

AI-18772

2.A.

transfer of funds - tires

CC CONSENT

Date: 12/01/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM-Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 11/25/2009

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/25/2009 03:19 PM	APRV
2	JC Carreon		11/25/2009 04:48 PM	PEND
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Monica Badillo
Started On: 11/25/2009 02:49 PM
Final Approval Date: 11/25/2009

AI-18748

2.B.

LIT

CC CONSENT

Date: 12/01/2009
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 11/25/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 03:25 PM	APRV
2	JC Carreon	JC Carreon	11/25/2009 09:35 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Rene Perez
Started On: 11/24/2009 02:44 PM
Final Approval Date: 11/25/2009

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK:

DATE: 11/24/2009

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 9-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
432	Co. Clerk-Equip & Veh R&M Srv	810	Co. Clerk-Dues & Memberships	\$35.00
			TOTAL	\$35.00

REASON: Need funds in this account to pay for membership fees for Mr. Guajardo

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-18715

2.C.

DA Bad Checks Account Line Item Transfer - 1222

CC CONSENT

Date: 12/01/2009

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Submitted For: Roy Cazares

Department: DISTRICT ATTORNEY

Information

CAPTION

2009 - District Attorney Bad Checks (1222)

BACKGROUND

Monies will be used to purchase computer software, a mobile phone and pay for fuel for the remainder of the year.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1222-412-00-080-006-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11/23/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2009 01:49 PM	APRV
2	JC Carreon	JC Carreon	11/23/2009 03:31 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Roy Cazares
Started On: 11/23/2009 01:40 PM
Final Approval Date: 11/25/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **December 1, 2009**

DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**

DEPARTMENT NAME: **District Attorney's Office**

ACCOUNT NUMBER: **9-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**

SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government**

Code Chapter 111, Subchapter C.

CONTACT PERSON: **Roy Cazares**

PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		AMOUNT
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	
432	Equip & Veh R&M Service	→	532	Wireless Devices	\$ 115.00
432	Equip & Veh R&M Service	→	667	Minor Software	\$ 350.00
748	Other Equipment	→	682	Gasoline/Diesel	\$ 1,500.00
432	Equip & Veh R&M Service	→	346	Hauling & Freight Service	\$ 200.00
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
TOTAL					\$ 2,165.00

REASON: Monies will be used to purchase computer software, a mobile phone, pay for fuel for the remainder of the year and pay for a wrecker fees.



for **RENE GUERRA**
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18707

2.D.

18707 11-20-09 \$2,000.00 fm obj 748 to obj 336

CC CONSENT

Date: 12/01/2009
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-15-140-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 11-24-09

Attachments

Link: [lit 18707 11-20-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2009 04:14 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	11/24/2009 10:37 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Mary Garcia
Started On: 11/20/2009 04:32 PM
Final Approval Date: 11/25/2009

ATTEST COUNTY CLERK

AI-18691

2.E.

Budget Line Item Transfer

CC CONSENT

Date: 12/01/2009

Submitted By: Ruben Flores, IT DEPARTMENT

Submitted For: Renan Ramirez

Department: IT DEPARTMENT

Information

CAPTION

2009 - I.T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-200-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

665-->601 \$ 1,000.00; funds available as of 11/23/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/20/2009 01:21 PM	APRV
2	Ana Galvan	Anna Galvan	11/23/2009 04:24 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Ruben Flores

Started On: 11/20/2009 12:00 PM

Final Approval Date: 11/25/2009

AI-18719

2.F.

line item transfer

CC CONSENT

Date: 12/01/2009
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT
Submitted For: Alma Ybarra
Department: FACILITIES MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Facilities Management Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

339-->748 - \$ 500.00; Funding available as of 11/23/09.
581-->748 - \$ 1,000.00; Funding available as of 11/23/09.
583-->748 - \$ 6,000.00; Funding available as of 11/23/09.
584-->748 - \$ 4,000.00; Funding available as of 11/23/09.
339-->890 - \$ 600.00; Funding available as of 11/23/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2009 03:35 PM	APRV
2	Norma Silva	Norma Silva	11/23/2009 04:16 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Alma Ybarra
Started On: 11/23/2009 03:29 PM
Final Approval Date: 11/25/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: November 23,2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 9-1100-419-40-220-001-0

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
339	OTHER PROF.SRV	748	OTHER EQUIPMENT	500.00
581	TRAVEL IN COUNTY	748	OTHER EQUIPMENT	1,000.00
583	TRAVEL OUT OF COUNTY	748	OTHER EQUIPMENT	6,000.00
584	REGISTRATION	748	OTHER EQUIPMENT	4,000.00
339	OTHER PROF.SRV	890	OTHER	600.00
TOTAL				\$12,100.00

REASON: FUNDS NEEDED TO PURCHASE THE APPLIANCES FOR THE MANSION.

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-18763

2.G.

Line Item Transfer

CC CONSENT

Date: 12/01/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
611-->320 \$ 6,250.00; funds available as of 11/25/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 01:45 PM	APRV
2	Ana Galvan	Anna Galvan	11/25/2009 02:35 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Monica Hinojosa
Started On: 11/25/2009 01:37 PM
Final Approval Date: 11/25/2009

DATE: 11/25/2009

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 9-1100-421-00-280-001-0-XXX

SUBJECT: **Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-421-00-280-001-0-611	POLICE SUPPLIES	→	9-1100-421-00-280-001-0-320	PROFESSIONAL SRVS.	\$6,250.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL:					\$6,250.00

REASON: TRANSFER IS BEING REQUESTED FOR CRIME SCENE TRAINING.

DEPARTMENT HEAD SIGNATURE

COMM. COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

REVISED: 02/11/2003

AI-18716

2.H.

Line Item Transfer

CC CONSENT

Date: 12/01/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1200-431-00-260-001-0
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
\$10,922.84 Available as of 11/23/09- (583) TRAVEL OUT OF COUNTY

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2009 03:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	11/24/2009 10:37 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Sandra Garcia
Started On: 11/23/2009 02:04 PM
Final Approval Date: 11/25/2009

DATE: November 23, 2009
DEPARTMENT HEAD: Jose N. Pena
DEPARTMENT NAME: Right Of Way
ACCOUNT NUMBER: 9-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

I submit to you for your consideration the following line item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM: _____ TO: _____

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
<u>583</u>	<u>TRAVEL OUT OF COUNTY</u>	<u>601</u>	<u>OFFICE & COMPUTER SUPPLIES</u>	<u>2000.00</u>
<u>583</u>	<u>TRAVEL OUT OF COUNTY</u>	<u>626</u>	<u>GASOLINE/ DIESEL</u>	<u>3000.00</u>
<u>583</u>	<u>TRAVEL OUT OF COUNTY</u>	<u>602</u>	<u>PAPER SUPPLIES</u>	<u>1000.00</u>
<u>583</u>	<u>TRAVEL OUT OF COUNTY</u>	<u>442</u>	<u>EQUIPMENT & VEHICLE RENTAL</u>	<u>1000.00</u>
			<u>TOTAL --></u>	<u>7000.00</u>

REASON: Funds are needed to meet future expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18740

2.I.

Line Item Transfer

CC CONSENT

Date: 12/01/2009
Submitted By: Dora Gutierrez, COUNTY COURT #1
Department: COUNTY COURT #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 11-24-09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 11:13 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	11/24/2009 03:08 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Dora Gutierrez
Started On: 11/24/2009 11:11 AM
Final Approval Date: 11/25/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: November 30, 2009

DEPARTMENT HEAD: JUDGE RUDY GONZALEZ

DEPARTMENT NAME: COUNTY COURT AT LAW #1

ACCOUNT NUMBER: 9-1100-412-00-021-001-0

CONTACT PERSON: DORA GUTIERREZ PHONE: 956.318.2375

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
831	COURT COSTS & INVEST.	601	OFFICE & COMP. SUPPLIES	\$ 200.00
TOTAL				\$ 200.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-18723

2.J.

transfer of funds

CC CONSENT

Date: 12/01/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Damian Carranza, 332nd DC
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-006-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 11/25/2009

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 08:11 AM	APRV
2	JC Carreon	JC Carreon	11/25/2009 09:34 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Monica Badillo
Started On: 11/23/2009 04:28 PM

Final Approval Date: 11/25/2009

AI-18754

2.K.

Line Item Transfer to pay bills

CC CONSENT

Date: 12/01/2009
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: 430th District Court
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-010-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

601-->442 \$ 33.86; funds available as of 11/25/09
601-->630 \$ 3.33; funds available as of 11/25/09
583-->622 \$ 468.78; funds available as of 11/25/09
601-->622 \$ 52.65; funds available as of 11/25/09
584-->831 \$ 440.00; funds available as of 11/25/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		11/25/2009 04:48 PM	PEND
2	Norma Silva	Norma Silva	11/25/2009 10:45 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Anna Galvan
Started On: 11/24/2009 04:23 PM

Final Approval Date: 11/25/2009

Intradepartmental Transfer Request

DATE: November 24, 2009

DEPARTMENT Raul Silguero, Jr.
HEAD:

DEPARTMENT Budget & Management for 430th District Court
NAME: _____

ACCOUNT
NUMBER: 9-1100-412-00-010-001-0-XXX

SUBJECT: Intradepartmental Transfer(s)

Contact: Ana Galvan
Ph#: (956) 292-7025



Honorable Commissioners' court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM Object Code	Description	TO Object Code	Description	Amount
601	Office & Computer Supplies	442	Rental of Equipment & Vehicles	\$ 33.86
601	Office & Computer Supplies	630	Food	3.33
583	Out of County Travel	622	Electricity	468.78
601	Office & Computer Supplies	622	Electricity	52.65
584	Registration Fees	831	Court Costs & Investigations	440.00
TOTAL				\$ 998.62

REASON: Transfer is needed to pay pending bills and to fund negative balance in object code 831.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-18777

2.L.

Line Item Transfer - Constable Pct. 3

CC CONSENT

Date: 12/01/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Constable Pct. 3 Office
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1230)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1230-421-00-293-010-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds in the amount of \$2,500.00 available as of 11/25/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 04:02 PM	APRV
2	Norma Silva	Norma Silva	11/25/2009 04:14 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Sylvia Solis
Started On: 11/25/2009 03:51 PM
Final Approval Date: 11/25/2009

DATE: November 25, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Constable Pct. 3

**ACCOUNT
NUMBER:** 9-1230-421-00-293-010-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:
Intradepartmental Transfer to fund current police weapons expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18737

2.M.

Line Item Transfer

CC CONSENT

Date: 12/01/2009
Submitted By: Joel Rivera, CONSTABLE PCT. #4
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

748-->432 \$ 3,000.00; funds available as of 11/25/09
613-->601 \$ 771.00; funds available as of 11/25/09
613-->605 \$ 1,013.00; funds available as of 11/25/09
613-->611 \$ 2,200.00; funds available as of 11/25/09
679-->611 \$ 286.00; funds available as of 11/25/09
684-->611 \$ 317.12; funds available as of 11/25/09
603-->611 \$ 107.31; funds available as of 11/25/09
748-->668 \$ 3,000.00; funds available as of 11/25/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 10:58 AM	APRV
2	Ana Galvan	Anna Galvan	11/25/2009 11:12 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Joel Rivera Started On: 11/24/2009 10:46 AM
Final Approval Date: 11/25/2009

INTRADEPARTMENTAL TRANSFER

DATE: November 24, 2009

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 9-1100-421-00-294-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
748	OTHER EQUIPMENT	432	EQUIPT & VEHICLE R&M SRVS.	\$ 3,000.00
613	SAFETY SUPPLIES	601	OFFICE & COMPUTER SUPPLIES	771.00
613	SAFETY SUPPLIES	605	CLOTHING AND UNIFORMS	1,013.00
613	SAFETY SUPPLIES	611	POLICE SUPPLIES	2,200.00
679	OTHER R&M SUPPLIES	611	POLICE SUPPLIES	286.00
684	TIRES & TUBES	611	POLICE SUPPLIES	317.12
603	EDUCATION /INSTRUCTION SUPPLIES	611	POLICE SUPPLIES	107.31
748	OTHER EQUIPMENT	668	POLICE WEAPONS & BP VESTS	3,000.00
			TOTAL	\$ 10,694.43

REASON: Transfer needed to fund operational expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-18751

2.N.

2009-Pct#1 Pks. (1211)

CC CONSENT

Date: 12/01/2009
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
890-->622 \$ 3,000.00; funds available as of 11/25/09

Attachments

Link: [transfer for electricity](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 04:48 PM	APRV
2	Ana Galvan	Anna Galvan	11/25/2009 11:39 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Jorge Flores
Started On: 11/24/2009 03:54 PM
Final Approval Date: 11/25/2009

MEETING REQUEST DATE: December 1, 2009

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 9-1211-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: NEEDED TO COVER UTILITY BILLS.

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-18692

2.O.

**Budget Line-Item Transfer for County Wide Shop
CC CONSENT**

Date: 12/01/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$1,786.34 as of 11/20/2009
From 748--->679 in the amount of \$1,500.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2009 08:21 AM	APRV
2	Ana Galvan	Anna Galvan	11/23/2009 04:26 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 11/20/2009 01:20 PM
Final Approval Date: 11/25/2009

DATE: November 20, 2009

2009

Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX County Wide Shop

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:
Transfer needed to cover the negative account.

DEPARTMENT HEAD SIGNATURE

11/20/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18693

2.P.

**Budget Line-Item Transfer for Sanitation Department
CC CONSENT**

Date: 12/01/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$2,040.34 as of 11/20/2009
From 719---->343 in the amount of \$1,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2009 08:21 AM	APRV
2	Norma Silva	Norma Silva	11/23/2009 03:59 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 11/20/2009 01:20 PM
Final Approval Date: 11/25/2009

DATE: November 20, 2009

2009

Transfer



DEPARTMENT

HEAD: Hector "Tito" Palacios

DEPARTMENT

NAME: Hidalgo County Precinct No. 2

ACCOUNT

NUMBER: 9-1100-432-00-122-001-0-XXX Sanitation

Contact Person: Yoli Cisneros-Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

[illegible]

REASON:

Transfer needed to cover uniform charges for the end of the year and other expected expenditures.

DEPARTMENT HEAD SIGNATURE

11/20/2009

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18759

2.Q.

Pct #3 Transfer

CC CONSENT

Date: 12/01/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 11/25/2009

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 11:24 AM	APRV
2	JC Carreon	JC Carreon	11/25/2009 02:13 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Norma Ceballos
Started On: 11/25/2009 10:55 AM
Final Approval Date: 11/25/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: December 1, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct #3 Sanitation - Equip & Veh R&M Srv.	431	Pct #3 Sanitation- Bldg & Other Struc	\$ 3,850.00
TOTAL				\$ 3,850.00

REASON: To cover expected expenses at the Los Ebanos Waste Collection Sub-station.

DEPARTMENT HEAD SIGNATURE _____

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18779

3.A.

Interdepartmental transfer for DBM

CC CONSENT

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Budget & Management (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to DBM-Mailing
Services in the amount of \$5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-41X-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds pending AI#18762 CC 12/1/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 04:06 PM	APRV
2	Olga Garza	Olga Garza	11/25/2009 04:17 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Erika Zamora
Started On: 11/25/2009 04:02 PM
Final Approval Date: 11/25/2009

DATE: November 25, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009 Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt

ACCOUNT NUMBER: 9-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(5,000.00)
TO				
9-1100-419-60-115-026-0-	350	MAILING SERVICES	OTHER SERVICES	5,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund mailing services through year end.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18755

3.B.

**Interdepartmental transfer for Pct. 1 Sanitation
CC CONSENT**

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #1 Sanitation (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Adm to Pct. 1 Sanitation in the amount of \$45,000.00 to fund waste management and tire disposal service expenditures.

BACKGROUND

This transfer will cover funding for PO #615500 for BFI Waste Services of Texas, L.P and PO#615569 for Cameron Land & Cattle, Inc.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899-->9-1100-432-00-121-001-0-350 \$35,000.00
9-1100-415-00-115-002-0-899-->9-1100-432-00-121-001-0-421 \$10,000.00

Funds available as of 11/25/09.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	11/24/2009 04:40 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:49 PM	APRV
3	Roland Garcia	Rolando Garcia	11/25/2009 11:17 AM	APRV
4	Budget & Management	Erika Zamora	11/25/2009 11:23 AM	APRV
5	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Erika Zamora Started On: 11/24/2009 04:33 PM

Final Approval Date: 11/25/2009

DATE: November 24, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct.1
Sanitation

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(45,000.00)
TO		
9-1100-432-00-121-001-0- 350	PCT1 SANITATION OTHER SERVICES	35,000.00
9-1100-432-00-121-001-0- 421	PCT1 SANITATION DISPOSAL	10,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer to fund waste management and tire disposal service expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18756

3.C.

Interdepartmental transfer for Facilities Management

CC CONSENT

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Facilities Management (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Facilities Management in the amount of \$75,000.00 to fund electricity expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-41X-X0-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
9-1100-415-00-115-002-0-899-->9-1100-419-40-220-001-0-622 \$75,000.00

Funds available as of 11/25/09.

Attachments

Link: [Interdept Trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 10:05 AM	APRV
2	Sylvia Solis	Sylvia Solis	11/25/2009 02:00 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Erika Zamora Started On: 11/25/2009 09:44 AM
Final Approval Date: 11/25/2009

DATE: November 25, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Management

ACCOUNT NUMBER: 9-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(75,000.00)
TO				
9-1100-419-40-220-001-0-	622	FACILITIES MGMT	ELECTRICITY	75,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund electricity expenditure. Funding pending AI# 18667 CC 11/24/09.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18738

3.D.

**Interdepartmental Transfer
CC CONSENT**

Date: 12/01/2009
Submitted By: Joel Rivera, CONSTABLE PCT. #4
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4 (1100):
Approval of 2009 interdepartmental transfer from Parking Lot Security to Constable Pct.
No. 4 in the amount of \$700.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1100-421-00-294-007-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$300.00 available balance as of 11/24/09 in object code 619.
\$100.75 available balance as of 11/24/09 in object code 613.
\$300.00 available balance as of 11/24/09 in object code 603.

Attachments

Link: [Interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 10:58 AM	APRV
2	Norma Silva	Angela Garcia	11/24/2009 11:41 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/24/2009 04:19 PM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Joel Rivera
Started On: 11/24/2009 10:49 AM
Final Approval Date: 11/25/2009

DATE: November 24, 2009

DEPARTMENT HEAD: Constable, J.E. Guerra

2009
Transfer



DEPARTMENT NAME: Constable Pct. #4

ACCOUNT NUMBER: 9-1100-421-00-294-00X-0-6XX

CONTACT PERSON: Joel Rivera **PHONE:** _____

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-421-00-294-007-0-619	Const. Pct. #4 Parking Lot Secur. Other Misc. Supplies	(300.00)
9-1100-421-00-294-007-0-613	Const. Pct. #4 Parking Lot Secur. Safety Supplies	(100.00)
9-1100-421-00-294-007-0-603	Const. Pct. #4 Parking Lot Secur. Education/Instructi	(300.00)
TO		
9-1100-421-00-294-001-0-611	Const. Pct. #4 Police Supplies	700.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund operational expenditures.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-18761

3.E.

**Interdepartmental Transfer - Precinct #3 - Drainage Improvement Project
CC CONSENT**

Date: 12/01/2009

Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Submitted For: Norma Ceballos

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 C.O. 2009 (1339):

Approval of 2009 interdepartmental transfer from C.O. 2009 - Pct 3 Drainage Improvement (program 049) to C.O. 2009 - Pct 3 Acevedo S/D #4/Monte Bonito Outfall (program 083) in the amount of \$300,000.00 to fund the Acevedo S/D #4/Monte Bonito Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-123-049-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 11/25/09 is \$751,300.08.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/25/2009 01:25 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/25/2009 02:16 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Perla Lopez
Started On: 11/25/2009 11:17 AM

Final Approval Date: 11/25/2009

DATE: December 1, 2009

DEPARTMENT NAME: Budget & Management for Precint #3 C.O. 2009

SUBJECT: Inter-departmental Transfer/s (increase/decrease)

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

REASON: Transfer to fund expenses related to the Acevedo S/D #4/Monte Bonito Outfall Drainage Project.

Date

Attest County Clerk

AI-18762

3.F.

**Emergency Management
CC CONSENT**

Date: 12/01/2009
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Mr. Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2009 interdepartmental transfer from Emergency Services - Emergency Management to County Wide Administration Contingency in the total amount of \$34,878.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1100-429-00-300-023-0-441
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance of :
9-1100-429-00-300-023-0-441-->9-1100-415-00-115-002-0-899; \$34,878.40

Attachments

Link: Transfer Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	11/25/2009 11:52 AM	APRV
2	Budget & Management	Angela Garcia	11/25/2009 01:25 PM	APRV
3	Roland Garcia	Rolando Garcia	11/25/2009 02:15 PM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Damaris San Miguel
Started On: 11/25/2009 11:21 AM
Final Approval Date: 11/25/2009

AI-18770

3.G.

Interdept transfer for Co. Judge

CC CONSENT

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Co. Judge (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Co. Comm in the amount of \$24,800.00 to fund Rio South Texas Economic Council membership dues.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-41X-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Funds available as of 11/25/09.	

Attachments

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 02:34 PM	APRV
2	Roland Garcia	Rolando Garcia	11/25/2009 03:39 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW
Form Started By: Erika Zamora			Started On: 11/25/2009 02:29 PM	
Final Approval Date: 11/25/2009				

DATE: November 25, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Judges

ACCOUNT NUMBER: 9-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(24,800.00)
TO				
9-1100-413-30-115-017-0-	810	CO COMM	DUES & MEMBERSHIPS	24,800.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund Rio South Texas Economic Council dues for fiscal year 2009-2010.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18769

3.H.

**Interdepartmental transfer for Pct. 4 Sanitation
CC CONSENT**

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Sanitation (1100):

Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Pct. 4 Sanitation in the amount of \$23,000.00 to fund tire disposal services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 11/25/09.

Attachments

Link: [Interdept Trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 02:34 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/25/2009 03:00 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Erika Zamora
Started On: 11/25/2009 02:21 PM
Final Approval Date: 11/25/2009

DATE: November 25, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 4
Sanitation

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(23,000.00)
TO				
9-1100-432-00-124-001-0-	421	PCT4 SANITATION	DISPOSAL	23,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund tire disposal service expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-18780

3.I.

Pct. 3 Peñitas Landfill

CC CONSENT

Date: 12/01/2009
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Mr. Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #3 Sanitation (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm to Pct. 3 Sanitation in the amount of \$30,000.00 to fund Peñitas Landfill project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 11/25/09.

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	11/25/2009 04:10 PM	APRV
2	Budget & Management	Erika Zamora	11/25/2009 04:12 PM	APRV
3	Perla Lopez	Perla Lopez	11/25/2009 04:22 PM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Damaris San Miguel Started On: 11/25/2009 04:03 PM
Final Approval Date: 11/25/2009

AI-18767

4.A.

**Interfund transfer for Pct. #4 R&B
CC CONSENT**

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. 4 R&B (1204):
Approval of 2009 interfund transfer from Co. Wide Adm. to Pct. 4 R&B in the amount of \$50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funds available as of 11/25/09.

ACCT. #: 9-XXXX-4XX-00-1XX-00X-0-XXX
MATCHING FUNDS Y/N?:

Attachments

Link: Interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 02:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/25/2009 03:35 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Erika Zamora
Started On: 11/25/2009 02:15 PM
Final Approval Date: 11/25/2009

ATTEST COUNTY CLERK



AI-18728

6.A.

**IEEE COMPUTER SOCIETY 2010 MEMBERSHIP
CC CONSENT**

Date: 12/01/2009
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Membership Dues

Information

CAPTION

County Auditor's Office:

Requesting approval to pay the 2010 IEEE Computer Society Membersip dues in the amount of \$81.00 for Abel Martinez, PC Specialist, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

As per Maria Medina @ auditors, back-up will be provided Monday.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-21-170-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11/25/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	11/25/2009 04:32 PM	APRV
2	Ivan Cantu		11/25/2009 04:48 PM	PEND

Form Started By: Maria Medina
Started On: 11/24/2009 08:46 AM
Final Approval Date: 11/25/2009

AI-18764

6.B.

**Membership Dues for Rio South TX. Economic Council
CC CONSENT**

Date: 12/01/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Membership Dues

Information

CAPTION

Commissioners' Court:
Requesting approval to pay annual Membership Dues to the Rio South Texas Economic Council in the amount of \$30,000.00.

BACKGROUND

Refer to AI-18765 for agreement.

Fiscal Impact

FISCAL YEAR: 9	ACCT. #: 9-1100-413-30-115-017-0-810
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
available balance of \$ 5,280.09	
transfer AI-18770	\$24,800.00
Total \$30,080.09	

Attachments

Link: [dues sheet](#)

Link: [invoice](#)

Link: [w-9](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 02:13 PM	APRV
2	Roland Garcia	Rolando Garcia	11/25/2009 03:06 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW
Form Started By: Angela Garcia			Started On: 11/25/2009 01:55 PM	
Final Approval Date: 11/25/2009				

Rio South Texas EC

Dues FY 09-10

Updated: August 19, 2009

<u>Member</u>	<u>Type</u>	<u>* Population</u>	<u>**Dues</u>	<u>Amount Rec'd</u>	<u>Invoiced</u>	<u>Date Rec'd</u>
Hidalgo County	F	726,604	\$ 30,000			
Brownsville	F	175,494	\$ 30,000			
Edinburg	F	71,520	\$ 30,000			
Harlingen	F	64,843	\$ 30,000			
McAllen	F	129,776	\$ 30,000			
Mission	F	67,119	\$ 30,000			
Pharr	F	65,258	\$ 30,000			
Cameron County	F	392,736	\$ 15,000			
Brownsville Nav. District	O		\$ 15,000			
Starr County	F	62,249	\$ 10,000			
Alamo	F	16,608	\$ 10,000			
Alton	F	11,523	\$ 10,000			
Donna	F	17,094	\$ 10,000			
Hidalgo	F	11,984	\$ 10,000			
Mercedes	F	15,131	\$ 10,000			
Rio Grande City	F	13,950	\$ 10,000			
Roma	F	11,257	\$ 10,000			
San Benito	F	25,072	\$ 10,000			
San Juan	F	33,970	\$ 10,000			
Weslaco	F	33,354	\$ 10,000			
Willacy County	F	20,600	\$ 5,000			
Elsa	F	6,624	\$ 5,000			
La Feria	F	7,023	\$ 5,000			
Los Fresnos	F	5,538	\$ 5,000			
Palmview	F	5,502	\$ 5,000			
Port Isabel	F	5,290	\$ 5,000			
Progreso	F	5,511	\$ 5,000			
Raymondville	F	9,522	\$ 5,000			
Edcouch	F	4,613	\$ 2,000			
Laguna Vista	F	4,017	\$ 2,000			
La Joya	F	4,795	\$ 2,000			
Lyford	F	2,545	\$ 2,000			
Palmhurst	F	4,988	\$ 2,000			
Rio Hondo	F	2,128	\$ 2,000			
South Padre Island	F	2,837	\$ 2,000			
Sullivan City	F	4,435	\$ 2,000			
Granjeno	F	304	\$ 1,000			
La Grulla	F	1,838	\$ 1,000			
La Villa	F	1,434	\$ 1,000			
Palm Valley	F	1,262	\$ 1,000			
Peñitas	F	1,181	\$ 1,000			
Progreso Lakes	F	266	\$ 1,000			
San Perlita	F	695	\$ 1,000			
McAllen Chamber	I		\$ 1,000			
Total			\$ 414,000		\$ -	

Member type: F-Foundation; O-Organizational; I-Institutional

* Based on US Census Bureau 2008 Population Estimates (as of July 1, 2008)

** Based on membership contribution levels to be approved Sept. 2009

901 Business Park Dr., Suite 200
Mission, Texas 78572
Phone (956) 585-0040 / Fax (956) 581-0470

Date: September 1, 2009

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
			Due upon receipt

DESCRIPTION	TOTAL
Rio South Texas EC Fiscal Year 2009-2010 Dues	\$30,000
SUBTOTAL	
SALES TAX	
TOTAL	\$ 30,000

Make all checks payable to: Rio South Texas Economic Council
THANK YOU FOR YOUR SUPPORT!

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Rio South Texas Economic Council	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶ Non-Profit	
	Address (number, street, and apt. or suite no.) 901 Business Park Drive, Suite 200	Requester's name and address (optional)
	City, state, and ZIP code Mission, Texas 78572	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

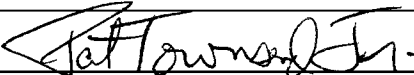
Social security number	
or	
Employer identification number	
26	3540644

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 2/5/09
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AI-18729**7.A.****Home Rehab applicants****CC CONSENT**

Date: 12/01/2009
 Submitted By: Estella Webber, URBAN COUNTY
 Department: URBAN COUNTY
 Agenda Category: Urban County

Information**CAPTION**

Request for approval of one (1) applicant in the Countywide and (1) in the City of Weslaco area under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Cipriana F. Sanchez Deferred Loan - Elderly Reconstruct	CW 85-09-15	Countywide Precinct #4	HOME 2008	Lot 29, Owassa Estates Subdivision, being a subdivision of 10.00 acres out of the East 20.00 Acres of Lot 16, Block 52, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas.
Susana Morales Deferred Loan - Elderly Reconstruct	WE 80-09-04	Weslaco Precinct #1	HOME 2008	North 33' 6" of lot 8 and South 22' 5" of lot 9, Block 2, C. Davenport Subdivision, Part No. 2, City of Weslaco, Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to the County Commissioner's Court. Funding is available through the HOME 2008 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Utilizing Urban County HOME funds under the 2008 budget.

Attachments

Link: [Rehab Approvals](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 10:16 AM	APRV
2	Perla Lopez	Perla Lopez	11/24/2009 01:19 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Estella Webber
 Started On: 11/24/2009 08:57 AM
 Final Approval Date: 11/25/2009

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Wait list since February 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Susana Moroles

Family of two (2)

Applicant's age is 66 and granddaughter's age is 15

Title Search: No Abstract & Liens

Flood Zone: No – Zone B

Insurance: N/A

Structures: 1

Taxes: current

Assets & Deposits: \$20.00

Debt to Income Ratio: N/A

Pay Back: No - Deferred Loan - Elderly

Number of Bedrooms: 2

Square Feet: 864

Total annual household income: \$ 8,347.20

HUD Income Limits (family of 2): \$ 27,900.00

Existing Dwelling: 5 bedrooms frame home, built in 1967.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 9/15/09 City: Weslaco If County Wide, Precinct # 1
Name of Applicant: Susana Morales Inspector: A Garcia
Address: 309 Tio ST, Weslaco TX Year House was Built: 1950's

EXTERIOR

1. **Foundation Condition:** Good ☐ Repair ☐ Replace ☒
Foundation Type: Piers ☒ Concrete ☐
Is the foundation sound and free from hazards?
Notes: Very shakey, sagging.
2. **Exterior Walls:** Good ☐ Repair ☐ Replace ☒
Are the exterior surfaces sound and free from hazards?
Notes: Rotted out, insect damage.
3. **Windows:** Good ☐ Repair ☐ Replace ☒
Notes: Won't open or close properly, boarded up.
4. **Trim:** Good ☐ Repair ☐ Replace ☒
Notes: Sagging old weathered
5. **Overhang / Trim:** Good ☐ Repair ☐ Replace ☒
Notes: Same as trim
6. **Roof Shingles:** Good ☐ Repair ☐ Replace ☒
Notes: Rain leaks

7. Roof: Good [] Repair [] Replace [✓]
Front Porch Roof Good [] Repair [] Replace [✓]
Rear Porch Roof Good [] Repair [] Replace [✓]

Is the roof sound and free from hazards?

Notes: Roof is sagging in some areas of house

8. Other Exterior Structural Observations (stairs, rails, ramps, etc.): OK

9. Sewer Connected to City Main Line []
Yard Line: Good [] Repair [] Replace [✓]

Notes: Slow flow

10. Septic Tank: N/A Good [] Repair [] Replace []
Sewer Connected to Septic System []
of years with current Septic System: _____

Is plumbing free from sewer back up? _____

Yard Line & Drain Field: Good [] Repair [] Replace []

Notes: N/A

11. Water Line: Good [] Repair [✓] Replace [✓]

Notes: Some areas are ok others low pressure.

12. Gas Line: Good [] Repair [] Replace []
LP Gas Line & Tank to Code Relocate [] Replace []

Notes: OK

13. Doors (front & back): Wont close or open properly Good [] Repair [] Replace [✓]

Notes: _____

14. Other observations about all Exterior Plumbing / Drains / Sewer: _____

Many pipes exposed, leaks

14. Electrical Lines: Good [] Repair [] Replace [☒]

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Location(s): All over exposed wires Yes [] No [☒]

Notes: _____

INTERIOR

15. Describe Flooring Conditions for Entire Dwelling: Very bad

Describe Specific Floor Problem Areas: All over

Is Floor Repairable Yes [] No [☒]

Notes: _____

16. Condition of Kitchen Cabinets: Good [] Repair [] Replace [☒]

Notes: OK

17. Ceiling Coverings: Good [] Repair [] Replace [☒]

Notes: Lots of holes from rain

18. Wall Coverings: Good [] Repair [] Replace [☒]
Interior Trim Good [] Repair [] Replace [☒]
Interior Finish (Wall Texture) Good [] Repair [] Replace [☒]

Notes: _____

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008

SYNOPSIS:

The family is recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn . The following is a profile of the family.

Cipriana F. Sanchez

Family of one (1)
Applicant's age is 79

Title Search:

No Abstract & Liens

Flood Zone:

No – Zone B

Insurance:

N/A

Structures:

1

Taxes:

current

Assets & Deposits:

N/A

Debt to Income Ratio:

N/A

Pay Back:

No - Deferred Loan - Elderly

Number of Bedrooms:

2

Square Feet:

864

Total annual household income:

\$ 8,328.00

HUD Income Limits (family of 1):

\$ 25,550.00

Existing Dwelling: 3 bedrooms frame home, built in 1972.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 9/22/09 City: Edinburg If County Wide, Precinct #: _____
Name of Applicant: Cipriana Sanchez Inspector: A. Garcia
Address: 5526 Gonzalez ST. Year House was Built: N/A

EXTERIOR

1. **Foundation Condition:** Good ☐ Repair ☐ Replace ☒
Foundation Type: Piers ☐ Concrete ☐
Is the foundation sound and free from hazards?
Notes: Burnt
2. **Exterior Walls:** Good ☐ Repair ☐ Replace ☒
Are the exterior surfaces sound and free from hazards?
Notes: Burnt
3. **Windows:** Good ☐ Repair ☐ Replace ☒
Notes: Burnt
4. **Trim:** Good ☐ Repair ☐ Replace ☒
Notes: Burnt
5. **Overhang / Trim:** Good ☐ Repair ☐ Replace ☒
Notes: Burnt
6. **Roof Shingles:** Good ☐ Repair ☐ Replace ☒
Notes: Burnt

7. Roof: Good [] Repair [] Replace []
Front Porch Roof Good [] Repair [] Replace []
Rear Porch Roof Good [] Repair [] Replace []

Is the roof sound and free from hazards?

Notes: Burnt

8. Other Exterior Structural Observations (stairs, rails, ramps, etc.): _____

Burnt

9. Sewer Connected to City Main Line []
Yard Line: Good [] Repair [] Replace []

Notes: _____

10. Septic Tank: Good [] Repair [] Replace []
Sewer Connected to Septic System []
of years with current Septic System: _____

Is plumbing free from sewer back up? _____

Yard Line & Drain Field: Good [] Repair [] Replace []

Notes: _____

11. Water Line: Good [] Repair [] Replace []

Notes: _____

12. Gas Line: Good [] Repair [] Replace []
LP Gas Line & Tank to Code Relocate [] Replace []

Notes: _____

13. Doors (front & back): Good [] Repair [] Replace []

Notes: _____

14. Other observations about all Exterior Plumbing / Drains / Sewer: _____

14. Electrical Lines: Good [] Repair [] Replace [☒]

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Yes [] No []

Location(s): _____

Notes: _____

INTERIOR

15. Describe Flooring Conditions for Entire Dwelling: Burnt

Describe Specific Floor Problem Areas: _____

Is Floor Repairable Yes [] No []

Notes: _____

16. Condition of Kitchen Cabinets: Good [] Repair [] Replace [☒]

Notes: Burnt

17. Ceiling Coverings: Good [] Repair [] Replace [☒]

Notes: Burnt

18. Wall Coverings: Good [] Repair [] Replace []
Interior Trim Good [] Repair [] Replace []
Interior Finish (Wall Texture) Good [] Repair [] Replace []

Notes: _____

19. **Water Heater:** Good ☐ Repair ☐ Replace ☐
Is hot water heater located and equipped in a safe manner and free of hazards?

Plumbing: Good ☐ Repair ☐ Replace ☐
Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: _____

20. **Insulation:** Good ☐ Repair ☐ Replace ☐

Are the attic and walls appropriately insulated for regional conditions?

Notes: _____

21. **Lead Base Paint Assessment** Required ☐ Not Required ☐

22. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?

Yes ☐ No ☐

Notes: _____

23. **Electrical Hazards** – are the rooms free from electrical hazards?:

Yes ☐ No ☐

Location(s): _____

Notes: _____

24. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):** Rebuild

AI-18721

7.B.

**Building Alarm permit
CC CONSENT**

Date: 12/01/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request and approval to pay the Pharr Police Department for Burglary/Robbery Alarms permit in the amount of twenty dollars (\$20.00) for Hidalgo County Urban County Program.

BACKGROUND

In Order to comply with the City of Pharr Ordinance (#0-83-28) regarding alarms. (see attachments)

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Urban County funds will be used.

Attachments

Link: [Permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 10:15 AM	APRV
2	Perla Lopez	Perla Lopez	11/24/2009 02:13 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Estella Webber
Started On: 11/23/2009 04:21 PM
Final Approval Date: 11/25/2009

V# 367079



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 784-7700 • FAX: (956) 781-9163

ALARM DIVISION



PHARR POLICE DEPARTMENT

**ALARM DIVISION
1900 S CAGE
PHARR, TX 78577**

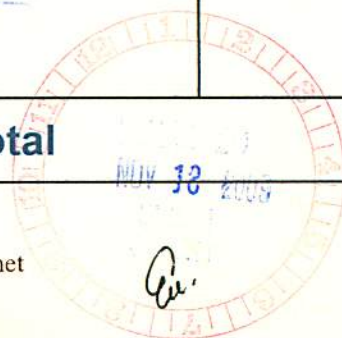
INVOICE

Date	Invoice #
11/14/2009	8644

Bill To
URBAN COUNTY PROGRAM #2471 1916 N TESORO PHARR, TEXAS 78577

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	ALARM RENEWAL (2009-2010)	20.00	20.00
Total			\$20.00



Ruben Villescas Chief of Police

Office: (956) 784-7794 • rvillescas@pharrpd.net

AI-18732

7.C.

Water/Sewer Improvement (City of Weslaco)
CC CONSENT

Date: 12/01/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to ASAGO Construction in the amount of \$28,596.00 for the Water/Sewer Improvements project in the City of Weslaco, utilizing Year 19 (2006) funds.

BACKGROUND

City of Weslaco requested bids and the Hidalgo County Purchasing Department received and opened bids on November 10, 2009; for the installation of waterline and resurfacing of intersecting streets in the alley between Nebraska Street and Indiana Street. Cruz-Hogan Consultants, Inc. is the project engineer and recommends ASAGO Construction, as the lowest qualified bidder. (See attached bid tabulation and letter of recommendation)

Contract Amount: \$ 28,596.00

Funds Available: \$ 31,206.70 2006 Water/Sewer Imp. - City of Weslaco

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize 2006 Water/Sewer Improvements-City of Weslaco Funds for this project.

Contract Amount: \$28,596.00
Funds Available: \$31,206.00 (FY 19-2006)

Attachments

Link: Bid Tabulation

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 10:26 AM	APRV
2	Perla Lopez	Perla Lopez	11/24/2009 02:01 PM	APRV

3

Auditor's Office

11/25/2009 04:48 PM NEW

Form Started By: Estella Webber

Started On: 11/24/2009 10:14
AM

Final Approval Date: 11/25/2009

City of Weslaco

"The City on the Grow"



Buddy de la Rosa, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Soyla R. Gonzalez, Commissioner, District 1
Rene Rodriguez, Jr., Commissioner, District 3
Adrian Gonzalez, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Patrick B. Kennedy, Commissioner, District 6

Anthony Covacevich, City Manager

November 18, 2009

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: 2004-2007 Construction Bids – Water Line Project

Dear Ms. Serna,

The Weslaco City Commission received a recommendation from Cruz-Hogan Engineers to award the Construction Bid for the Water Line Project to the lowest qualified bidder, Asago Construction in the amount of \$28,596.00.

The Weslaco City Commission is now recommending that the Hidalgo County Commissioners Court approve of the lowest qualified bidder.

The City of Weslaco is requesting this item be placed on the next Hidalgo County Commissioners Court.

If you have any question please do not hesitate to call Mrs. Martinez at 956-968-3181 ext 3043.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernard Rodriguez".

Bernard Rodriguez
Director of Planning & Code Enforcement Dept.

BR:mmm

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - URBAN COUNTY PROGRAM ACCESS PROGRAM

BID OPENING DATE: NOVEMBER 10, 2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "WESLACO WATER/SEWER IMP- PROJECT 07 (NEBRASKA & INDIANA ST.)"

BID NO: 5004/07-80-0310-5150-8000-UCP-GVG

PROCUREMENT SPECIALIST:

RFB NO	Name of Company	Acknowledgment Of Addendum No. 1	Total Price	Bid Bond/ Cashier's Check Included
1.	Asago Construction	YES	\$28,596.00	Bid Bond Included
2.	Saenz Utility Contractors	YES	\$28,973.00	Bid Bond Included
3.	The 5125 Company	Yes	\$29,950.00	Bid Bond Included
4.				
5.				
6.				
7.				
8.				
9.				

***TYPED AD READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

CRUZ - HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants
Harlingen • McAllen

November 10, 2009

Mayor De La Rosa and City Commissioners
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

RE: Letter of Recommendation
City of Weslaco-Water and Sewer Improvements Project-07
(Nebraska and Indiana Street)
RFP: 5004/07-80-0310-5150-8000-UCP-GVG

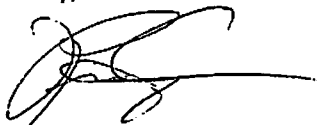
Dear Mayor De La Rosa and City Commissioners:

Bids were received on November 10, 2009 for the above referenced project. We are happy to have received 3 bids. The low bidder was Asago Construction from Mission, Texas. Enclosed you will find a bid and an itemized bid tabulation for your review.

Upon review of the submitted bids, I recommend awarding Asago Construction which submitted the low bid of \$28,596.00. The estimate cost of the project was \$40,000.00.

If you have any questions please feel free to contact me at (956) 682-5022.

Sincerely,



Ronnie Cruz, P.E.
CRUZ-HOGAN *Consultants, Inc.*
Firm Registration Number: F-004860

RC/cl

Enclosure

CRUZ - HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen

**Bid Tabulation for
Weslaco Water and Sewer Improvements-Project 07
(Nebraska and Indiana Street)
Weslaco, Texas**

Bid Opening: November 10, 2009

<u>NAME OF COMPANY</u>	<u>BASE BID</u>
1. Asago Construction	\$28,596.00
2. Saenz Utility Contractors	\$28,973.00
3. 5125 Company	\$29,950.00

Bid Tabulation For: Water and Sewer Improvements Project-07 (Nebraska and Indiana Street)

Weslaco, Texas

Engineer: CRUZ-HOGAN Consultants, Inc.

Firm Registration Number: F-004860

Bid Date: November 10, 2009

Item	Description	Unit	QTY.	Asago Construction		Saenz Utility		S125 Company	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Water System									
	1 18" PVC, Class 150 DR 18 Water Line. To include Sand Bedding, Backfill, Trench Compaction and etc. All complete in place.	LF	772	\$ 13.00	\$ 10,036.00	\$ 14.00	\$ 10,808.00	\$ 18.00	\$ 13,896.00
	2 8" X 8" Stainless Steel Tapping Sleeve with 8" Tapping Valve. To include Installation, Thrust Block, Bolts, Glands Gaskets and etc. All complete in place.	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
	3 6" Gate Valve and Box. All complete in place.	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 900.00	\$ 900.00
	4 8" Gate Valve and Box. All complete in place.	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00
	5 8"-45° Elbow (Class 350). All complete in place.	EA	4	\$ 400.00	\$ 1,600.00	\$ 350.00	\$ 1,400.00	\$ 400.00	\$ 1,600.00
	6 8" X 8" X 6" Hydrant Tee, (MIXFg), Class 350. To include Bolts, Glands, Gaskets, Wrapping, Thrust Block, Joint Restraint Device and etc. All complete in place.	EA	1	\$ 500.00	\$ 500.00	\$ 395.00	\$ 395.00	\$ 500.00	\$ 500.00
	7 6" X 6" X 8" Tee (Class 350). All complete in place.	EA	1	\$ 700.00	\$ 700.00	\$ 385.00	\$ 385.00	\$ 400.00	\$ 400.00
	8 Fire Hydrant Assembly. To include 6" Gate Valve and Box, Thrust Blocks and Painting. All complete in place.	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,985.00	\$ 2,985.00	\$ 3,000.00	\$ 3,000.00
	9 Cut and Patch existing roadway to include 2" H.M.A.C. and 8" caliche. All complete in place.	SY	68	\$ 20.00	\$ 1,360.00	\$ 25.00	\$ 1,700.00	\$ 20.00	\$ 1,360.00
	10 18" Concrete Curb and Gutter. To include expansion and tooled joints and reinforcing steel. All complete in place.	LF	16	\$ 20.00	\$ 320.00	\$ 15.00	\$ 240.00	\$ 15.00	\$ 240.00
	11 5' Concrete Sidewalk to include wire mesh, contraction joints, etc. All complete in place.	SY	6	\$ 50.00	\$ 300.00	\$ 35.00	\$ 210.00	\$ 20.00	\$ 120.00
Miscellaneous									
	12 To include all Surveying for Project.	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
	13 Temporary Control Soil Erosion. To include the installation of Silt Fence and The submission of NOI and not to TCEQ and EPA. Also to include Seeding of all disturbed areas Hay Bales, Maintenance of Soil Erosion Fabric around Existing Inlets and at Existing Road Ditches and Drainage Pipe. All complete in place.	LS	1	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
	14 Barricades, Signs and Traffic Handling.	MO	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,014.00	\$ 1,014.00
	15 Re-sod damaged area along west side of building to include 4" of topsoil and matching grass (Floratan). All complete in place.	LF	160	\$ 8.00	\$ 1,280.00	\$ 25.00	\$ 4,000.00	\$ 2.00	\$ 320.00
Total Bid					\$ 28,596.00		\$ 28,973.00		\$ 29,950.00

**Certification
Regarding Debarment, Suspension and Ineligibility**

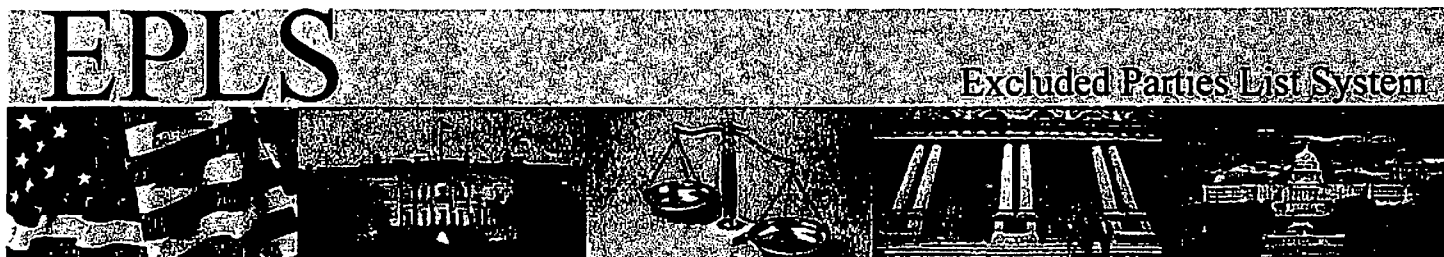
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: [Signature]
Print Name: Raul Iglesias
Title: Managing Partner
Telephone Number: 950-607 7741
Date: 11/10/2005

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Verified 11/19/09 [Signature]

**Search - Current Exclusions**

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results**Search Results for Parties Excluded
by**

Exact Name : ASAGO Construction
SSN/TIN

As of 19-Nov-2009 12:17 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > For Help: Federal Service Desk

Form W-9
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Asago, LLC

Business name, if different from above

Asago Construction

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☒ Other *LLC*

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

2113 Peewes St.

Requester's name and address (optional)

City, state, and ZIP code

Mission, TX 78572

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

_____|_____|_____|_____|_____|_____|

OR

Employer identification number

74-2821087

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

[Signature]

Date *11/19/2009*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2009 02023425

Instrument Number: 2009-2023425

Recorded On: August 06, 2009

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

Recording	20.00
Total Recording:	20.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2023425
Receipt Number: 1059706
Recorded Date/Time: August 06, 2009 02:43P

Record and Return To:

RAUL IGLESIAS
2113 PECOS STREET
MISSION TX 78572

User / Station: M Cantu - Cash Station 01

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

AUG 19 2009

2023425

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY Date Received
1 Name of person doing business with local governmental entity. <i>Rail Aglesias</i>		
2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. <i>None</i>		
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire. <i>None</i>		

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

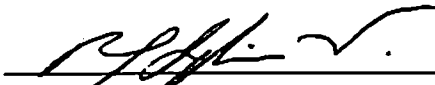
No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7


Signature of person doing business with the governmental entity

8/6/2009
Date

Amended 3/13/2008

CONSTRUCTION CONTRACT

This Agreement, entered into this 1st day of December , 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by CITY OF WESLACO (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and ASAGO CONSTRUCTION, a corporation) of Mission, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	CITY OF WESLACO
PROJECT #:	5006-80-0310-5000-8000--UCP-GVG
PROJECT DESCRIPTION:	<u>"WESLACO Water/Sewer Improvements Project 07 (Nebraska & Indiana Street)"</u>

hereinafter called the project, for the sum of (\$28,596.00) Twenty Eight Thousand , five hundred ninety six, dollars and no cents, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by VA Architects entitled the Architect, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor

Name of Firm: ASAGO CONSTRUCTION

Address: 2113 Pecos Street
Mission, Texas 7857243

Fed. I.D. #/S.S. 74-2821087

STATE OF TEXAS '

COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ____ day of _____, 20____,
by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Program Director

AI-18722

7.D.

**Award of bids / contracts - Home Rehab program
CC CONSENT**

Date: 12/01/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction to Rolando General Construction for (1) unit in the City of La Joya, (1) unit in the City of Weslaco, (1) unit in the City of Elsa and (1) unit in the Countywide area in the amount of \$161,700.00.

Award of bids and contract approval to G&G Contractors for (2) units in the Countywide area in the amount of \$71,180.00.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 8, 22 & 29, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 18, 2009.

Fiscal Impact

Attachments

Link: Bid Tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 10:15 AM	APRV
2	Perla Lopez	Perla Lopez	11/24/2009 01:12 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Estella Webber
Started On: 11/23/2009 04:28 PM
Final Approval Date: 11/25/2009

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: November 18, 2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "DEMOLITION AND RECONSTRUCTION OF SINGLE UNITS IN: LA JOYA, WESLACO, ELSA, AND (3) THREE IN THE COUNTY WIDE AREA."

BID NO: M-08-UC-48-0501

G + D

RFB No.	NAME OF COMPANY	H. & M. TOSCANO SUBMITTED AMOUNT	B. & Y. MONTANO SUBMITTED AMOUNT	~~B. & Y.~~ RODRIGUEZ SUBMITTED AMOUNT	P. MENDOZA SUBMITTED AMOUNT	M. & D. VILLEGAS SUBMITTED AMOUNT	A. PERALTA SUBMITTED AMOUNT	CASHIER'S-CHECK, BID BOND MONEY ORDER SUBMITTED Cashier's Check(s) Included
#1	ROLANDO'S GENERAL CONSTRUCTION	\$45,000.00	\$35,000.00	47,000.00	37,000.00	38,800.00	34,700.00	2450.00 1800.00 1950.00 1800.00 2250.00 1800.00 Cashiers
#2	JD VILLARREAL CONSTRUCTION							
#3	QUALITY INVESTMENTS				\$39,774.00			\$1989.00 Cashiers
#4	G & G CONTRACTORS	54,440.00	36,440.00	52,440.00	34,740.00	36,440.00	34,740.00	\$12,500.00 Cashiers
#5	CRG HOMES	52,555.00	39,500.00	48,660.00	38,120.00	38,120.00	38,120.00	

\$2427.75 Cashiers
 \$1,975.00 Cashiers
 \$2433.00 Cashiers
 \$1906.00 Cashiers
 \$1,906.00 Cashiers
 \$1,906.00 Cashiers

AI-18753

8.A.

**Stop Truancy Grant - Deobligation of funds
CC CONSENT**

Date: 12/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Stop Truancy (1285):
Approval to de-obligate cash match funds from the Stop Truancy grant for FY 2009 (fund 1285, program 005) and appropriate into Co. Wide Adm - Contingency (fund 1100) in the amount of \$2,098.92.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Deobligation of funds in the amount of \$2,098.92 from fund 1285 Stop Truancy Grant and appropriation into Co. Wide Adm.-Contingency fund (1100).

Attachments

Link: [Interfund Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2009 04:49 PM	APRV
2	Roland Garcia	Rolando Garcia	11/25/2009 11:14 AM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Erika Zamora
Started On: 11/24/2009 04:20 PM
Final Approval Date: 11/25/2009

AI-18771

8.B.

Salary Sweep

CC CONSENT

Date: 12/01/2009
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Mr. Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries from various departments to the County Wide Administration account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: General Fund (1100)
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached General Fund Salary Sweep Analysis for funding availability as of 11-25-09.

Attachments

Link: [Salary Sweep](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/25/2009 03:24 PM	APRV
2	Erika Zamora	Erika Zamora	11/25/2009 04:31 PM	APRV
3	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Damaris San Miguel
Started On: 11/25/2009 02:48 PM
Final Approval Date: 11/25/2009

HIDALGO COUNTY

Department Of Budget & Manageme

5TH - GENERAL FUND SALARY S

Amounts based on (BAP) Salary Schedule			
Account Number	Department Name	2009 Budgeted Salary	Payroll Amount per Pay Period B = (A/26)
9-1100-412-00-061-001-0-113	JP PCT 1/PL 1	122,154.95	4,698.27
9-1100-412-00-062-001-0-113	JP PCT 1/PL 2	122,154.95	4,698.27
9-1100-412-00-069-001-0-113	JP PCT 5/PL 1	122,155.00	4,698.27
9-1100-412-00-080-002-0-113	CRIM DA	4,410,420.00	169,631.54
9-1100-412-00-090-001-0-113	DIST CLERK	2,012,908.70	77,419.57
9-1100-412-30-085-003-0-113	PUBLIC DEFENDER	523,317.00	20,127.58
9-1100-413-00-110-006-0-113	CO JUDGE	681,326.10	26,204.85
9-1100-414-00-130-001-0-113	ELECTIONS DEPT	561,924.80	21,612.49
9-1100-415-00-200-001-0-113	INFORMATION TECHNOLOGY	1,094,220.10	42,085.39
9-1100-415-14-115-001-0-113	BUDGET & MANAGEMENT	975,954.00	37,536.69
9-1100-415-15-140-001-0-113	TAX OFF	3,936,637.20	151,409.12
9-1100-415-16-150-001-0-113	CO TREASURER	428,704.00	16,488.62
9-1100-415-18-160-001-0-113	PURCHASING	1,163,374.40	44,745.17
9-1100-415-40-180-001-0-113	CO CLERK	1,889,260.10	72,663.85
9-1100-415-50-190-002-0-113	HUMAN RESOURCES	316,594.00	12,176.69
9-1100-419-10-210-001-0-113	PLANNING DEPT	629,194.25	24,199.78
9-1100-419-40-220-001-0-113	FACILITIES MANAGEMENT	2,587,126.00	99,504.85
9-1100-421-00-115-027-0-113	TX DPS	179,849.00	6,917.27
9-1100-421-00-280-001-0-113	SHERIFF	12,213,290.95	469,741.96
9-1100-421-00-293-001-0-113	CONSTABLE PCT.3	466,438.00	17,939.92
9-1100-421-00-294-001-0-113	CONSTABLE PCT.4	400,916.00	15,419.85
9-1100-421-00-294-007-0-113	CONST PCT 4 - CRTHSE SEC	219,432.00	8,439.69
9-1100-421-00-295-001-0-113	CONSTABLE PCT.5	281,033.00	10,808.96
9-1100-423-21-280-002-0-113	JAIL	13,855,562.05	532,906.23
9-1100-432-00-121-001-0-113	SANITATION PCT.1	719,901.00	27,688.50
9-1100-432-00-122-001-0-113	SANITATION PCT.2	654,276.55	25,164.48
9-1100-432-00-123-001-0-113	SANITATION PCT.3	907,748.00	34,913.38
9-1100-432-00-124-001-0-113	SANITATION PCT.4	353,234.00	13,585.92
9-1100-441-00-340-001-0-113	HEALTH ADM	1,103,943.25	42,459.36
9-1100-441-00-340-003-0-113	HEALTH CLINICS	2,872,915.70	110,496.76
9-1100-444-00-240-001-0-113	HUMAN SERVICES	923,356.40	35,513.71
9-1100-444-00-360-001-0-113	CHILD WELFARE	80,064.00	3,079.38
9-1100-444-00-370-001-0-113	VETERAN'S SRV	168,081.00	6,464.65
9-1100-466-00-122-018-0-113	PCT 2 CRC	97,622.90	3,754.73
9-1100-466-00-122-082-0-113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73
		57,166,524.35	2,198,712.48

9-1100-415-00-115-002-0-899 CO WIDE ADM - CONTINGENCY

TOTAL:

REASON: To sweep lapsed salaries from General Fund to the Cou

nt

EEP

Remaining Estimated Salaries per Year C= (B*2.81761)	SAGE Available Balance 11/25/09	Salaries OBJ. 113 E= (C-D)
13,237.88	\$14,235.26	(997.38)
13,237.88	\$14,379.19	(1,141.31)
13,237.89	\$13,610.23	(372.34)
477,955.52	\$484,408.36	(6,452.84)
218,138.14	\$221,758.06	(3,619.92)
56,711.66	\$58,026.12	(1,314.46)
73,835.05	\$71,673.64	2,161.41
60,895.57	\$61,901.37	(1,005.80)
118,580.21	\$121,488.73	(2,908.52)
105,763.76	\$106,520.88	(757.12)
426,611.86	\$433,175.74	(6,563.88)
46,458.49	\$46,935.00	(476.51)
126,074.44	\$127,594.36	(1,519.92)
204,738.39	\$206,517.65	(1,779.26)
34,309.17	\$37,272.72	(2,963.55)
68,185.54	\$69,104.23	(918.69)
280,365.85	\$290,266.81	(9,900.96)
19,490.17	\$19,909.50	(419.33)
1,323,549.64	\$1,334,880.55	(11,330.91)
50,547.71	\$51,473.41	(925.70)
43,447.11	\$46,572.39	(3,125.28)
23,779.76	\$25,674.19	(1,894.43)
30,455.44	\$33,639.17	(3,183.73)
1,501,521.93	\$1,527,463.80	(25,941.87)
78,015.39	\$80,588.49	(2,573.10)
70,903.70	\$77,047.02	(6,143.32)
98,372.30	\$99,468.47	(1,096.17)
38,279.83	\$39,139.25	(859.42)
119,633.91	\$122,138.81	(2,504.90)
311,336.77	\$320,518.40	(9,181.63)
100,063.78	\$104,424.13	(4,360.35)
8,676.50	\$9,729.43	(1,052.93)
18,214.87	\$19,128.64	(913.77)
10,579.36	\$10,822.86	(243.50)
9,908.78	\$10,231.66	(322.88)
6,195,114.26	6,311,718.52	(116,604.26)

\$ 116,604.26
0.00

Countywide Admin. Account.

AI-18653

9.A.

Approval of 90 Day Grace Period Extension-CTC Distributing and Authority to Advertise Procurement
CC CONSENT

Date: 12/01/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the additional ninety (90) day grace period extension as provided under current contract for: Off-Premises Storage, Records Management, Pick Up & Delivery Services for the Hidalgo County WIC Program and All Other County Departments, under the same rates, terms, and conditions with CTC Distributing, Ltd.-C-08-162-12-09 effective 12/10/09-03/09/10 so as to have no lapse in services while procurement process is completed;
2. Requesting authority to advertise the sealed procurement for: Off-Premises Storage, Records Management, Pick Up/Delivery and Other Related Services with approval of current specifications with modifications, additions and deletions to be incorporated as drafted and developed with the WIC Program Director.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 9-1292-441-00-350-001-0-341
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO#630558 \$715.00 as of 11/25/09 for CTC Distributing, LTD.

Attachments

Link: [Extension Letter](#)

Link: [draft specs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2009 11:44 AM	APRV
2	Budget & Management	Angela Garcia	11/25/2009 01:25 PM	APRV
3	Erika Zamora	Erika Zamora	11/25/2009 04:46 PM	APRV
4	Auditor's Office	Angela Garcia	11/25/2009 04:48 PM	APRV

Form Started By: Rocio Villarreal

Started On: 11/19/2009 10:44 AM



PURCHASING DEPARTMENT
County Of Hidalgo

November 24, 2009

CTC Distributing, Ltd.
Bruce Goldman, Owner
615 Blaze Blvd.
Edinburg, Texas 78539

Via Facsimile (956) 787-9804

Re: C-08-126-12-09-Off Premises Record Storage, Mgt., Pickup, Retrieval & Delivery Services for
WIC Program & Other Departments

Dear Mr. Goldman:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the ninety (90) day grace period extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 1, 2009, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on November 25, 2009, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

S P E C I F I C A T I O N S

**“OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES” for
HIDALGO COUNTY ADDITIONAL DEPARTMENT(S)
BID NO.: 2008-162-00-00-otm**

TURNKEY SPECIFICATIONS and REQUIREMENTS

- 1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage.

2. Services will be on an “as-needed basis”. Hidalgo County has the option to add or delete department(s). Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that it intends to transport its files from storage to its own or another facility.
3. The bidder must provide the following services:
 - a. Storage of all new/additional records, in a new proper storage box;
 - b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit “H”;
 - c. Deliver files/boxes requested by the Department;
 - d. Any storage boxes requiring replacement shall be provided at no charge to the County.
 - e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the WIC Dept. shall be kept in one location within the storage facility).
 - f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
 - g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.
4. For purposes of this RFB:

“Delivery” is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

“Pick Up” is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder’s facility.

Con't Specifications

“Retrieval” shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A **“Request”** for a file or box shall consist of a County Department’s designated person providing a written form (See Exhibit “G”) to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the “Services”.

5. It is the contractor’s sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address:
<http://www.tsl.state.tx.us/slrn/recordspubs/index.html>
 - a. Microfilming Standards and Procedures (Local Government Bulletin A)
 - b. Electronic Records Standards and Procedures (Local Government Bulletin B)
 - c. Inventory and Scheduling Records (Local Government Bulletin C)
 - d. Local Government Records Act (Local Government Bulletin D)
6. **The storage facility must be located entirely within Hidalgo County.**
 - a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
 - b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.
7. The storage facility must be free of dust and dirt buildup.
8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.
9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.
10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

Con't Specifications

- a) Smoking or use of open flame devices in storage areas shall be prohibited.
 - b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
 - c) Such systems must include adequate smoke and fire early warning systems.
 - d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.
 - e) Halon is a preferred suppression system.
11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.
12. Boxes shall not be stacked more than four (4) boxes high.
13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.
14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.
15. The current awarded contractor for this bid is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.
16. **Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of June 30, 2008 includes the following:

INVENTORY:	WIC DEPARTMENT	HIDTA TASK FORCE	
Letter/Legal Size Boxes			
Letter Transfer Size Boxes			
Legal Transfer Size Boxes			
Non-Standard Size Boxes			
Books			
Check Boxes			

Con't Specifications

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.
18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.
19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box: Letter/Legal
 12 W x 15 L x 10 H
 Separate Cover
 Triple Walled (Width)
 Double Walled (Length)
 Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.
21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**
23. **Response Time.** The parties agree to the following response time by Company:
 - a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
 - b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

Con't Specifications

- c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**
25. **Hours of Services Required:** Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).
26. **Monthly Reports:** Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
 - Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
 - An exact electronic inventory of all files must be provided as needed to the County.
 - Both the vendor site and the County must have compatible readers and access to the inventory at all times.
 - All files must be accounted for and tracked through the electronic system at all times, at all sites.
 - Electronic tag on case jacket must be of an accepted industry standard format.
 - RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.
27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, _____, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, _____, 2008.

END

Con't Specifications

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on January 30, 2008..

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CON'T - SPECIFICATIONS

33. TERMINATION:

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. CONTRACT ADMINISTRATOR:

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

**HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626**

35. ADDITIONAL PROVISION:

The following clauses or provisions must be included in the contract:

- A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of \$1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. SCOPE OF CONTRACT:

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

CON'T - SPECIFICATIONS

The quantities stated in the **Records Inventory List** are the best estimates of the user department(s) inventory as of June 30, 2007. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for.** **No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- a. Method of delivery or pickup of files
- b. Place of deliveries.
- c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- d. Description of services to be provided which do not result in additional expenses to the Contractor.
- e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

Con't Specifications

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

- a. Name COUNTY as additional insured/or an insured, as its interests may appear.
- b. Provide COUNTY a waiver of subrogation.
- c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.
- d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.
- e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....	\$ 300,000.00
Bodily Injury (Each accident).....	\$ 500,000.00
Property Damage	\$ 300,000.00

General Liability (Including Contractual Liability): (Each Occurrence)

Bodily Injury	\$ 500,000.00
Property Damage	\$ 500,000.00

Excess Liability:

Umbrella Form Not Required

Worker's Compensation:.....Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

Con't Specifications

40. **DESIGNATED COUNTY HOLIDAYS 2008:**

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D", Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 15 pages.
13. Certification Regarding Debarment consisting of 1 page.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

EXHIBIT "A"

AFFIDAVIT

BEFORE ME, the undersigned _____ authority on this _____ day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____ County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated _____, 2005, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Typed or Printed Name of Affiant

Title of Affiant

Address

SUBSCRIBED AND SWORN to before me by the said _____ this ____ day of _____ 2007, to certify which witness my hand and seal of office.

Notary Public in and for _____ County, Texas.

Typed or printed name of notary

My commission expires:

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

- | | | |
|----|------------|-------|
| 1. | _____ | _____ |
| | Print Name | Title |
| 2. | _____ | _____ |
| | Print Name | Title |

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

HIDALGO COUNTY
OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES” for

HIDALGO COUNTY
2008-162-00-00-otm

I. Vehicles:

List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. System/Equipment:

List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

III. Staffing:

Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT “F”

KEY LIST

**“OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES” for
HIDALGO COUNTY
BID NO.: 2008-162-00-00-otm**

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. JUAN DE DIOS SALINAS, III	HIDALGO COUNTY JUDGE
RIGO VILLARREAL	ADMINISTRATIVE ASSISTANT
HON. SYLVIA A. HANDY	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR “TITO” PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. OSCAR L. GARZA, JR.	HIDALGO COUNTY PRECINCT NO. 4
	HIDALGO COUNTY WIC PROGRAM
	HIDALGO COUNTY HIDTA TASK FORCE
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

EXHIBIT “H”

REQUEST FOR EMERGENCY SERVICES

This is to authorize the retrieval and delivery of records under emergency (special) circumstances as per Section VI, Hours of Service Required, and Section IX, Contract (Special) Provisions, of the ***“Off-Premises Storage, Records Management, Pick Up, Retrieval & Delivery Services - User Department (Type department name) Specifications.”***

I, _____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit “G”.

Type Name of Department Head and/or Designee

Date

EXHIBIT "B"

BID PAGE

"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY

BID NO.: 2008-162-00-00-otm

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified in the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviations in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: WIC DEPARTMENT

MONTHLY \$ _____ ANNUAL \$ _____

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: HIDTA TASK FORCE

MONTHLY \$ _____ ANNUAL \$ _____

(C) PRICE FOR STORAGE OF **FUTURE** RECORDS INVENTORY FOR ADDITIONAL DEPARTMENT(S):

PER BOX: \$ _____ MONTHLY \$ _____

(D) BIDDER IS TO PROVIDE A BID PRICE FOR THE PURCHASE OF STORAGE BOXES. **(PLEASE SPECIFY BOX SIZE)**

BID PRICE \$ _____ SIZE: _____

BID PRICE \$ _____ SIZE: _____

AI-18735

9.B.

BCAP Application for Payment No. 3 El Charro No. 2 Pct. No. 2

CC CONSENT

Date: 12/01/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Application for Payment No. 3 in the amount of \$73,269.45 from Alvarez Construction contracted vendor for El Charro # 2 Subdivision submitted by R. Gutierrez Engineering Corporation. C-CAP-09-001-04-21

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-240-1-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.# 622455 has \$103,345.91 available balance as of 11/25/09.

Attachments

Link: [Application for Payment No. 3 El Charro No. 2 Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/24/2009 10:59 AM	APRV
2	Purchasing Department	Marty Salazar	11/24/2009 04:54 PM	APRV
3	Budget & Management	Erika Zamora	11/25/2009 09:16 AM	APRV
4	Roland Garcia	Rolando Garcia	11/25/2009 11:12 AM	APRV
5	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Marcie Jackson

Started On: 11/24/2009 10:38 AM

Final Approval Date: 11/25/2009

AI-18735 12/01/09

APPLICATION FOR PMT #3

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: Alvarez Construction (CONTRACTOR)
 Contract: C-CAP-09-001-04-21
 Project: EI Charro #2
 OWNER's Contract No. C-CAP-09-001-04-21 ENGINEER's Project No. ENG05.012K
 For Work accomplished through the date of: 12-Nov-2009

1. Original Contract Price:	\$	194,300.50
2. Net change by Change Orders and Written Agreements (+ or -):	\$	21,435.41
3. Current Contract Price (1 plus 2):	\$	215,735.91
4. Total completed and stored to date:	\$	193,800.50
5. Retainage (per Agreement):		
10% of completed Work:	\$	19,380.05
10% of stored material:	\$	-
Total Retainage:	\$	19,380.05
6. Total completed and stored to date less retainage (4 minus 5):	\$	174,420.45
7. Less previous Application for Payments:	\$	(101,151.00)
8. Balance to Finish:	\$	21,935.41
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$	73,269.45

Accompanying Documentation:

REQ# 153732 P.O.# 622455
 9-1311-431-00-122-240-1-733→\$81,410.50
 <-8,141.05>=\$73,269.45

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

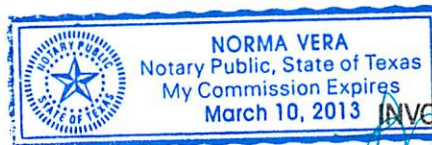
Dated 16-Nov-09

Alvarez Construction

CONTRACTOR

By: Homeno AlzState of TexasCounty of HidalgoSubscribed and sworn to before me this 20th
day of NovemberNorma Vera

Notary Public

My Commission expires: March 10, 2013

INVOICE RECEIVED BY:

Hector Palacios ON 11/23/09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 11/23/09

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 16-Nov-09

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: Juan P. Gutierrez P.E. 11/20/09

INVOICE RECEIVED BY:

Esmeralda Molina ON 11-23-09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 11-23-09

Alvarez Construction	Contractor Name
May 8, 2009	Starting Date
November 16, 2009	Project Ending Date
10%	Retainage Percent
July 30, 2009	Time Stopped

Application No.: 3
 Application Date: November 16, 2009
 Period To: November 12, 2009
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	C.O.#1 Revised Schedule Value	C.O.#2 Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C1080240	El Charro #2	\$ 194,300.50	\$ 196,300.50	\$ 215,735.91	\$ 66,414.00	\$ 45,976.00	\$ 81,410.50	\$ 193,800.50	\$ 21,935.41	\$ 19,380.05	\$ 174,420.45	\$ 101,151.00	\$ 73,269.45
		\$ 194,300.50	\$ 196,300.50	\$ 215,735.91	\$ 66,414.00	\$ 45,976.00	\$ 81,410.50	\$ 193,800.50	\$ 21,935.41	\$ 19,380.05	\$ 174,420.45	\$ 101,151.00	\$ 73,269.45

Contractor Name:	Alvarez Construction
Starting Date:	8-May-2009
Project Ending Date:	15-Nov-2009
Engineer's / County Project Desc:	El Charro #2

Application:	PMT #3
Application Date:	16-Nov-2009
Period To:	12-Nov-2009
Engineer's / County Project No.:	ENG05 012K

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Application #1			Application #2			Application #3			Engineer's County Project No.		Engineer's City/County	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars	
1	402	Trench Excavation Protection	LF	\$ 4.00	870.00	\$ 3,480.00	\$ 4.00	870.00	\$ 3,480.00	\$ 4.00	870.00	\$ 3,480.00	591.00	591.00	\$ 2,364.00	279.00	870.00	\$ 1,116.00		870.00	\$ -	\$ 3,480.00	0.00	\$ -	
2	432	Concrete Riprap (CL C)	CY	\$ 500.00	5.00	\$ 2,500.00	\$ 500.00	5.00	\$ 2,500.00	\$ 500.00	5.00	\$ 2,500.00		-	\$ -		-	\$ -		-	\$ -	\$ -	5.00	\$ 2,500.00	
3	464	RCP (CL III)(18")	LF	\$ 30.00	291.00	\$ 8,730.00	\$ 30.00	291.00	\$ 8,730.00	\$ 30.00	370.00	\$ 11,100.00	291.00	291.00	\$ 8,730.00		291.00	\$ -		291.00	\$ -	\$ 8,730.00	79.00	\$ 2,370.00	
4	464	RCP (CL III)(24")	LF	\$ 40.00	383.00	\$ 15,320.00	\$ 40.00	383.00	\$ 15,320.00	\$ 40.00	383.00	\$ 15,320.00	383.00	383.00	\$ 15,320.00		383.00	\$ -		383.00	\$ -	\$ 15,320.00	0.00	\$ -	
5	464	RCP (CL III)(30")	LF	\$ 45.00	308.00	\$ 13,860.00	\$ 45.00	308.00	\$ 13,860.00	\$ 45.00	308.00	\$ 13,860.00		-	\$ -	308.00	308.00	\$ 13,860.00		308.00	\$ -	\$ 13,860.00	0.00	\$ -	
6	465	Inlet (Ty A)	EA	\$ 4,000.00	9.00	\$ 36,000.00	\$ 4,000.00	9.00	\$ 36,000.00	\$ 4,000.00	9.00	\$ 36,000.00	7.00	7.00	\$ 28,000.00	2.00	9.00	\$ 8,000.00		9.00	\$ -	\$ 36,000.00	0.00	\$ -	
7	465	Inlet (Ty C)	EA	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	1.00	1.00	\$ 4,000.00		1.00	\$ -		1.00	\$ -	\$ 4,000.00	0.00	\$ -	
8	465	Inlet (Ty F2)	EA	\$ 6,000.00	3.00	\$ 18,000.00	\$ 6,000.00	3.00	\$ 18,000.00	\$ 6,000.00	3.00	\$ 18,000.00		-	\$ -	3.00	3.00	\$ 18,000.00		3.00	\$ -	\$ 18,000.00	0.00	\$ -	
9	465	Manhole (Ty A)	EA	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		-	\$ -	1.00	1.00	\$ 3,000.00		1.00	\$ -	\$ 3,000.00	0.00	\$ -	
10	467	Safety End Treatments (6:1)	EA	\$ 2,000.00	4.00	\$ 8,000.00	\$ 2,000.00	4.00	\$ 8,000.00	\$ 2,000.00	4.00	\$ 8,000.00	4.00	4.00	\$ 8,000.00		4.00	\$ -		4.00	\$ -	\$ 8,000.00	0.00	\$ -	
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 6.50	9,887.00	\$ 64,265.50	\$ 6.50	9,887.00	\$ 64,265.50	\$ 6.50	12,455.00	\$ 80,957.50		-	\$ -		-	\$ -	9,887.00	9,887.00	\$ 64,265.50	\$ 64,265.50	2,568.00	\$ 16,692.00	
12	529	Concrete Valley Gutter (4-Ft)	LF	\$ 18.00	420.00	\$ 7,560.00	\$ 18.00	420.00	\$ 7,560.00	\$ 18.00	420.00	\$ 7,560.00		-	\$ -		-	\$ -	420.00	420.00	\$ 7,560.00	\$ 7,560.00	0.00	\$ -	
13	530	Driveways (CONCRETE)	SY	\$ 27.00	355.00	\$ 9,585.00	\$ 27.00	355.00	\$ 9,585.00	\$ 27.00	368.83	\$ 9,958.41		-	\$ -		-	\$ -	355.00	355.00	\$ 9,585.00	\$ 9,585.00	13.83	\$ 373.41	
14		Inlet Adjustment	EA	\$ -	0.00	\$ -	\$ 1,000.00	2.00	\$ 2,000.00	\$ 1,000.00	2.00	\$ 2,000.00		-	\$ -	2.00	2.00	\$ 2,000.00		2.00	\$ -	\$ 2,000.00	0.00	\$ -	
																						</			

Printed Name: _____

Javier Gutierrez

Date: _____

16-Nov-2009

Signature:

[Handwritten signature]

Texas Online- "E-pay" and "E-filing Services"-Hidalgo County Clerk and District Clerk Offices**CC CONSENT**

Date: 12/01/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information**CAPTION**

1. Requesting approval for the continuation of services for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with the newly selected awarded vendor "Texas NICUSA" through the Texas Department Of Information Resources (DIR) for the Texas Electronic Framework Standard Service Level Agreement-(TEF) for Hidalgo County Clerk's Office and District Clerk's Office;
2. Requesting approval for the new service agreement for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with Texas NICUSA-DIR-TXO-001, newly selected and awarded vendor through the Texas Department Of Information Resources (DIR) for Hidalgo County Clerk's Office and District Clerk's Office.

BACKGROUND

Department of Information Resources (DIR) went out on Request For Offers again for these services and a new vendor (Texas NICUSA) was selected and awarded for a seven (7) year term. For the first contract year, a period commencing on the effective date of July 31, 2009 and ending on August 31, 2010, and for each ensuing contract year thereafter will be commencing on September 1st and ending August 31st. The new vendor will manage the Texas Online, the state's Internet portal. (see attachment for further information)

Original service agreement previously approved by Commissioners Court on July 29, 2004 for Hidalgo County Clerk's Office and was amended to include Hidalgo County District Clerk's Office on October 18, 2005 with awarded vendor then being "BearingPoint". (see attachment for review)

Department Of Information Resources (DIR) has notified "BearingPoint, Inc." that they are no longer the contracted vendor for these services thus officially closing out the service agreement in place with them for Hidalgo County.

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Will bear no fiscal impact to Hidalgo County. Services are at no cost.

Attachments

Link: [County Clerk's Agreement with Minutes](#)

Link: [District Clerk's Amendment to Agreement with Minutes](#)

Link: [Service Agreement](#)

Link: [DIR'S NOTICE OF AWARD](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/24/2009 04:44 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:48 PM	APRV
3	Sylvia Solis	Sylvia Solis	11/25/2009 10:00 AM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Vangie Garcia

Started On: 11/23/2009 12:48 PM

Final Approval Date: 11/25/2009

5. **Requesting authority to exercise the additional one year extension as provided in current contract for "Fire Extinguisher Maintenance Service" under the same rates, terms and conditions with Corky's Fire Ext Sales & Service. Effective 07-31-04 thru 07-31-05.**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- * 6. **Requesting approval of an exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (7) (C) "...a state agency of this ...", Department of Information Research, DIR's contract with Bearing Point, fka, KPMG, for the Texas Electronic Framework Standard Service Level Agreement-(TEF), for the provision by Texas Online for "epay" (e-commerce transactions) and Efiling services for the Hidalgo County Clerk's Office.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **Requesting approval of the Texas Electronic Service Agreement between Bearing Point, fka-KPMG and Hidalgo County Clerk's Office.**

* On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

8. **Requesting authority to purchase computer equipment and software from CISV vendors through TBPC Catalogue Purchasing Program for the following:**

Req	Dept	Vendor	Amount	Acct#
54520	Health Dept	Computer Tech	\$12,500.00	4-1293-441-00-340-013-4-745
54470	Health Dept	CDW Govmnt	\$6,233.13	4-1293-441-00-340-013-4-745
54277	District Atty	CDW Govmnt	\$13,734.89	4-1222-412-00-080-006-0-747

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. HIDALGO COUNTY ADULT DETENTION FACILITY-

1. **Recommending award of bid(s) and approval of contract(s) for: "Legend and Non Legend Pharmaceuticals and Infirmary Medical Supplies", to bidder(s) meeting all requirements and/or specifications.**

NO ACTION taken on this item.

2. **Presentation for discussion, consideration and approval of a final negotiated contract for "Registered Pharmacist Services" with David Max Castro registered pharmacist.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**TEXAS ELECTRONIC FRAMEWORK
STANDARD SERVICE LEVEL AGREEMENT**

This Service Level Agreement (this "Agreement") is between BearingPoint, Inc. ("BearingPoint") and Hidalgo County Clerk's Office ("Government Entity"), a local government entity within the State of Texas. BearingPoint and Government Entity may be referred to each as a "Party", or collectively as "Parties", herein.

WHEREAS, the Texas Electronic Framework ("TEF") is a framework constructed pursuant to the Texas Electronic Framework Agreement, as renewed and amended (hereinafter called the "Master Contract") between the Texas Department of Information Resources (DIR) and KPMG Consulting L.L.C. (predecessor-in-interest to BearingPoint").

WHEREAS, "TexasOnline" is the name of the primary Web site for TEF and for hosted applications of state agencies and local governments electing to use the hosting services.

WHEREAS, "Electronic Payment" or "ePay" is the name of the Payment Services and Web site that is used by Texas Online participants for e-commerce transactions.

WHEREAS, this Agreement applies to BearingPoint providing eFiling services on TexasOnline (the "Services") to Government Entity.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following.

1. Master Contract

The Parties acknowledge and agree that the terms and conditions of the Master Contract applicable to Government Entities, as well as specific sections of the Master Contract referenced in this Agreement, are incorporated herein by this reference and shall apply with full force and effect to the provision of Services under this Agreement by BearingPoint to Government Entity. No other terms of the Master Contract shall apply to the provision of the Services hereunder as between BearingPoint and Government Entity. Capitalized terms not defined herein shall have the same meaning ascribed to them as in the Master Contract.

2. Authority Approval

Government Entity acknowledges that in order for BearingPoint to provide Services pursuant to this Agreement, the TexasOnline Authority ("Authority") must approve placing at least one of Government Entity's applications for inclusion on TexasOnline. A list of available applications using Services under this agreement is included in Exhibit A – Applications, Services and Fee Schedules.

3. Privacy and Security

Section IX, Privacy and Security, of the Master Contract is incorporated herein by reference; BearingPoint's obligations set forth in Section IX of the Master Agreement shall apply with respect to Government Entity.

4. Government Entity Website Security

Government Entity hosting its own Web site will follow recommended security standards for State Web sites, and will conform with security policies and procedures promulgated by BearingPoint from time to time. Government Entity acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of BearingPoint and other governmental entities. BearingPoint will not be liable for violations of security policies and procedures by Government Entity.

5. Services

All Services to be provided by BearingPoint to Government Entity under this Agreement are set out in Exhibit A.

6. Limited Warranty by BearingPoint

BEARINGPOINT WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS AGREEMENT SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. GOVERNMENT ENTITY SHALL PROVIDE WRITTEN NOTICE OF ANY SERVICE WHICH IT BELIEVES IS NOT PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT SHALL REPERFORM ANY SERVICES WHICH ARE DETERMINED TO NOT HAVE BEEN PERFORMED IN A GOOD AND WORKMANLIKE MANNER. BEARINGPOINT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees

For the Services to be provided to the Government Entity as outlined in Exhibit A, BearingPoint is entitled to the fees set out in Exhibit A. The convenience fee amounts will be clearly stated to the user. Users will give explicit confirmation that they have agreed to pay the fees. No fees are due to BearingPoint by the Government Entity.

8. Modifications to Fees and Services

This agreement can be modified for the addition of both Services and fees based on mutual agreement in writing of BearingPoint and Government Entity.

9. Government Entity Obligations

9.1. Government Entity shall provide a contact number for the application(s) on an 8:00 a.m. - 5:00 p.m. CT basis to receive 1st and 2nd level inquiries received by the Customer Information Center.

9.2. Government Entity shall cooperate with BearingPoint in BearingPoint's performance of its obligations under this Agreement.

9.3. Government Entity shall comply with the privacy statements, which are displayed on the TexasOnline site, and with all applicable laws related to information received from or distributed to individuals using the Services.

9.4. Government Entity shall provide access to information and systems as BearingPoint deems necessary to assist BearingPoint in performing its obligations hereunder.

9.5. No later than 60 days prior to implementation, the Government Entity must provide to BearingPoint banking information for all required financial accounts including, but not limited to:

- Government Entity Financial Contact Name
- Government Entity Financial Mailing Address
- Government Entity Financial Contact Title
- Government Entity Financial Contact Telephone Number
- Government Entity Financial Contact email Address
- Government Entity Bank Name(s)
- Government Entity ABA Number(s)
- Government Entity Bank Account Number(s)
- Government Entity Bank Contact Name
- Government Entity Bank Contact Phone Number
- Government Entity Bank Address
- Voided Check or Bank Letter on Government Entity's Bank's Letterhead

The required information is subject to change according to what is necessary to correctly process fees and disburse payments to the Government Entity. BearingPoint shall maintain such banking information confidential and in a secure location and shall not utilize the information for any purposes whatsoever, other than consistent with the terms of this Agreement.

9.6. Government Entity shall at all times be responsible for the back-up and preservation of any data within Government Entity's control which does not reside on TexasOnline Web site or electronic payment Web site.

9.7. Government Entity shall notify BearingPoint within 15 (fifteen) minutes that the Government Entity's system is down or otherwise unable to electronically receive documents.

9.8. Proposals for new applications and services may be developed by either BearingPoint or Government Entity and submitted to the Authority for approval and inclusion for TexasOnline. Government Entity acknowledges that developing new applications and services is essential to TexasOnline becoming and remaining successful.

9.9. Government Entity shall at least on a daily basis check and accept or reject all filings.

9.10. Government Entity shall accept and use additional eFiling functionality and new document types as is available from TexasOnline.

9.11. Government Entity is responsible to test the functionality and performance of all Government Entity produced and maintained applications and interfaces to TexasOnline. Notwithstanding anything to the contrary in this Agreement, both parties agree to one forty-five (45) day initial Pilot Phase beginning on inception of service during which time Government Entity will evaluate the Services and test for performance and reliability of Service toward its purpose as understood by both parties. If the Government Entity is dissatisfied as to the performance of the Services during the initial Pilot Phase, BearingPoint shall have thirty (30) days from receipt of notice of Government Entity's dissatisfaction to make changes as necessary, to the satisfaction of the Government Entity.

9.12. Government Entity is responsible to perform user acceptance testing of the TexasOnline eFiling Services and enhancements.

9.13. Government Entity is responsible to train staff on profile, intake functions and financial reconciliation functions related to the Services.

9.14. Government Entity accepts the responsibility to maintain an accurate profile as required with respect to the Services, including an accurate fee schedule. Government entity agrees to accept any filing and fee that is calculated from information provided in the clerk maintained profile. Any conflict that arises due to the failure of the Government Entity to provide accurate profile information, including accurate fee information is the sole responsibility of the Government Entity.

9.15. Government Entity shall provide a hyperlink to the TexasOnline home page from the Government Entity's home page as well as display the TexasOnline logo on the Government Entity's home page. Government Entity will maintain the hyperlink to TexasOnline and make appropriate changes in the URL as requested by TexasOnline.

9.16. Government Entity shall support BearingPoint efforts to upgrade the TexasOnline environment Operating System, Application Server Software, Web Server Software, and Hardware on Government Entity environments, as hosted by BearingPoint.

9.17. Government Entity is responsible for any reasonable costs related to the development of an automated interface application that would process data available from eFiling into Government Entity Systems, subject to prior written approval by Government Entity.

9.18. Government Entity shall work with BearingPoint to develop and implement a plan to increase awareness and usage of TexasOnline goods, services, and conveniences offered through the Government Entity's Web site. Government Entity shall actively promote TexasOnline goods, services and conveniences offered through the Government Entity's web site and TexasOnline through all reasonable means, to the extent allowed by law, including but not limited to the following:

- in printed materials;

- in facilities open to the public;
- in recorded telephone messages;
- in advertising or public relations activities;
- by any other means in which the Government Entity currently interacts with its client base.

Additionally, if Government Entity publishes information about the Services available that are hosted by TexasOnline, then the following language shall also appear: "In affiliation with www.TexasOnline.com."

9.19. Government Entity shall be responsible for receipt (when the filing is available for access on the TexasOnline browser) of any filings made on TexasOnline.

9.19 If Government Entity chooses to charge a convenience fee then Government Entity must give BearingPoint sixty (60) days prior written notice of the fee or change in the fee. BearingPoint will submit fee change requests to the TexasOnline Authority for approval. If approved, such fee changes will be implemented thirty (30) days from approval.

10. Performance and Availability

BearingPoint will provide the Services at the following service levels (the "Service Level(s)" or "SLA(s)"). BearingPoint will provide page loading time to the user (measured at the Web server) on an average of 5 seconds. Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. Submission of the filing by the filer is exempted from the average page loading time commitment.

BearingPoint will provide up-time and availability of the TexasOnline network and Electronic Payment System of 98.5%. This Service Level will be measured monthly. The following will not be included in BearingPoint's up-time and availability computation:

- 1) Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of 72 hours of advance notice to the Department of Information Resources, and shall occur only during non-peak hours unless otherwise agreed by the Parties. If less than 72 hours notice is provided or the Department of Information Resources does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time for the purpose of this SLA. Upon receipt of DIR approval, BearingPoint will notify Government Entity of all scheduled and planned outages.
- 2) Government Entity may at its own discretion request an outage with respect to Services, which will not be considered down-time for the purpose of this SLA.

- 3) Any Framework systems or components that are not owned, controlled or contracted by BearingPoint that fail and result in an outage, will not be down-time for the purpose of this SLA, unless the cause of the failure can be shown to have been a result of BearingPoint's negligence or malfeasance.
- 4) Service outages caused by Government Entity application code failure or failure of Government Entity maintained portions of the application or infrastructure.
- 5) Any downtime that exists as a result of a Government Entity network infrastructure failure will not be considered downtime for the purposes of this SLA.
- 6) BearingPoint reserves the right to restrict the size of eFiling attached documents in order to preserve performance commitments.
- 7) If for any reason, TexasOnline or BearingPoint are unable to electronically transmit a document to the Government Entity, then BearingPoint will deliver the document to the Government Entity in some other manner by 5 p.m. on the first business day following receipt of confirmation from Government Entity of the failure to electronically receive or transmit the documents.

11. Effective Date; Renewal

This Agreement is effective upon execution by representatives of BearingPoint and Government Entity and expires three years after execution of the contract. Thereafter, the agreement shall renew automatically for one year increments, unless either party gives ninety-days written notice prior to the end of the current term that it is not renewing the Agreement. Termination of the Master Agreement will not terminate this Agreement unless both parties agree to such termination.

Government Entity agrees and acknowledges that the terms of the Master Contract related to force majeure, confidentiality, and limitations on damages are hereby incorporated by this reference and shall apply to this Agreement, and Government Entity shall be bound by the responsibilities for any governmental unit within the State of Texas with regard to such provisions.

Any terms contained in this Agreement, which conflict with or are in violation of Texas law, are void regardless of whether Government Entity accepts such terms or is deemed to have accepted such terms.

12. General Terms

12.1. No Waiver. No provision of this agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Government Entity, as an local government entity within the State of Texas, or otherwise available to Government Entity. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either party will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

12.2. Entire Agreement; Conflicts. Except as expressly provided otherwise herein, this Agreement will represent the entire agreement by and between Government Entity and BearingPoint regarding the subject matter of this Agreement. This Agreement may not be changed or amended except by the mutual written agreement of the parties. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Contract, the terms and conditions of this Agreement shall govern.

12.3. Applicable Law. This Agreement shall be construed and governed by the laws of the State of Texas.

12.4. Severability. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

12.5. Amendments. This Agreement may be amended only upon written agreement between Government Entity and BearingPoint, but in no case will this Agreement be amended so as to make it conflict with the laws of the State of Texas.

12.6. Assignments. Neither Government Entity nor BearingPoint may assign or transfer this Agreement without the written consent of the other, which consent will not be unreasonably withheld, except that upon written notice to Government Entity, BearingPoint may assign this Agreement without Government Entity's consent to any entity that BearingPoint controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of BearingPoint whether by consolidation, merger, sale or otherwise (such as a spin-off of BearingPoint).

12.7. Partially Completed Work. Section IV. Ownership of Intellectual Property; Indemnification in the Master Contract is incorporated herein by reference and shall apply to work product created by BearingPoint pursuant to this Agreement

12.8. Independent Contractor. BearingPoint shall serve as an independent contractor in providing Services under this Agreement. BearingPoint's employees are not and shall not be construed as employees of Government Entity.

12.9. Limitation on Authority; No Other Obligations. BearingPoint shall have no authority to act for or on behalf of Government Entity except as provided for in this Agreement and the Master Contract; no other authority, power or use is granted or implied. BearingPoint may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Government Entity other than those incurred in performance of this Agreement and the Master Contract.

12.10. Supporting Documents; Inspection of Records. Section XIII. Right to Audit of the Master Contract is incorporated herein by this reference. BearingPoint's obligations set forth in Section XIII of the Master Agreement shall also apply with respect to Government Entity. In addition to the requirements of Section XIII. Right to Audit of the Master Contract, BearingPoint shall maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents shall be

maintained and retained by BearingPoint for a period of two (2) years after the date of submission of the final invoices.

12.11. No Conflicts. BearingPoint represents and warrants that BearingPoint, to the best of its knowledge, has no actual or potential conflicts of interest in providing Services to Government Entity under this Agreement and that BearingPoint's provision of Services under this Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

12.12. Financial Interests; Gifts. BearingPoint represents and warrants that neither BearingPoint nor any person or entity, which will participate financially in this Agreement, has received compensation from Government Entity for participation in preparation of specifications for this Agreement. BearingPoint represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement.

12.13 BearingPoint is subject to audit by Government Entity during the term of this contract and within two years of the termination of this contract, and thereafter as provided by law, to determine that Services were proper and the billings were correct.

12.15 Notices. All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to BearingPoint:

BEARINGPOINT.
111 Congress Ave., Suite 1100
Austin, TX 78701
Attention: Gary Miglicco

with a copy to:

BEARINGPOINT
1676 International Drive
McLean, Virginia 22102
Attention: Office of General Counsel

If to Government Entity:

Hidalgo County
County Judges Office
100 N. Closser
Edinburg, Texas 78540

13. Separate Deposit Accounts; Losses. Any fees specifically related to a legal filing and corresponding services including but not limited to citation, service of process and copy charges, are transferred via ACH to the appropriate Government Entity financial account(s) by the credit card or ACH processor upon fund capture. BearingPoint is responsible for normal processing fees associated with these accounts; however, Government Entity agrees that it shall be liable for any refunds, chargebacks, and additional fees or expenses associated with this payment collection.

14. Termination.

14.1 In the event that either party fails to carry out or comply with any of the material terms and conditions of this Agreement, the other party may notify the breaching party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching party fails to remedy such failure or default within thirty (30) days of receiving written notice, the other party shall have the right to cancel this Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Government Entity shall not have the right to cancel this Agreement if BearingPoint's failure or inability to comply with the terms and conditions of this Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Government Entity to provide the support and assistance that BearingPoint requires from Government Entity to perform its obligations under this Agreement, and which Government Entity previously agreed to provide to BearingPoint. If Government Entity does not provide BearingPoint with the requisite level or amount of support, for whatever reason, BearingPoint will, upon receipt of the Authority's approval, be entitled, but not obligated, to suspend or cancel any further work on the particular Services for which adequate support is not available, and focus its efforts on other Services.

14.2 Either BearingPoint or Government Entity may terminate this Agreement without cause upon ninety (90) days prior written notice.

14.3 Government Entity may elect to continue to utilize BearingPoint's Services under this Agreement even if the Master Contract expires or terminates.

15. Indemnification and Release of Liability

BearingPoint will indemnify, defend and hold harmless Government Entity against any action or claim brought against the Government Entity to the extent that it is based upon a claim that the Software infringes any U.S. patent rights, or incorporates any misappropriated trade secrets (a "Claim"). BearingPoint will pay any damages attributable to such Claim that are awarded against the Government Entity in a judgment or settlement approved in advance by BearingPoint provided that the Government Entity: (i) promptly notifies BearingPoint in writing of the Claim; (ii) grants BearingPoint sole control of the defense and settlement of the claims through the Government Entity; and (iii) provides BearingPoint with all reasonable assistance, information, and authority required for the defense and settlement of the Claim. If Government Entity's use of any of the Software hereunder becomes subject to a Claim, or in BearingPoint's opinion is likely to become subject to a Claim, BearingPoint may, at its sole option and expense, (i) procure for Government

Entity the right to continue using the Software under the terms of this Agreement; (ii) replace or modify such Software so that it is non-infringing; or if options (i) and (ii) above cannot be accomplished despite BearingPoint's good faith efforts, then BearingPoint may terminate this Agreement by complying with the notice requirements in V. (b) of the Master Contract, and the continued operation requirements of paragraph XI.(a) of the Master Contract to the extent that it can continue to be operated or maintained without further infringement.

THE PROVISIONS OF THIS PARAGRAPH 15 SET FORTH BEARINGPOINT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND THE GOVERNMENT ENTITY'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF U.S. PATENT RIGHTS, U.S. COPYRIGHT RIGHTS, OR TRADE SECRET RIGHTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT BEARINGPOINT'S OBLIGATION TO INDEMNIFY THE GOVERNMENT ENTITY UNDER THIS PARAGRAPH DOES NOT APPLY TO CLAIMS OF INFRINGEMENT OF FOREIGN INTELLECTUAL PROPERTY RIGHTS.

BEARINGPOINT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY GOVERNMENT ENTITY OR BY ANY ASSIGNEE OR OTHER TRANSFEREE OF, OR THIRD PARTY CLAIMING RIGHTS DERIVED FROM GOVERNMENT ENTITY, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. BEARINGPOINT'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE NET REVENUES ALLOCATED TO BEARINGPOINT UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING ANY CLAIM. THIS LIMITATION SHALL NOT APPLY TO: (1) ANY MONETARY PENALTIES SPECIFIED IN THIS AGREEMENT, PROVIDED THE AMOUNT OF MONETARY PENALTIES HEREUNDER SHALL NOT EXCEED \$10,000 PER INCIDENT OR \$100,000 PER GOVERNMENT ENTITY FISCAL YEAR; OR (2) INTELLECTUAL PROPERTY INDEMNIFICATION DESCRIBED IN PARAGRAPH 15 OF THIS AGREEMENT, PROVIDED THE AMOUNT OF BEARINGPOINT'S COSTS RELATED TO SUCH INDEMNIFICATION SHALL NOT EXCEED \$250,000.00, THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

16. Dispute Resolution

If a dispute seeking money damages is identified by Government Entity or BearingPoint, dispute resolution will follow the procedures outlined in Section XVII of the Master Contract (which is incorporated herein by this reference), which references Chapter 2260 of the Texas Government Code. Any issue that is not resolved in a timely manner may be taken to the Authority for resolution by either Party.

AGREED AND ACCEPTED:

BearingPoint, Inc.:

Hidalgo County:

By: [Signature]
Name: KARL M. J. LLO
Title: Jr. President
Date: 8/22/01

By: [Signature]
Name: [Signature]
Title: County Judge
Date: 8-16-01

Attest: Juan R. Salinas III [Signature]

Approved by Commissioners' Court
on 7-29-01

APPROVED AS TO FORM

ATLAS & HALL L.L.P.

[Signature]

EXHIBIT “A” SPECIFICATIONS

EXHIBIT “B”
PAYMENT SCHEDULE

Exhibit A – Applications, Services and Fee Schedules

List of BearingPoint Application(s) Supported in Association with the Services

1. **Electronic Filing Manager (EFM) Application**
 - a. **Court Intake Application**
 - b. **Court Profile**
 - c. **Court Registration**
 - d. **Filer Registration**
 - e. **Payment Services**
2. **Standard XML Interface**

List of Services Provided Under Agreement

1. **Electronic Payments System Credit Card Authorization Services/Settlement Services**
 - a. BearingPoint will provide authorization and settlement transaction services for credit cards. Visa and MasterCard transactions will be processed and settled by the credit card processor through the Government Entity Merchant Agreement.
 - b. The processor will transfer all eFiling funds to the appropriate Government Entity bank account based on agreements between the processor and the State. BearingPoint is not responsible for actual fund transfers. The processor will transfer all EFM convenience fee funds to a BearingPoint bank account.
2. **Electronic Payments Chargeback Services**
 - a. BearingPoint will develop and provide the procedures for Government Entity to follow to process chargebacks for applicable credit card transactions should they occur.
3. **Filing Purge Services**
 - a. Government Entity will check and accept or reject all filings on at least a daily basis. BearingPoint will purge all filings 10 days after the Government Entity acts on the filing by accepting or rejecting the filing. All filings will be purged not later than 30 days after they are submitted by the filer.
4. **Customer Information Center Services for Government Entity applications**
 - a. BearingPoint will provide first level customer support for the Government Entity applications through the TexasOnline CIC. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that cannot be answered by a first level technician will be forwarded either to the Government Entity contact or level two support for resolution.
 - b. A live call center operation will handle user phone calls 7:00 am to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the Framework is at times other than those described above.

- c. First and second-level support is limited to technical support regarding the TexasOnline network or availability and application functionality. Government Entity business questions or filing rules, as they pertain to eFiling, are the responsibility of the Government Entity. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. The customer will be referred appropriately.
- 5. **Customer Information Center Services for Electronic Payments transaction services**
 - a. BearingPoint will provide first – third level customer support through the TexasOnline CIC for the Payment transactions processed through the Electronic Payments system. First level support includes responding to phone calls and email requests for assistance in using the application. Questions that require Government Entity response will be forwarded to the Government Entity contact for resolution. Questions that require the Electronic Payments System investigation or response will be forwarded to the Electronic Payments Customer Support areas.
 - b. A live call center operation will handle user phone calls 7:00 a.m. to 7:00 p.m. CT daily, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if BearingPoint determines that peak usage of the framework is at times other than those described above.
- 6. **TexasOnline Hosting and Application Service Provider (ASP) Services**
 - a. Services provided by BearingPoint include all services related to the hosting of eFiling applications including:
 - 1) Application design
 - 2) Database design and setup
 - 3) Standard interface design to meet the statewide Court Filing standard.
 - 4) Interface design for exchange between TexasOnline and the Electronic Payments System
 - 5) Support secure communication standards between TexasOnline and Government Entity
 - 6) Application development and testing
 - 7) Page and form development
 - 8) Continued application enhancements and modifications
 - 9) Applications support and maintenance
- 7. **TexasOnline Training**
 - a. BearingPoint will provide training support documentation on the appropriate use of the TexasOnline EFM.
- 8. **Strategic Outreach**
 - a. Services provided by BearingPoint include the following strategic outreach services:
 - 1) Provide a *sample* communication plan for the Government Entity; and
 - 2) If appropriate, consider the possibility of a joint marketing program and/or expenditure with the Government Entity.
- 9. **Physical Environment Management**
 - (a) BearingPoint will provide physical security and access management, protected power supply, air conditioning and fire suppression through the West Texas Disaster Recovery Operations Center (WTDROC).

10. Network Infrastructure Management

- (a) BearingPoint will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the TexasOnline EFM located at WTDROC. BearingPoint will manage all the TexasOnline EFM resources necessary to get users to Government Entity's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.

11. Hardware Management

- (a) BearingPoint will provide Hardware Installation, Hardware Management and support for TexasOnline EFM components located at WTDROC. BearingPoint will install and maintain TexasOnline EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.

12. Operating System Administration

- (a) BearingPoint will provide Operating System Software installation, configuration, optimization, and support for TexasOnline EFM components located at WTDROC. BearingPoint will create the underlying TexasOnline environment and work with Government Entity to ensure that systems are configured and tuned appropriately to support the needs of Government Entity applications.

Fee Schedule

The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	Convenience Fee
Electronic Filing Manager Court Intake Services	\$ 6.00
Cost Recovery on all Credit Card transactions	based on the credit card type and starting at 2.25% the first year.

BearingPoint will pay \$2.00 to Government Entity on a monthly basis the fee for cost recovery as approved by the TexasOnline Authority.

At this time the Court moved back to Open Forum.

6. Acceptance of resignation of County Clerk (SEE EXHIBIT G)

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

7. Acceptance of resignation of Fire Marshal (SEE EXHIBIT H)

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #20-E.

*** 8. District Clerk's Office – Omar Guerrero: (SEE EXHIBIT I)**

A. Discussion on Lone Star Shredding and Document Storage

Presentation made by Omar Guerrero.

*** B. Approval of Amendment One Agreement between Bearingpoint and Hidalgo County, Texas in order to extend the Texas On Line Electronic Court Filing Application to the District Clerk's Office**

* On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

At this time the Judge Garcia swore Eddy Trevino in as County Clerk.

9. Emergency Management – Oscar Montoya: (SEE EXHIBIT J)

- A. Discussion, consideration and approval of Interlocal Agreement between City of Mission and Hidalgo County regarding Pre-2004 State Homeland Security Grant**
- B. Discussion, consideration and approval of Homeland Security Grant equipment transfer from Hidalgo County Sheriff's Department to the City of Mission**
- C. Discussion, consideration and approval of intradepartmental transfer to obj. 841- \$ 20,462.08**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items A thru C.

At this time Commissioner Flores steps out of the Court.

10. County Judge's Office – Humberto Garza: (SEE EXHIBIT K)

A. Approval to appoint Board Representative and Alternate to the Amigos Del Valle, Inc. Board of Directors

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval to appoint Commissioner Tito Palacios as Representative and Commissioner Sylvia Handy as Alternate.

At this time the Court moved to item #12.

**AMENDMENT ONE
AGREEMENT
BETWEEN
BEARINGPOINT AND HIDALGO COUNTY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

1. PURPOSE

BearingPoint and Hidalgo County Texas, ("County") do hereby agree to amend their original Agreement, as executed initially effective August 22, 2004 in order to extend the TexasOnline electronic court filing application to the Hidalgo County District Clerk's office.

2. AMENDMENT TO ADD THE DISTRICT CLERK'S OFFICE TO THE AGREEMENT

2.1 The first sentence of paragraph 1 of the agreement preamble on page 1 of the Agreement is amended to read as follows:

This Service Level Agreement (this "Agreement") is between BearingPoint, Inc. ("BearingPoint") and the County Clerk and District Clerk of Hidalgo County, a local government entity within the State of Texas. BearingPoint and Government Entity may be referred to each as a "Party," or collectively as "Parties" herein.

3. AMENDMENT TO PROVIDE THE COUNTY CLERK AND DISTRICT CLERK A COPY OF ANY NOTICE SENT TO GOVERNMENT ENTITY AND TO UPDATE PARTY ADDRESSES

3.1 Paragraph 12.15 ("Notices") of the Agreement is amended to read as follows:

12.15 Notices. All notices permitted or required under this Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to BearingPoint:

BEARINGPOINT
Attention: Gary Miglicco
301 Congress Ave., Suite 1300
Austin, Texas 78701

with a copy to:

BEARINGPOINT
Attention: Office of General Counsel
1676 International Drive
McLean, Virginia 22102

If to Government Entity:

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

With a copies to:

The Honorable J.D. Salinas III
Hidalgo County Clerk
P.O. Box 58
Edinburg, Texas 78540

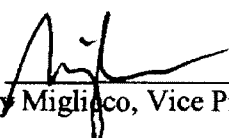
The Honorable Omar Guerrero
Hidalgo County District Clerk
100 North Closner
Edinburg, Texas 78539

3. ORIGINAL AGREEMENT

By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Agreement identified in Section 1 of this amendment as though the amendment were set forth word-for-word therein.

APPROVED:

BEARINGPOINT

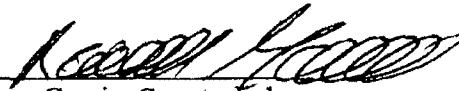
By: 
Gary Miglicco, Vice President

APPROVED:

HIDALGO COUNTY

By: _____
Omar Guerrero, District Clerk

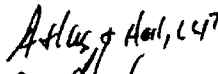
By: _____
Eddy Trevino, Acting County Clerk

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 10-18-05

ATTEST: 
Eddy Trevino, Acting County Clerk

APPROVED AS TO FORM:


By: Arthur G. Hall, 147

This Customer Agreement is effective on the 1st day of January, 2010 by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Hidalgo County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

BACKGROUND

TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Customer Agreement Standard Terms and Conditions. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by TexasOnline 2.0 by agreeing to abide by this Customer Agreement, including the Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, TexasOnline 2.0 Services by Customer.
2. TexasOnline 2.0 offers a variety of website development and hosting, e-commerce and related support services to Customers. Exhibit A provides the List of Applications, List of Services, and Fee Schedule for this Customer Agreement. Specifications and additional terms for a service or application may be described in a Business Case. The applicable approved Business Case will be listed in Exhibit A and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement.
3. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:

Texas NICUSA, LLC
301 Congress Avenue, Suite 400
Austin, TX 78701

With a copy to:

NIC, Inc. General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

Hidalgo County: Attn Martha L. Salazar
2802 S Business Hwy 281, New Administration Building
Edinburg, TX 78539

AGREED AND ACCEPTED:

Vendor:

Texas Department of Information Resources:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Customer:

By: _____

Name: _____

Title: _____

Customer Agreement—Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), TexasOnline 2.0 Vendor (Vendor) and Customer of TexasOnline 2.0. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

BACKGROUND

A. TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

B. DIR executed a contract with International Business Machines Corporation (IBM) on November 22, 2006, (Data Center Services Master Services Agreement) based on House Bill 1516, 79th Legislature (Regular Session) to establish a consolidated Data Center, and accordingly all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement are managed and provided by IBM under the Data Center Services Master Services Agreement.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

- 1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to the Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of a Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless the Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that the Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Customer Agreement Terms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to the Customer Agreement with no further action by the Parties.
- 1.2 These Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

- 1.3 Customer Agreements will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement, and Vendor will provide the Services described in the agreed attachments to the Customer Agreement.

2. DIR Approval

Customer acknowledges that in order for Vendor to provide services pursuant to a Customer Agreement, DIR must approve placing Customer's website and/or applications (each approved website or application is an "Application") on the TexasOnline 2.0 system. A list of websites and/or applications using services under a Customer Agreement is included in the Customer Agreement (which also includes information on the specific applications and fees).

3. Services Available to Customer

Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of services and applications that Vendor has agreed to provide Customer will be specified in each Customer's Customer Agreement.

4. Customer Website Security

If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the TexasOnline 2.0 Master Agreement, Attachment G-9 Security Plan. Customer acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, failure to comply with security standards may lead to the suspension or termination of the availability of the Applications on TexasOnline 2.0 by Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

In marketing Customer services accessible through TexasOnline 2.0 through brochures, press releases, advertisements, and other mail-outs and information pieces, Customer will include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline 2.0 and will use the TexasOnline 2.0 logo and universal resource locator (URL) provided by Vendor for such purpose. Customer agrees to explore the possibility of co-marketing with Vendor the Customer services available through TexasOnline 2.0 so that marketing costs are shared. There will be a link to the Customer URL from TexasOnline 2.0.

6. Fees

For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A to this Customer Agreement. A Customer Agreement can be modified for the addition of fees as new Applications are included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

- 7.1 Customer will utilize a single merchant ID for the Application(s) listed on Exhibit A, unless expressly set out in Exhibit A.

- 7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Help Desk.
- 7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will agree to an online security audit if requested by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.
- 7.4 Customer will comply with the terms of use and privacy statements, which are displayed on the TexasOnline 2.0 Website, and with all applicable laws related to information received from or distributed to individuals using the TexasOnline 2.0 Applications. Customer acknowledges that no personally identifiable or private information collected through TexasOnline 2.0 may be used by Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of TexasOnline 2.0.
- 7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.
- 7.6 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State Information or Customer at risk of loss, damage, or breach of security.
- 7.7 Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on TexasOnline 2.0.
- 7.8 Customer will process all refunds for its users. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.
- 7.9 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect TexasOnline 2.0.

8. Representations and Warranties by Vendor

- 8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO

CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

- 8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to Customer under the Customer Agreement and that Vendor's provision of services under the Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.
- 8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the Customer Agreement, has received compensation from Customer for participation in preparation of specifications for the Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Customer Agreement.

9. General Terms

- 9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to the Customer Agreement. This section only applies to the extent authorized by law.
- 9.2 Except as expressly provided herein, no provision of the Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.
- 9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.
- 9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect
- 9.5 Except as provided in Section 1.2 above, the Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.
- 9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the Customer Agreement without

DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

- 9.7 *Exhibit B Terms and Conditions*, Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to the Customer Agreement.
- 9.8 Vendor will serve as an independent contractor in providing services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.
- 9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the Customer Agreement.
- 9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with the Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.
- 9.11 *Exhibit D Performance Criteria* of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for TexasOnline 2.0, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

10. Termination

- 10.1 The Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless the Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.5 below.
- 10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the

requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

- 10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate the Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice. Notwithstanding the foregoing, with respect to services under Business Cases which are funded through Convenience Fees or Premium Subscription Fees, DIR or Vendor may terminate said Business Case without cost or penalty upon one hundred and eighty (180) days' prior written notice.
- 10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.
- 10.5 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through TexasOnline 2.0, if the Customer terminates the Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.
- 10.6 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any thing of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes).

12. Miscellaneous Provisions

- 12.1 Customer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the Customer for TexasOnline 2.0 do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for TexasOnline 2.0. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third party sites to which Customer's

links on TexasOnline 2.0. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or TexasOnline 2.0.

- 12.2 Any situation that could adversely affect TexasOnline 2.0 may lead to the suspension of the Customer's Applications on TexasOnline 2.0. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A

List of Application(s) Supported Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
 - a) Court Intake Application
 - b) Court Profile
 - c) Court Registration
 - d) Filer Registration
 - e) Payment Services

List of Service(s) Provided Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application
 - Electronic Payments System Credit Card Authorization Services/Settlement Services
 - Electronic Payments Chargeback Services
 - Filing Purge Services
 - Customer Information Center Services for Government Entity Applications
 - Customer Information Center Services for Electronic Payments transaction services
 - TexasOnline Hosting and Application Service Provider (ASP) Services
 - TexasOnline Training
 - Strategic Outreach
 - Physical Environment Management
 - Network Infrastructure Management
 - Hardware Management
 - Operating System Administration

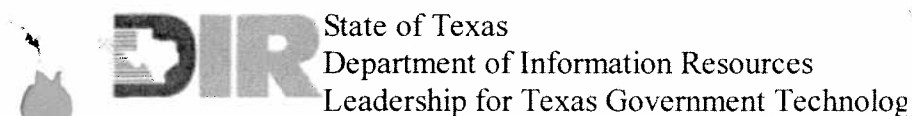
Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	TxO Services Fee
Electronic Filing Manager Court Intake Services	\$4.00 TexasOnline \$2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year

*NIC will pay to Government Entity on a daily basis, for each accepted e-Filing the fee for cost recovery as approved by the Department of Information Resources Board.



[DIR Home](#) | [Store](#) | [Document Library](#) | [Education & Training](#) | [DIR Overview](#) | [Site Map](#)

DIR Overview

- [What's New](#)
- [DIR Press Room](#)
- [Executive Biographies](#)
- [Mission, Philosophy and the Texas Model](#)
- [DIR Board Members](#)
- [DIR Board Meeting Schedule](#)
- [Division Descriptions](#)
- [Education & Training](#)
- [Get Involved](#)
- [Organizational Chart](#)
- [Contact Information](#)

Related Information

- [Administrative Rules](#)
- [Information Resources Management Act](#)
- [DIR Agency Strategic Plan](#)
- [Related Legislation](#)
- [Standards Review and Recommendations](#)

Search DIR

Search

[Advanced Search](#)

PRESS RELEASE

FOR IMMEDIATE RELEASE

August 03, 2009

CONTACT: Thomas Johnson

Department of Information Resources

(512) 936-6592

To access the PDF file, use the free [Adobe Acrobat Reader](#).

[Printable version of this release](#) (23 KB / 2 pages)

Texas Department of Information Resources Selects NIC as New TexasOnline Partner

AUSTIN: The Texas Department of Information Resources (DIR) has selected Austin-based Texas NICUSA, part of the NIC family of companies, to manage TexasOnline, the state's Internet portal, under a new seven-year contract beginning July 31, 2009. TexasOnline offers more than 850 services, including driver license renewals and vital records information, to 2.4 million visitors every month and has processed more than \$12 billion in transactions since inception in 2000.

Texas NICUSA will maintain current services and leverage what has been termed "the next generation" of web design and tools to the site. Through expanded use of Web 2.0 tools such as streaming videos, podcasts, and blogs and improved navigation and search features, Texas citizens will have easier access to government services.

"We are pleased that Texas NICUSA will enhance the public-private partnership that is already providing a robust group of services to Texans," said Brian Rawson, executive director of DIR and the State's Chief Technology Officer. "The exceptional track record of success, proven leadership and the legacy of innovation NIC brings to the project will strengthen the state's ability to serve citizens, and set TexasOnline apart as the most successful state web portal in the nation," he continued.

New services will include a content management system that assists state and local agencies to adapt their websites to improve customer service and a new payment processing system that supports the current

system and adds additional options.

Under the new contract, the State of Texas' share of total revenue received from TexasOnline is expected to increase to an estimated \$183 million over the life of the contract. Under the current contract, the State of Texas has received over \$50 million through TexasOnline. Since inception, no general revenue funds have been used in the development or maintenance of TexasOnline and that successful partnership approach will continue with this new contract.

Texas NICUSA, LLC is a subsidiary of NIC, Inc., which manages eGovernment sites for 23 other states. It brings a catalog of more than 3,000 online services that can be customized to meet the specific needs of TexasOnline and the government agencies it serves.

"We are honored that the State of Texas has selected Texas NICUSA to manage and dramatically build out the TexasOnline web site and suite of services," said Harry Herington, Chief Executive Officer of NIC. "We are eager to bring next generation technologies and accelerate the deployment of new informational services that will benefit and be accessible by all Texans."

The Texas Department of Information Resources promotes a shared vision for Texas that maximizes the value of the State's technology investment by identifying common areas of interest, using technology to advance agency missions, and preserving flexibility to innovate. Visit DIR at www.dir.state.tx.us.



Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 ([Map & Directions](#))
1-512-475-4700

[Privacy & Security Policy](#)
[Accessibility](#) | [Open Records Policy](#)
[Link Policy](#) | [Compact with Texans](#)
[DIR Contacts](#) | dirinfo@dir.state.tx.us

Last updated August 03, 2009

AI-18713

9.D.

Renewal/Extension: C-08-447-01-06-Administer and Supervise Alcohol Services-Hidalgo County

CC CONSENT

Date: 12/01/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to exercise the County's sole option to utilize and extend the first (1st year) option of extension as provided in the current contract under the same rates, terms and conditions for "Hidalgo County-Administer and Supervise Alcohol Services" with "Mary Ann Peralez dba Breath Test Services"-C-08-447-01-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-115-011-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$9,166.66 available balance in p.o.#617219 as of 11-25-09. Purchases on an as needed basis. No purchase at this time.

Renewal of contract for calendar year 2010. rc

Attachments

Link: [Contract Documentation](#)

Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/24/2009 04:37 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:47 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/25/2009 10:23 AM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Vangie Garcia
Started On: 11/23/2009 12:26 PM
Final Approval Date: 11/25/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-447-01-06

THIS CONTRACT is made and entered into this **6TH** day of **January, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Mary Ann Peralez, a resident of Hidalgo County, Texas d/b/a Breath Test Services** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Certified Technical Supervisor For Hidalgo County's Alcohol Test Program"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely

and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for an additional two (2), one year options based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

**Breath Test Services d/b/a
Mary Ann Perez
4309 No. 10th Street, Suite F4
McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days

written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date:

1-13-09

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date:

1-13-09

Company: Breath Test Services

By:

Printed Name:

Title:

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

Stephen L. Crain

Date:

1-14-09

EXHIBIT "A"
SPECIFICATIONS

SCOPE OF SERVICES/REQUIREMENTS

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. The County currently owns and operates Intoxilyzer 5000s located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco, Texas)

The successful candidate for this RFP shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set forth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
 - Advanced survey of current information concerning alcohol and its effects on the human body;
 - Operational principles and theories applicable to the program;
 - Instrument operations, maintenance, repair and calibration;
 - Legal aspects of breath alcohol analysis;
 - Principles of instruction;
 - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
 - Advanced survey of current information concerning alcohol and its effects on the human body;
 - Operational principles and theories applicable to the program;
 - Instrument operations, maintenance, repair and calibration;
 - Legal aspects of breath alcohol analysis;
 - Principles of instruction;
 - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

EXHIBIT "B"
VENDOR'S PROPOSAL

Request for Proposal
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S
ALCOHOL BREATH TEST PROGRAM"

RFP NO: 2008-447-11-26-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Breath Test Services

Address: 4309 N. 10th St. Ste F4
McAllen, Tx 78504

By: Mary Ann Peralez

Printed Name: Mary Ann Peralez

Proposal Fee Schedule

1) One (1) Hidalgo County Jail (Edinburg, Texas)	\$ <u>15,000.00</u>
2) One (1) Palmview Police Department (Palmview, Texas)	\$ <u>15,000.00</u>
3) One (1) San Juan Police Department (San Juan, Texas)	\$ <u>15,000 .00</u>
4) One (1) Weslaco Police Department (Weslaco, Texas)	\$ <u>15,000.00</u>

-Note

If all four instruments are awarded to proposer a discount of \$5,000.00 will be applied to the overall amount proposed.

If three instruments are awarded to proposer a discount of \$2,000.00 will be applied to the overall amount proposed.

If two instruments are awarded to proposer no discount will be applied to the overall amount proposed.

If one instrument awarded to proposer no discount will be applied to the overall amount proposed.

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: RICARDO & MARY ANN PERALEZ							
ADDRESS OF NAMED INSURED: 1405 BETTY DR TX 78572-4369							
POLICY NUMBER	1354198-E23-53						
EFFECTIVE DATE OF POLICY	11/23/09-11/23/10						
DESCRIPTION OF VEHICLE (including VIN)	2005 TOYOTA 4 RUNNER JTEZU14R850061335						
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	300,000						
Each Accident	300,000						
b. Property Damage							
Each Accident	500,000						
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative <i>James Newman</i>		AGENT Title	53-6442 Agent's Code Number	11/19/2009 Date
Name and Address of Certificate Holder ADDITIONAL INSURED: HIDALGO COUNTY PURCHASING DEPT. 2812 S. BUS HWY EDINBURG, TEXAS 78539		Name and Address of Agent STATE FARM INSURANCE JAMES NEWMAN, AGENT 903 PECAN BLVD. MCALLEN, TEXAS 78501		

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
☐ Request Certificate Holder to be added as an Additional Insured.

Jan. 9. 2009 3:56PM

No.0819 P. 1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/9/2009
PRODUCER Ward Insurance Group 1801 Precinct Line Rd. Suite B Hurst, TX 76054 (817) 605-0065		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Mary Ann Paralez DBA Breath Test Services 4309 N. 10th St. Suite F4 MCALLEN, TX 78504		INSURERS AFFORDING COVERAGE INSURER A: Penn American Insurance Co. INSURER B: Certain Underwriters @ Lloyds INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	32838	01/09/09	01/09/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ Excluded
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL NOTATIONS below.				WC STAT. / OTH. PR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER Professional Liability	32837	01/09/09	01/09/10	\$1,000,000/\$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo is named as Additional Insured on General Liability Policy.

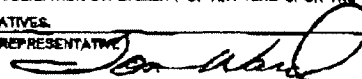
CERTIFICATE HOLDER

Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus, 281
 Edinburg, TX 78539

CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Jan. 9. 2009 3:57PM

No.0819 P. 2

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 17, 2009

Breath Test Services
Attn: Mary Ann Peralez
4309 N. 10th Street, Ste. F4
McAllen, Texas 78504

Re: C-08-447-01-06-"Administer and Supervise Alcohol Services-Hidalgo County"

Dear Ms. Peralez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, December 1, 2009 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, November 20, 2009 via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Mary Ann Peralez

Date: 11-20-09

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

A handwritten signature in black ink, appearing to read "Vangie Y. Garcia". The signature is written in a cursive, flowing style.

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Renewal/Extension: C-08-340-12-02-L & R Precast Concrete Works, Inc.
CC CONSENT

Date: 12/01/2009
 Submitted By: Vangie Garcia, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to exercise the County's sole option to utilize and extend the one (1) year option as provided in the current contract under the same rates, terms and conditions for "Hidalgo County-Pre-Cast Safety End Treatment" with L & R Precast Concrete Works, Inc-C-08-340-12-02.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-005-0-673
 FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,319.46 available balance as of 11-25-09. Purchases on an as needed basis/ No purchase at this time. rc
 Renewal of contract for calendar year 2010.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-674
 FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$0.00 available balance as of 11-25-09. Purchases on an as needed basis/ No purchase at this time. rc
 Renewal of contract for calendar year 2010.

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-731/674
 FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$98,923.69 available funding as of 11-25-09 in object code 731. Purchases on an as needed basis/ No purchase at this time. rc
 \$0.00 available funding as of 11-25-09 in object code 674. Purchases on an as needed basis/ No purchase at this time. rc
 Renewal of contract for calendar year 2010.

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-007-0-679/731

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,161.83 available balance as of 11-25-09 in object code 679. Purchases on an as needed basis/ No purchase at this time. rc

\$3,225.59 available balance as of 11-25-09 in object code 731. Purchases on an as needed basis/ No purchase at this time. rc

Renewal of contract for calendar year 2010.

Attachments

Link: [Extension Letter](#)

Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/24/2009 04:38 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/25/2009 10:11 AM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Vangie Garcia

Started On: 11/23/2009 11:20 AM

Final Approval Date: 11/25/2009



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 17, 2009

L & R Precast Concrete Works, Inc.
Attn: Steve Garza, Sales Manager
3809 N. Bentsen Palm Drive
Mission, Texas 78572

Re: C-08-340-12-02-Hidalgo County-Safety End Treatments

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, December 1, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **Friday, November 20, 2009**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By:  Steve Garza

Date: 11-20-09

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Evangelina Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:
department
auditors

REQUIREMENTS AGREEMENT
C-08-340-12-02

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 1, 2009** by and between **L & R Precast Concrete Works, Inc.,** a Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Pre-Cast Safety End Treatment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Pre-Cast Safety End Treatment**" in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **January 1, 2009 to December 31, 2009** with the option to renew for an additional one (1) year period (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Seller: L & R Precast Concrete Works, Inc.
 3807 N. Bentsen Palm Dr,
 Mission, Texas 78579

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

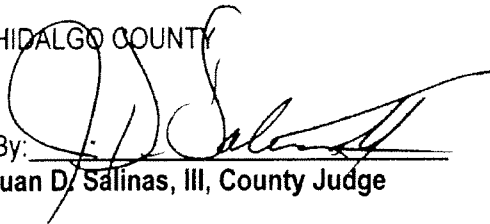
n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

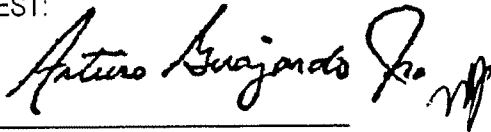
HIDALGO COUNTY

By: 

Juan D. Salinas, III, County Judge

Date: _____

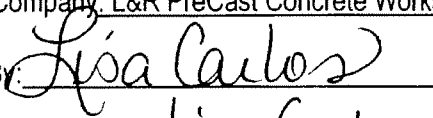
ATTEST:



Arturo Guajardo, Jr., County Clerk

Date: 12/11/08

Company: L&R PreCast Concrete Works, Inc.

By: 

Printed Name: Lisa Carlos

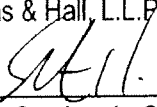
Title: Vice - President

Date: 12/11/08

APPROVED BY COMMISSIONERS COURT ON: December 02, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain

Date: 12-05-08

EXHIBIT “A” SPECIFICATIONS

EXHIBIT A

HIDALGO COUNTY "Pre-Cast Safety End Treatments" Bid No. 2008-340-10-22-MEG

TERMS AND CONDITIONS/SPECIFICATIONS:

1. Bidder(s) shall supply, where needed (on an "As Needed" Basis) in Hidalgo County, or Job Site, Hidalgo County "Precast Safety End Treatments".
2. Bid prices shall remain firm for a period of one (1) year with County's option to extend the contract for an additional year under the same rates terms and conditions. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item bid basis, whichever is in the best interest of the County.
4. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
5. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performances of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. All costs and expenses associated with the preparation and submission of (bids, proposals and or/quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "A"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

SIZE	QTY	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

**II. Pre-Cast Safety END TREATMENT – TYPE II-CROSS DRAINAGE
PSET-SC AND PSET-RC**

SIZE	QTY	SIZE	QTY	SIZE	PIPE RUNNERS
18"	6-1	18"	6-1	18"	6-1
18"	4-1	18"	4-1	18"	4-1
24"	6-1	24"	6-1	24"	6-1
24"	4-1	24"	4-1	24"	4-1
30"	6-1	30"	6-1	30"	6-1
30"	4-1	30"	4-1	30"	4-1

III. PRECAST SAFETY END TREATMENT – TYPE II PARALLEL DRAINAGE -PSET-RP

PIPE RUNNERS			
18"	6-1	18"	6-1
18"	4-1	18"	4-1
24"	6-1	24"	6-1
24"	4-1	24"	4-1
30"	6-1	30"	6-1
30"	4-1	30"	4-1

A. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2). **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Business Hwy 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **October 15, 2008 at 5:00 p.m.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., October 17, 2008**

EXHIBIT “B”
VENDOR’S BID PRICE &
TABULATION GRID

HIDALGO COUNTY
"Pre-Cast Safety End Treatment"
BID NO. 2008-340-10-22-MEG
TABULATION PAGE

I. Precast Safety End Treatment- TYPE II RIPRAP-PSET-RR

L & R PRECAST CONCRETE				RIO VALLEY PIPE				HANSON PIPE & PRECAST			
Size	Slope	Unit Price	Pipe Runner	Size	Slope	Unit Price	Pipe Runner	Size	Slope	Unit Price	Pipe Runner
18"	6-1	650.00	625.00	18"	6-1	715.00	687.50	18"	6-1	425.00	No bid
18"	4-1	600.00	600.00	18"	4-1	660.00	660.00	18"	4-1		No bid
24"	6-1	875.00	845.00	24"	6-1	988.75	929.50	24"	6-1		No bid
24"	4-1	850.00	800.00	24"	4-1	960.50	880.00	24"	4-1		No bid
30"	6-1	1450.00	1,100.00	30"	6-1	1667.50	1595.00	30"	6-1		No bid
30"	4-1	1300.00	1,000.00	30"	4-1	1495.00	1100.00	30"	4-1		No bid

ADDITIONAL FEES: **NONE** **NONE** **100.00 for less than truck load**

II. Precast Safety End Treatment- TYPE II CROSS DRAINAGE PSET-SC

L & R PRECAST CONCRETE				RIO VALLEY PIPE				HANSON PIPE & PRECAST			
Size Pset-SC	Slope	Unit Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner
18"	6-1	650.00	625.00	18"	6-1	715.00	685.50	18"	6-1		No bid
18"	4-1	600.00	600.00	18"	4-1	660.00	660.00	18"	4-1		No bid
24"	6-1	875.00	845.00	24"	6-1	988.75	929.50	24"	6-1		No bid
24"	4-1	850.00	800.00	24"	4-1	960.50	880.00	24"	4-1		No bid
30"	6-1	1,450.00	1100.00	30"	6-1	1667.50	1595.00	30"	6-1		No bid
30"	4-1	1,300.00	1000.00	30"	4-1	1495.00	1100.00	30"	4-1		No bid

II. Precast Safety End Treatment- TYPE II CROSS DRAINAGE PSET-RC

L & R PRECAST CONCRETE			RIO VALLEY PIPE			HANSON PIPE & PRECAST		
Size Pset-RC	Slope	Unit Price	Size Pset-RC	Slope	Unit Price	Size Pset-RC	Slope	Unit Price
18"	6-1	650.00	18"	6-1	715.00	18"	6-1	No bid
18"	4-1	600.00	18"	4-1	660.00	18"	4-1	No bid
24"	6-1	875.00	24"	6-1	988.75	24"	6-1	No bid
24"	4-1	850.00	24"	4-1	960.50	24"	4-1	No bid
30"	6-1	1,450.00	30"	6-1	1667.50	30"	6-1	No bid
30"	4-1	1,300.00	30"	4-1	1495.00	30"	4-1	No bid

ADDITIONAL FEES: **NONE** **NONE** **NONE**

III. Precast Safety End Treatment- TYPE II PARALLEL DRAINAGE PSET-RP

L & R PRECAST CONCRETE				RIO VALLEY PIPE				HANSON PIPE & PRECAST			
Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner	Size	Slope	Price	Pipe Runner
18"	6-1	650.00	625.00	18"	6-1	715.00	685.00	18"	6-1		No bid
18"	4-1	600.00	600.00	18"	4-1	660.00	660.00	18"	4-1		No bid
24"	6-1	875.00	845.00	24"	6-1	988.75	929.50	24"	6-1		No bid
24"	4-1	850.00	800.00	24"	4-1	960.50	880.00	24"	4-1		No bid
30"	6-1	1450.00	1100.00	30"	6-1	1667.50	1595.00	30"	6-1		No bid
30"	4-1	1300.00	1000.00	30"	4-1	1495.00	1100.00	30"	4-1		No bid

ADDITIONAL FEES: **NONE** **NONE** **NONE**

Bid
For
HIDALGO COUNTY
Pre-Cast Safety End Treatments
Bid No: 2008-340-10-22-MEG
October 22, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: L & R PRECAST CONCRETE WORKS, INC.

Address: 3807 N. BENTSEN PALM DR, MISSION, TX 78574

By: Lisa Carlos

Printed Name: LISA CARLOS

Title: VICE PRESIDENT

EXHIBIT "B"
HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

BID PAGE

I. PRECAST SAFETY END TREATMENT - TYPE II RIPRAP-PSET-RR

SIZE	SLOPE	UNIT PRICE
18"	6-1	\$ 650
18"	4-1	\$ 600
24"	6-1	\$ 875
24"	4-1	\$ 850
30"	6-1	\$ 1,450
30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

HIDALGO COUNTY
"Pre- Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG

BID PAGE

**II. Pre-Cast Safety END TREATMENT - TYPE II- CROSS DRAINAGE
PSET-SC AND PSET-RC**

SIZE PSET-SC	SLOPE	UNIT PRICE	SIZE PSET-RC	SLOPE	UNIT PRICE
18"	6-1	\$ 650	18"	6-1	\$ 650
18"	4-1	\$ 600	18"	4-1	\$ 600
24"	6-1	\$ 875	24"	6-1	\$ 875
24"	4-1	\$ 850	24"	4-1	\$ 850
30"	6-1	\$ 1,450	30"	6-1	\$ 1,450
30"	4-1	\$ 1,300	30"	4-1	\$ 1,300

SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 625
18"	4-1	\$ 600
24"	6-1	\$ 845
24"	4-1	\$ 800
30"	6-1	\$ 1,100
30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ NONE

HIDALGO COUNTY
"Pre-Cast Safety End Treatments"
Bid No. 2008-340-10-22-MEG
BID PAGE

III. PRECAST SAFETY END TREATMENT - TYPE II PARALLEL DRAINAGE
-PSET-RP

SIZE	SLOPE	UNIT PRICE	SIZE	PIPE RUNNERS	UNIT PRICE
18"	6-1	\$ 650	18"	6-1	\$ 625
18"	4-1	\$ 600	18"	4-1	\$ 600
24"	6-1	\$ 875	24"	6-1	\$ 845
24"	4-1	\$ 850	24"	4-1	\$ 800
30"	6-1	\$ 1,450	30"	6-1	\$ 1,100
30"	4-1	\$ 1,300	30"	4-1	\$ 1,000

ADDITIONAL FEES: (IF ANY) \$ None

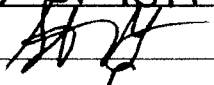
BIDDER'S NAME:	L & R PRECAST CONCRETE WORKS, INC.
ADDRESS:	3809 N. BENTSEN PALM DRIVE
CITY/STATE/ZIP CODE:	MISSION, TX. 78572
PHONE NUMBER:	(956) 583-6293 OFFICE / (956) 789-7789 CELL
FAX NUMBER:	(956) 424-1099
AUTHORIZED SIGNATURE:	
PRINTED NAME:	STEVE GARZA
TITLE:	SALES MANAGER
DATE:	10-20-08

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/23/2009

PRODUCER (956)565-2481 FAX (956)565-2733 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes, TX 78570		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED L&R Precast Concrete Works, Inc. 3807 N Bentsen Palm Drive Mission, TX 78574 956.424.1099		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American States Insurance Co	
		INSURER B: Employers'	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	04CC171166-8	03/06/2009	03/06/2010	EACH OCCURRENCE	\$ 500,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 500,000
					GENERAL AGGREGATE	\$ 500,000
					PRODUCTS - COMP/OP AGG	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	04BA5015701	03/06/2009	03/06/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN EA ACC AGG	\$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV 4141693	12/09/2008	12/09/2009	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under SPECIAL PROVISIONS below					
	OTHER					
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County 2802 S. Business 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard Garza/DAG
---	--

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Additional Coverages and Factors**03/09/2009****Line of Business Coverages for Business Auto**

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Combined single limit	500,000				
PIP-Basic	5,000				
Uninsured motorist combined single limit	100,000	250			
Underinsured motorist combined single limit	100,000				
Comprehensive		500			
Collision		500			

Line of Business Coverages for General Liability

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
General Aggregate	500,000				
Products/Completed Ops Aggregate	500,000				
Personal & Advertising Injury	500,000				
Each Occurrence	500,000				
Medical Expense	10,000				
Fire Damage	500,000				

Line of Business Coverages for Workers Compensation

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Increased employer's liability					
Premium discount Expense constant				140.00	
WC & Employer's liability	1,000,000/1,000,000/ 1,000,000				
Adjst. to reconcile-exp mod. premium					2.02000

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-18709

9.F.

Renewal Maintenance Agreement

CC CONSENT

Date: 12/01/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to enter into a (12) month renewal support maintenance agreement for (2) i2 Analyst's Notebook with i2 Inc. for the Sheriff's Department through requisition #166386 for the amount of \$762.00 ea./year, in the total amount of \$1,524.00 both/year. (9-1100-421-00-280-001-0-336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Amount available for requisition# 166386 as of 11-25-09 \$1,524.00 for i2 Inc.

Attachments

Link: [i2 Sheriff's Support Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/24/2009 04:36 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/25/2009 08:34 AM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Matilde Faz
Started On: 11/23/2009 10:01 AM
Final Approval Date: 11/25/2009

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00166386

PO #

Date: 11/24/09

*Consent
18709
12/1/09*

Bill To: x
x

Vendor: 255319
i2 INC.
1430 SPRINGHILL ROAD SUITE 600
MCLEAN VA 22102
FAX (703)921-0196

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: M. HINOJOSA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	I2 ANNUAL SUPPORT PROGRAM RENEWAL DO NOT DUPLICATE ORDER I2 ANALYST'S NOTEBOOK 7 DONGLE: 70304 SUPPORT DATES: 10/01/09 TO 09/30/10	762.00	762.00
1.00	YEAR	I2 ANALYST'S NOTEBOOK 7 DONGLE: 73918 SUPPORT DATES: 10/01/09 TO 09/30/10	762.00	762.00
		Account No _____	Encumbrance	
		9-1100-421-00-280-001-0-336	1,524.00	
			Freight	.00
			Total	1,524.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

16 Nov 2009 #18109
Rep # 166386

i2 Annual Support Program

Price Quote

Date: 11/23/2009

To: Monica Hinojosa
Hidalgo County Sheriff's Office
100 N Closner 1st Fl
Edinburg
United States

Quote Reference: 16384-7339
Re: Hidalgo County Sheriff's Office
Contract: HDLGO002_10.1A

TX 78539

<u>Qty</u>	<u>Description</u>	<u>Dongle</u>	<u>Support Start Date</u>	<u>Support End Date</u>	<u>Unit Cost</u>	<u>Discount</u>	<u>Total</u>
1	i2 Analyst's Notebook 7	70304	10/1/2009	9/30/2010	\$762.00	0.00	\$762.00
1	i2 Analyst's Notebook 7	73918	10/1/2009	9/30/2010	\$762.00	0.00	\$762.00

Total (excludes tax) \$1,524.00

All prices quoted are in US Dollars

TERMS: Quote valid for 30 days • Payment: Net 30 days
i2 accepts checks, VISA, Mastercard, American Express, and pre-approved purchase orders.

i2 Inc., 1430 Spring Hill Road, Suite 600, McLean, VA 22102 703-921-0195
888-546-5242 Fax: 703-921-0196 e-mail: salesUS@i2inc.com Internet: www.i2inc.com

Support

i2's annual support program is the most cost-efficient way to maximize your experience with the world's most advanced investigative analysis software like *Analyst's Notebook*. It provides a variety of benefits that protect your investment in i2 software. Participating customers have access to the most recent software releases, updates, technical support and product information.

Benefits of Our Support Program

Customers who maintain support never have to worry about falling behind the technology curve. As i2 continually updates its software, adding functionality and improving ease of use, supported customers qualify to receive new versions at no additional cost. Because i2 software is always "backwards compatible", you will not lose work as you upgrade to new versions.

Free i2 software upgrades include:

- Product plug-ins that extend the functionality of i2 software
- Maintenance releases that keep your software running smoothly
- Completely new releases of your software at no additional charge

Technical Support

i2 maintains a dedicated team of technical support professionals to provide unmatched troubleshooting and guidance. Our technical support team responds faster than any other.

Supported customers who never experience a technical issue can still benefit from technical support. In addition to providing expert technical guidance, our team is more than happy to field 'how to' questions. Although this is no substitute for software training, it is an invaluable resource should you need assistance during an important case.

Technical support offers:

- » Convenient assistance via email, phone and Web
- » Easy access to a tech support rep from 8 AM to 6 PM EST

Online Forum

Exclusively for supported i2 customers, the Online Forum is your community resource. It is an excellent source of information on i2 software and enables analysts around the world to share ideas in a password-protected environment.

This unique Web site offers:

- » Tips and tricks for using i2 software
- » User-only discussion forums to exchange ideas and benefit from the experience of other analysts
- » Detailed product information including release notes and pending product launches
- » Free downloads for additional icons, case studies and sample charts

AI-18731

9.G.

**Requesting Approval of Work Authorization No. 7
CC CONSENT**

Date: 12/01/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 7 (with an estimated cost of \$35,448.00) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Preparation of plans, specifications and construction staking for the drainage outfall of Acevedo Subdivision No. 4 and Monte Bonito Subdivision" within Hidalgo County Pct. #3 through Contract #C-08-505-01-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-083-0-733
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending approval of interdepartmental transfer (AI - 18761) on 12/01/08 CC with a total amount of \$300,000.00.

Attachments

Link: WA#7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2009 11:06 AM	APRV
2	Budget & Management	Erika Zamora	11/25/2009 11:20 AM	APRV
3	Perla Lopez	Perla Lopez	11/25/2009 11:50 AM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Rocio Villarreal
Started On: 11/24/2009 09:59 AM
Final Approval Date: 11/25/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the drainage improvements for the drainage outfall of Acevedo Subdivision No. 4 and Monte Bonito Subdivision.**

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$35,448.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No. 9-1339-431-00-133 - - - 0-733

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 7.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY


By: Javier Hinojosa, P.E., Owner

By: Rene Ramirez, County Judge or
Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

J. Acevedo Subdivision No. 4 and Monte Bonito Subdivision Drainage Outfall

J. Acevedo Subdivision No. 1 and No. 2						
1. 36" RC Pipe	3,100	LF	@	\$50.00	=	\$155,000.00
2. 24" RC Pipe	400	LF	@	\$40.00	=	\$16,000.00
3. 18" RC Pipe	300	LF	@	\$30.00	=	\$9,000.00
4. Trench Protection	3,800	LF	@	\$4.00	=	\$15,200.00
5. Grate Inlet	11	EA	@	\$4,000.00	=	\$44,000.00
6. 5' Dia. Manhole	2	EA	@	\$4,000.00	=	\$8,000.00
7. Waterline Adjustments	4	EA	@	\$5,000.00	=	\$20,000.00
8. Water Service Adjustments	8	EA	@	\$300.00	=	\$2,400.00
9. Irrigation Adjustments	4	EA	@	\$10,000.00	=	\$40,000.00
10. Safety End Treatments	8	EA	@	\$1,000.00	=	\$8,000.00
11. Driveway / ROW Repairs	Lump Sum		@	\$5,000.00	=	\$5,000.00
12. Down Drain	1	EA	@	\$10,000.00	=	\$10,000.00
13. Traffic Control	Lump Sum		@	\$5,000.00	=	\$5,000.00
Subtotal Drainage					:	\$337,600.00
Engineering Fee					:	\$35,448.00
Laboratory Testing					:	\$8,440.00
Contingency (10%)					:	\$33,760.00
Total Preliminary Cost					:	\$415,248.00

AI-18720

9.H.

HCSO-Extensions-Yoder Enterprises Inc dba Advanced Paging & Evercom System Inc (Securus Technologies)

CC CONSENT

Date: 12/01/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

1. Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for:"Pager Services" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with YODER ENTERPRISES, INC. d/b/a ADVANCED PAGING-effective 01/01/10 - 03/01/10;

2. Requesting authority to exercise the third (3rd) & Final year of the additional three (3) one (1) year periods as provided in current contract for: "Inmate Pay Telephone Services" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with EVERCOM SYSTEMS, INC. a division of SECURUS TECHNOLOGIES-effective 12/06/09 - 12/05/10 .

BACKGROUND

Letter of Approval by HCSO

Letter of Extension - Yoder Enterprises, Inc dba Advanced Paging

Letter of Extension - Evercom Systems Inc (Securus Technologies)

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-280-001-0-432/532

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item A: Funding available as of 11-25-09.

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item B: Per the contract w/Evercom System Inc (Securus Technologies) it generates revenues for the Jail Commissary, which go into the General Fund (Per Virginia-HCSO)

Attachments

Link: Approval of HCSO

Link: [Extension Letter-Evercom System Inc \(Securus Tech\)](#)

Link: [Current Contract-Evercom Systems Inc \(Securus Tech\)](#)

Link: [Extension Letter-Yoder Ent dba Advanced Paging](#)

Link: [Current Contract-Yoder Ent dba Advanced Paging](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/24/2009 04:46 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:48 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/25/2009 09:39 AM	APRV
4	Auditor's Office		11/25/2009 04:48 PM	NEW

Form Started By: Letty Saenz

Started On: 11/23/2009 03:55 PM

Final Approval Date: 11/25/2009



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Honorable Guadalupe Trevino, Sheriff
c/o **Anacleto Martinez, Chief Deputy** via email amartinez@hidalgo.org
Juan Tapia, Procurement Specialist via email juantapia@hidalgo.org
Hidalgo County Sheriff's Department

From: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

Date: November 23, 2009

Re: **NOTICE OF INTENT TO EXTEND/RENEW VARIOUS CONTRACTS**

Chief Martinez, please be advised that I will be placing the following contracts for approval of extensions/renewals on the next Commissioner's Court agenda for Tuesday, December 1, 2009:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-08-483-12-02	EVERCOM SYSTEMS, INC.	Inmate Pay Telephone Services	Exercising the 3 rd & FINAL year of the addtl (3) one (1) year term extension 12/06/09-12/05/10
E-08-504-12-16	YODER ENTERPRISES, INC dba ADVANCED PAGING	Pager Services	Exercising the Sixty (60) Day Extension 01/01/10-03/01/10

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Contracts, Hidalgo County Commissioners' Court has the option to exercise the additional terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "option" for the contracts specified above by signing below and returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to leticia.saenz@co.hidalgo.tx.us by no later than 12:00 p.m. on Tuesday, November 24, 2009 in order to proceed with placement for approval on the next Commissioner's Court Agenda.

YES ☒
NO ☐

I do wish to obtain the one (1) year period extension.

I do not wish to obtain the one (1) year period extension.

Note: we also request a 60 day extension on Pager Ag

Hidalgo County Sheriff's Office

Authorized Signature: *[Signature]*

Date: 11-23-09

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

November 24, 2009

Robert Pickens, Chief Marketing Officer
c/o Misty Morse, Executive Assistant
EVERCOM SYSTEMS, INC. a division of
SECURUS TECHNOLOGIES
14651 North Callas Pkwy, Suite 600
Dallas, Texas 78539

Via Fax (972) 277-0301
Via Email MMorse@securustech.net

Re: Extension of Contract No. E-08-483-12-02-"Inmate Pay Telephone Services"-Hidalgo County Sheriff's Office

Dear Mr. Viola:

Commissioners' Court will take applicable action (Tuesday, December 1, 2009) in connection with the Hidalgo County's option to extend/renew the **(third 3rd year)** of the additional three (3) one (1) year periods as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of December 6, 2009.

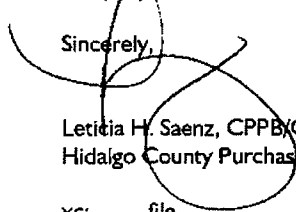
Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, November 24, 2009, 12:00 p.m., via facsimile to (956) 956-318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: 
Robert Pickens, Chief Marketing Officer
Evercom Systems, Inc. a division of
Securus Technologies

Date: 11/24/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saenz, CPPB Contracts Manager
Hidalgo County Purchasing Department

xc: file





PURCHASING DEPARTMENT
County Of Hidalgo

E-08-483-12-02

November 25, 2008

John J. Viola, Vice President
EVERCOM SYSTEMS, INC., a division of
SECURUS TECHNOLOGIES
14651 North Callas Pkwy, Suite 600
Dallas, Texas 78539

Via Fax (972) 277-0301
jviola@evercom.net

Re: **Extension of Contract No. E-07-465-12-11 "Inmate Pay Telephone Services"-Hidalgo County Sheriff's Office**

Dear Mr. Viola:

Commissioners' Court will take applicable action (Tuesday, December 2, 2008) in connection with the Hidalgo County's option to extend/renew the (second 2nd year) of the additional three (3) one (1) year periods as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of December 6, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, November 25, 2008, 2:00 p.m., via facsimile to (956) 956-318-2629 or via email laticia.spenz@co.hidalgo.tx.us.

By:

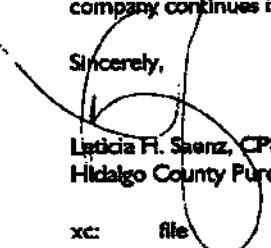

John J. Viola, Vice President
Evercom Systems, Inc. a division of
Securus Technologies

Date:

11-25-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Laticia R. Spenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2008**PRODUCER**
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE: (866) 283-7122

FAX: (847) 953-5390

INSURED
Evercom Holdings, Inc.
Attn: Misty Morse
14651 Dallas Parkway, Suite 600
Dallas TX 75254 USATHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Syndicate #2623 Lloyd's of London	0005FI
INSURER B:	Standard Fire Ins Co	19070
INSURER C:	OneBeacon America Insurance Company	20621
INSURER D:	Liberty Insurance Underwriters, Inc.	19917
INSURER E:	The Employers' Fire Insurance Company	20648

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L ENSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC	711010856	09/09/08	09/09/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
C E F		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☒ Coll Ded \$1000 ☒ Comp Ded \$1000	711010856 1E13729/0809 Business Auto - MA 753021274 Business Auto - TX	09/09/08 09/09/08 09/09/08	09/09/09 09/09/09 09/09/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC AUTO ONLY - AGG	
D		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION	LQ1B71189999018	09/09/08	09/09/09	EACH OCCURRENCE	\$20,000,000
						AGGREGATE	\$20,000,000
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HCUB7262C29008	09/09/08	09/09/09	☒ WC STATU- TORY LIMITS ☐ OTH- ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER Employed Lawyer	W15JXX08PNPT	09/09/08	09/09/09	Per claim	\$1,000,000
						SIR/deductible (1)	\$150,000
						Per Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of,
and reason for, the cancellation. This certificate applies only with respects to the insured's operations during
the policy period referenced above.

CERTIFICATE HOLDER

Hidalgo County Sheriff's Department
Attn: County Judge
100E. Cano, 2nd Floor
Edinburg TX 78539 USA

ENDORSEMENT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc of Florida

ACORD 250001708

ACORD CORPORATION 988

Holder Identifier :

Certificate No. 570030940417

Attachment to ACORD Certificate for Evercom Holdings, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Evercom Holdings, Inc.
Attn: Misty Morse
14651 Dallas Parkway, Suite 600
Dallas TX 75254 USA

INSURER F Atlantic Specialty Ins Co	27154
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		OTHER					
A		Misc E&O Cvg	W15JXX08PNPT	09/09/08	09/09/09	Professional Liability	\$5,000,000
						Deductible	\$50,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No :

570030940417

Hidalgo County Inmate Telephone Service Agreement
C-05-191-12-06

THIS CONTRACT, made and entered into this 6th day of December, 2005 by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **EVERCOM SYSTEMS, INC.**, a Delaware Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County advertised for bids for services and materials connected with purchase of equipment and installation necessary for inmate telephone service and

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals
by County.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor shall perform all of the work and provide all materials, equipment and labor (the "Services") required in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto as Exhibit "A" (the "RFP")/
2. Contractor represents and warrants to County that Contractor possesses all of the licenses, permits and expertise required to perform the services contemplated in the RFP including, but not limited to, the supplying of the equipment (as described in the RFP) and the installation of such equipment (the "Services"). Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the Services rendered, including all materials, furnished shall be in accordance with the terms of the Contract Documents.

3. The term "Contract Documents" as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein fully as if set for verbatim in this Contract:

- a. RFP dated November 2, 2005 (the "RFP"), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes;
- b. Contractor's Proposal to the RFP identified by signature of John J. Viola, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes.
- c. All documents furnished by county to Contractor, including but not limited to Request for Proposals ("Proposal") and all other clarifications submitted by contractor in response thereof;
- d. ~~This Contract.~~

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence, this Contract, the RFP, and the Proposal.

4. All provisions of the Contract documents shall be strictly complied with and conformed to by Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the contract Documents except as specifically provided for in such amendment.

5. Service Agreement.

a. *Installation.* All work will be done in a professional, workman-like manner by fully qualified and trained personnel. Contractor represents and agrees that all personnel associated with installation and repair and training services are screened for background of criminal history. The number of inmate telephones and telecommunication devices of the deaf installed at

the Hidalgo County jail will be determined by the Chief Deputy of the Hidalgo County Sheriff's Department. All equipment provided by Contractor shall remain the property of Contractor and will be installed at no cost to the County.

b. Contractor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within two (2) hours following a service request.

c. Contractor shall coordinate with County for the removal and change out of present inmate telephone services and the local exchange carrier to minimize the down time and interruption of inmate telephone service.

6. Distribution of Collected Proceeds by Evercom

Contractor agrees to provide Hidalgo County distribution of gross billed revenues as follows:

a. **Monthly telephone revenues for Local Service**

58% of monthly Gross Billed revenue from all installed telephones based on a flat local calling rate of \$3.00

b. **Monthly telephone revenues for Long Distance Service:
Fifty-eight Percent (58%)**

6.1 Contractor agrees to provide Hidalgo County Sheriff's Department Forty percent (40%) monthly discount on prepaid calling cards:

a. \$10.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$6.00.

b. \$20.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$12.00.

c. \$30.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$18.00.

Gross revenue includes all flat rate and usage charges plus any surcharges billed less no deductions. All commission calculations will use the billed amounts and no other form of calculation commissions will be accepted.

Distribution will be made within sixty (60) days following the end of the month in which the call giving rise to the revenue is generated.

7. Term.

a. Subject to the provisions of (b) below, the term of this Agreement shall be for a period of two (2) years commencing December 6, 2005 and may be renewed by County for three (3) additional one (1) year term under the same rates, terms and conditions.

b. In the event that Contractor shall fail to perform keep and observe any of the terms, covenants and conditions of this Agreement, County shall give Contractor written notice of such default and in the event said default is not remedied to the satisfaction and approval of County, County may, on thirty (30) days written notice terminate this Contract.

County, at its sole discretion, may terminate this Contract on sixty (60) days written notice.

Should Contractor for any reason in the sole opinion of County become unable to complete the work specified in this contract, County may, in its sole discretion, call the performance bond due, in full, as and for such non-performance, and/or liquidated damages.

8. Access. County agrees to provide Contractor reasonable access to the premises and the telephone facilities as required by Contractor to perform the services outlined in this Contract. In the event Contractor installs any equipment on county premises as part of this contract such equipment shall remain the property of Contractor. All inside wiring and conduit placed by

Contractor under this Agreement becomes the property of County upon termination and/or expiration of this Contract. Except as required by applicable law, no person or entity other than County and Contractor will have access to the facility.

9. This Contract is entered into subject to the following conditions:

1. In the event that any provision or portion of any contract documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

2. Contractor shall use its best efforts to keep to a minimum disruption or interruption of the County's jail facility and/or work of County employees while performing its work in accordance with the Contract Documents.

10. Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors, or any other person supplying labor or materials for Contractor in performing any portion of this contract or any action or omission incident thereto.

11. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to the contract and any action or omission incident thereto.

12. Contractor will indemnify and hold County, its elected officials, officers, agents and employees (the "Indemnified Parties") harmless from any and all claims, actions, liability, and

expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or arising out of any alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Contractor's or that of any person providing Services hereunder through or for the Contractor. Upon written notice from County, the Contractor will resist and defend at Contractor's own expense, and by counsel reasonably satisfactory to County, any such claim or action. Such indemnification shall include, but not be limited to, all the Indemnified Parties' attorneys fees and costs incurred in defending or ~~responding to any action brought or threatened against the Indemnified parties for any action or~~ omission arising from or incident to Contractor's performance under this Contract.

13. **Insurance Requirements.** For this Agreement to become effective Contractor must provide County with a Certificate of insurance naming county as additional insured for the activities of Contractor providing inmate telephone equipment and service in the Hidalgo County Jail, to all policies listed below and state that Hidalgo County Commissioners Court will receive thirty (30) days advance written notice of any materials change or cancellation of any policy listed on the Certificate.

General Liability: Limits for General Liability shall be no less than \$1,000,000 bodily injury each occurrence and \$500,000 property damage each occurrence and \$1,000,000 property damage in aggregate. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability: Coverage should be afforded on all owned, non-owned and hired vehicle whether private passenger or other than private passenger. Limits for automobile

liability should be no less than \$500,000 bodily injury per person, \$1,000,000 per accident and \$500,000 property damage each accident. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury or property damage.

Workers Compensation: Coverage should be afforded for all operations of Contractor's business as required by the State of Texas. Coverage for Employer's Liability should be no less than \$500,000 for all claims.

14. **Performance Bond.** For this Contract to become effective Contractor must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, within ten (10) calendar days after award of this contract, and prior to any installation work or equipment delivery or performance of the Services. The performance bond must be payable to County in the amount of \$20,000 and will be retained during the full period of this contract and/or renewals. No personal or company checks are acceptable. This Contract and dates of performance must be specified in the performance bond. In the event that County exercises its options to extend the Contract for an additional period, the Contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this numbered paragraph, in an amount stipulated by county at the time of the renewal of this Contract.

15. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

16. Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to

the terms hereof, shall be null and void and shall relieve the County of any and all obligations or liability hereunder.

17. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the contract, including any other provision, paragraph or subparagraph.

Each provisions, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

18. ~~Contractor shall commence the performance of the Services on December 6, 2005~~ and the Services shall be completed on or before December 6, 2007.

19. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Contract or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

20. The Contractor will incur no financial obligation on behalf of County without prior written approval of the County Judge. The Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

21. Contractor will not discriminate on basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

22. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of County with any other individual or entity for the provision of the Services.

23. Any waiver of enforcement of any provision or waiver of any breach of this Contract, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

24. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

25. Any amendments to this Contract will be effective only if in writing and signed by County and the Contractor.

26. The defined terms used herein are for convenience only and do not limit the contents of the Contract.

27. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

28. The execution and performance of this Contract by county and contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

29. No waiver or modification of the contract documents shall be valid unless it is in writing and signed by the County and Contractor.

30. This Contract shall be binding upon, and inure to the benefit of Contract and County and their respective successors and assigns.

31. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees and court costs, incurred by such party in enforcing the terms of this Contract.

32. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

33. All notices shall be given in writing and be sent by registered or certified mail, return receipt requested, and shall be addressed:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Evercom Systems, Inc.
Attn: Mr. John J. Viola
14651 N. Callas Pkwy, Suite 600
Dallas, Texas 75254

34. **Proprietary Information.** To the extent permitted by applicable law, County agrees that all information relating to Contractor "Non-Sent Paid" calls (collect calls), the contents of this Agreement and all pricing and proposals related to the Services are proprietary to Contractor. All such information, to the extent permitted under the Texas Open Records Act and other applicable law, will be held in trust and confidence by county.

35. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of buyer

under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon supp. 1996).

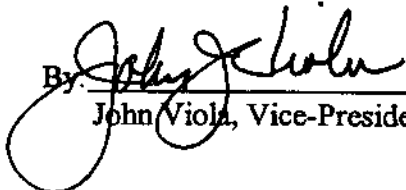
36. Contractor shall, on thirty days notice, provide to County all bonds and records concerning this Contract and/or County's facility which is the subject of this contract for County's Auditor or other representatives for purpose of inspection and/or audit to verify Contractor's compliance with the terms and provisions of this contract.

EXECUTED as of the day and year first written above.

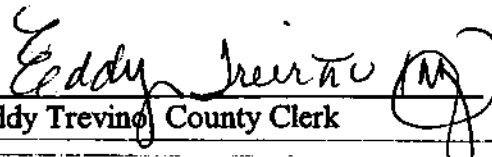
COUNTY:

CONTRACTOR:

By: 
Ramon Garcia, County Judge

By: 
John Viola, Vice-President

ATTEST:


Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 12-6-05 ah

Approved on Commissioners' Court December 6, 2005

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

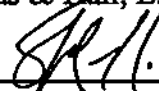
By: 

EXHIBIT “A” REQUIREMENTS

EXHIBIT "A"

REQUIREMENTS

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the service and equipment sought in this invitation. All items using the terms "must", "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using the terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Proposer should include all equipment, including telephone sets, necessary for the operation of the Inmate Telephone System and insure that said equipment for the system meets all applicable regulations.

Although a minimum of space is available for installation, all Inmate Call Processors shall be of the design specified for "on site" installation

- A. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.
- B. Each ICP managing up to fifty-three (53) inmate phones shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- C. Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration *drop such* that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to-DC converters shall be required to support the system.
- D. All wiring and connections to the ICPs shall be made using vendor supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modem line connections. Only the termination blocks shall be allowed to be mounted on the walls of the equipment room.
- E. Each ICP must utilize external cabling, (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the JCPs and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- A. The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.

- B. Inmate Telephone Compatibility

The inmate call processor shall be able to connect to any standard telephone

instruments with a hookswitch, handset and 12 button keypad including "ruggedized"; line-powered- telephones specifically designed for use in correctional facilities.

C. Voice Prompts and Messages

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the System. Beeps, tones' and other non-voice sounds shall not be permitted as substitutes for Voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on-hold and intercept tones are appropriate. Phone signature, printed hand-outs, and video training tapes are not an acceptable alternate to a complete range of voice prompts and messages.

D. Fraud/Abuse Control

The ICP must include the following fraud control features:

Inmate switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.

~~Voice overlay recording alerting called party and any conferenced-in 3rd party, that the yare speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud prevention.~~

Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

Sound Path Options - The ICP must allow for blocking or allowing the sound path to the *inmate* phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound *path* is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Frequently Called Number Blocking - The ICP must provide for blocking of call attempts is to a specified for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programable upon demand.

Live Operator Access Blocking - Access to alive operator must be blocked at all times without exception.

Call Blocking - The ICP must have the capacity to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.

E. Operating Hours Limitation

The ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This

features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" or "clicks" (i.e. answering machines.) Voice recognition is not an acceptable form of positive acceptance.

H. Inmate Identification Option

The ICP must allow for the use of inmate identification numbers as an alternate method of inmate call control. This feature must allow the facility to select the length of the ID code which may be anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.

I. On-Site Administration

If desired, the ICP must have an option which allows for an on-site administration terminal.

This terminal must have the following features:

It must be connected to the ICP via a commercially available, reliable, high-speed, Novell-Type LAN.

Its operational status must not affect the ICP's normal operations in any way.

It must allow for multi-level passwords.

It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.) The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of records in ASCH formatted files from each station.

J. Monitoring and Recording

The ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals.

Monitoring and Recording must be disable for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.

Every collect phone call shall have a recording, telling the called party exactly what they will be charged for the call. This must be in English and Spanish.

Recording and/or monitoring Eight (8) Channels. Two (2) monitoring phones and

terminals. One (1) in Internal Affairs (IA) and one in the Chief Deputy's office.

Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT Cassette tapes.

Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized settings such as guard towers and security monitoring stations.

K. Trunk Switching and Call Routing

To minimize the cost of providing service to the facility, bidders are to utilize only the quantity of trunks justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment to perform this concentration function must be an integrated feature of the IPS. **NO EXTERNAL ROUTING DEVICES** (such as PBX equipment or the like) may be used. Integrated trunk selection that is to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include ~~the ability to test trunks and phones and to place test calls without sending a technician to the site.~~ For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.

Other Maintenance and Support Requirements Include:

- A. Remote diagnostics and repair without affecting calls in progress or system operations
- B. Automatic 24 hour trunk disable when trunk out of service condition encountered.
- C. 24 hour, 365 day repair and maintenance assistance.
- D. System must NOT require on-site intervention for re-boot.
- E. System must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

The ICP must provide for on-site storage of call detail information. Other requirements include

- A. On-site storage capacity of up to one (1) year's worth of call records
- B. Real-time call activity viewing capability
- C. Real-time reporting of stored activity
- D. Automatic call record protection via nightly polling.
- E. Flexible call detail reporting by PIN, dialed number, phone, or trunk
- F. Each record must include call result detail in easy-to understand terms. For example: Busy, No Answer, Normal Call Ending, Time Expiration, etc....
- G. Retention of call detail in the event of a power failure

EXHIBIT“B”
VENDOR’S RESPONSE

EXHIBIT "B"

PROPOSAL RESPONSE SHEET HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SERVICES"

- A. Monthly Telephone Flat Rate Revenues for LOCAL SERVICE (Enter percent in both words and numerically)

Percent of monthly GROSS BILLED revenue from all installed telephones.

Percentage offered in words: Fifty-Eight Percent

Numerical Percentage offered: 58%

Flat Local Calling Rate offered: \$3.00

- ~~B. Monthly Telephone revenue for Long Distance Service:~~

Percent of monthly GROSS BILLED Revenue from all installed phones:

Percentage offered: 58%

- C. Provide your definition of Gross Billed Revenue in the following terms.

Billed charge for a call	Any deductions	Grossed billed revenue
<u>\$3.00</u>	<u>Less 0</u>	= <u>\$3.00</u>

PREPAID CALLING CARDS

Forty percent (40%) discount on prepaid calling cards as defined as follows:

\$10.00 Calling Cards will cost Hidalgo County \$6.00

\$20.00 Calling Cards will cost Hidalgo County \$12.00

\$30.00 Calling Cards will cost Hidalgo County \$18.00

EXHIBIT “C” INSURANCE



PURCHASING DEPARTMENT
County Of Hidalgo

November 23, 2009

Dwight F. Yoder, Vice President
YODER ENTERPRISES, INC. d/b/a
ADVANCED PAGING
800 Ash Avenue
McAllen, Texas 78501

Via Facsimile fax (956) 213-1194
email dwrightyoder@hotmail.com

Re: Sixty (60) Day Extension - E-08-504-12-16-"Pager Services"- Hidalgo County Sheriff's Office

Dear Mr. Yoder:

Commissioners' Court will take applicable action (**Tuesday, December 1, 2009**) in connection with Hidalgo County's option to exercise the **sixty (60) day** grace period for the current contract in place while procurement process is completed. (**Commencing, January 1, 2010 - Expiring, March 1, 2010**) or (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, November 24, 2009, attn: Leticia Saenz, Contracts Mgr. to (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: *Leticia Saenz*

Date: 11-23-09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz
Leticia H. Saenz, CPRB/Contracts Manager
Hidalgo County Purchasing Department

xc: File



December 10, 2008

PURCHASING DEPARTMENT
County Of Hidalgo

E-08-504-12-16

Dwight F. Yoder, Vice-President
YODER ENTERPRISES, INC. d/b/a
ADVANCED PAGING
600 Ash Avenue
McAllen, Texas 78501

Via Fax (956) 213-1194
Via E-mail dwrightyoder@hotmail.com

Re: C-07-121-12-26 "PAGER SERVICES"-Hidalgo County Sheriff's Office

Dear Mr. Yoder:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for the additional **one (1) year period** as provided in the current contract (under the same rates, terms and conditions).

Effective date of renew/extension is of January 1, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am.

By: *Dwight F. Yoder*
Dwight F. Yoder, Vice President
Yoder Enterprises, Inc. db/a Advanced Paging

Date: 12-11-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

[Signature]
Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
xc: file

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/10/2009												
PRODUCER (956)686-3888 FAX (956)682-5650 Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Yoder Enterprises, Inc. DBA: Advanced Paging/Superior Paging P O Drawer 3097 McAllen, TX 78502		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Maryland Casualty Co</td> <td></td> </tr> <tr> <td>INSURER B: Assurance Co of America</td> <td></td> </tr> <tr> <td>INSURER C: AMCOMP</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Maryland Casualty Co		INSURER B: Assurance Co of America		INSURER C: AMCOMP		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Maryland Casualty Co														
INSURER B: Assurance Co of America														
INSURER C: AMCOMP														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PAS01111790	08/15/2008	08/15/2009	EACH OCCURRENCE \$ 1,000,000
		☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000
		☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJ. ☐ SECT ☐ LOC				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
B		AUTOMOBILE LIABILITY	SBS01116146	08/15/2008	08/15/2009	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
		☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO ☐ EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				OTHER THAN AUTO ONLY EA AGG \$
						AGG \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV4142216	01/01/2009	01/01/2010	☒ WC STATE-TOBY LIMITS ☐ OTHER
		☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E1. EACH ACCIDENT \$ 1,000,000
		OTHER				E1. DISEASE - EA EMPLOYEE \$ 1,000,000
						E1. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The County of Hidalgo is named as additional insured on the general liability and auto policies and a 30 day notice of cancellation on the general liability and auto policies.

CERTIFICATE HOLDER

The County of Hidalgo
 2812 S Business Hwy 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL03

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-121-12-26

THIS CONTRACT is made and entered into this 1st day of January, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Yoder Enterprises, Inc. d/b/a Advanced Paging** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Pager and Pager Services**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year**, commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for one (1) additional year under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company	Yoder Enterprises, Inc. d/b/a Advanced Paging Attn: Dwight F. Yoder, Vice President P. O. Drawer 3097 McAllen, Texas 78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

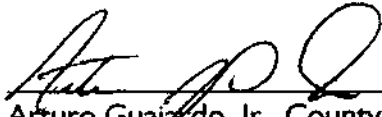
WITNESS our hands in duplicate originals this _____ day of _____, 2008.

COUNTY OF HIDALGO



By: _____
Juan D. Salinas, III, County Judge

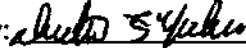
ATTEST:



Arturo Guajardo, Jr., County Clerk

COMPANY:

Advanced Paging & Wireless

By: 

Printed Name: Dwight F. Yoder

Title: Vice-President

Approved by Commissioners' Court on **December 26, 2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

EXHIBIT “A”
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Sheriff's Office

"Pager and Pager Service"

QUOTE NO. 07-121-12-12-ROL

The Hidalgo County Sheriff's Office is seeking quotes for monthly air time use for pager service, purchase and replacement of units. The following services will be provided in accordance with these specifications and the manufacturer recommendations. Currently the Hidalgo County Sheriff's Office uses approximate over 150 Motorola Pagers. The quotes would have to be good for the 2008 calendar year with an option to extend for a one (1) additional year under the same rates, terms and conditions.

Specifications for pager and pager service.

- Can existing pagers be used?
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
 - Motorola Bravo pager
 - Motorola Elite pager
 - Motorola Advisor pager
 - Motorola Advisor Gold pager
- Proposed monthly rate for unlimited airtime (per pager)?
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time?
- Coverage area per price quoted.
- Group page Alpha Numeric rate.
- Repair Service Charge per Pager

If at any time it appears that the Hidalgo County Sheriff's Office will exceed \$25,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bid process. We, however, do not expect to come anywhere close to that amount.

Requirement, Terms & Conditions

1. Please provide with your quote all additional fees.
2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
3. The term of the agreement will be for a period of one (1) year with the County's option to extend for one (1) additional year under the same rates, terms and conditions.
4. Any contract awarded to a successful vendor will be in effect until:
 - The contract expires.
 - Delivery and acceptance of product and/or performance of services ordered.
 - Termination by HIDALGO COUNTY with thirty (30) days written notice prior to cancellation
5. HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.
6. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government

Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIO forms to the Hidalgo County Clerk's
Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo
County Courthouse

COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE
RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

7. PLEASE SUBMIT NO SUBMITTAL FORM BY FAX IF UNABLE TO
QUOTE.

EXHIBIT “B”
VENDOR’S QUOTE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
BID NO.: 07-121-12-12-ROL

QUOTE PAGE

- Can existing pagers be used? No, All existing pagers currently on Account will be replaced at NO Charge. All new purchases will follow below pricing.
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
 - Motorola Bravo pager \$ Obsolete
 - Motorola Elite pager \$ obsolete
 - Motorola Advisor ~~pager~~ Elite Pager \$ obsolete
 - Motorola Advisor Gold pager \$ 24.00 each replacement
- Proposed monthly rate for unlimited airtime (per pager) \$ 5.95
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time? \$ Same as Above
- Coverage area per price quoted. Blue Area on Coverage map Included
- Group page Alpha Numeric rate. \$ 5.95 per Group per month
- Repair Service Charge per Pager \$ 24.00 each pager when repair is needed

BIDDER/COMPANY NAME: Advanced Paging
ADDRESS: 600 Ash Ave

CITY/STATE/ZIP CODE: McAllen, Texas 78501

PHONE & FAX NO.'S: 631-7243 - Fax # 213-1195
CELLULAR & BEEPER NO.'S: 984-9101 Dwight Yoder's Mobile

AUTHORIZED SIGNATURE: Dwight F Yoder

PRINTED NAME: Dwight F Yoder

TITLE: Vice Pres

EXHIBIT “C”
INSURANCE REQUIREMENTS

AI-18775

9.I.

Pct 4-Work Authorizaton #4-C-08-477-12-09-San Carlos Drainage Improvement (Faysville Pump Proj.)

CC CONSENT

Date: 12/01/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting acceptance, and approval of WORK AUTHORIZATION #4 with a proposed fee of \$ 10,000.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (FAYSVILLE PUMPS) within Hidalgo County Precinct No. 4, in connection to Contract #C-08-477-12-09.

BACKGROUND

Work Authorizaton#4-QHA-C-08-477-12-09

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-124-074-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11-25-09 \$10,000.00.

Attachments

Link: Memo-Pct4-WA#4

Link: WA#4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	11/25/2009 04:03 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/25/2009 04:30 PM	APRV
3	Purchasing Department		11/25/2009 04:48 PM	NEW

Form Started By: Letty Saenz
Started On: 11/25/2009 03:37 PM

Final Approval Date: 11/25/2009



County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: NOVEMBER 24, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION NO. 4 "PCT4 FAYSVILLE PUMP"
C-08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
WORK AUTHORIZATION NO. 4 IN THE AMOUNT OF \$10,000.00 FOR
QUINTANILLA, HEADLEY & ASSOCIATES, INC. BE PLACED ON THE NEXT
COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT # 9-1339-431-00-124-074-0-733

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements Project (Faysville Pumps)**

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$ 10,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.4 shall be funded through funding source:

Account No. **9-1339-431-00-124-074-0-733**

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work .**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner, Oscar L. Garza, Jr.**, as to content and detail of this **Work Authorization No. 4.**

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4**

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of day of _____, 2009.

THE ENGINEER:
Quintanilla, Headley and Associates, Inc.

THE OWNER:
Hidalgo County

Alfonso Quintanilla, P.E.

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be provided by the Owner
EXHIBIT "B" - Service to be provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Engineering Hourly Rates
EXHIBIT "E" - Fee Breakdown Schedule

EXHIBIT "A"

**Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09**

Work Authorization No. 4

Project: Faysville Pumps

Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

- (1) Authorization to begin work.
 - (2) Payment for work performed by the **Engineer**.
 - (3) Provide any available relevant data on file concerning the project.
-

EXHIBIT "B"

**Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09**

Work Authorization No. 4

Project: Faysville Pumps

Scope of services to be provided by the Engineer

1. Topographic surveying: locate all structures, driveways, roadways, fences, trees, road ditch elevations, telephone lines, power poles.
-

EXHIBIT "C"

**Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09**

Work Authorization No. 4

Project: Faysville Pumps

Work Schedule

The Engineer shall provide the deliverables for this Work Authorization thirty (30) days after the notice to proceed.

EXHIBIT "D"

**Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09**

Work Authorization No. 4

Project: Faysville Pumps

Engineer's Hourly Rates

1. Licensed Professional Engineer	\$ 150.00
2. Registered Professional Land Surveyor	\$ 150.00
3. Three Man Survey Crew	\$ 125.00
4. Computer Technician	\$ 85.00
5. Administrative	\$ 60.00
6. Research	\$ 50.00

EXHIBIT “E”

**Hidalgo County Precinct No. 4
“San Carlos Drainage Improvements”
Contract No. C-08-477-12-09**

Work Authorization No. 4

Project: Faysville Pumps

Fee Breakdown

I. Topographic surveying

Total fee = \$ 10,000.00
