

AI-20160

2.A.

2010 Line item transfer for Countywide Adm.

CC CONSENT

Date: 03/02/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 02/26/10.

Attachments

Link: [line item transfer co. wide adm.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:32 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/26/2010 05:02 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Erika Zamora Started On: 02/26/2010 04:19 PM
Final Approval Date: 02/26/2010

DATE: March 2, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: Co. Wide Adm.

ACCOUNT
NUMBER: 0-1100-415-115-002-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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]

AI-20151

2.B.

LIT - Pct# 4 - Sanitation

CC CONSENT

Date: 03/02/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 - Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-432-00-124-001-0-421
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Funding available as of 2-26-10.	
421-->671 \$430.88	

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 02:00 PM	APRV
2	Ana Galvan	Anna Galvan	02/26/2010 05:16 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW
Form Started By: Manuel Chapa			Started On: 02/26/2010 01:46 PM	
Final Approval Date: 02/26/2010				

ATTEST COUNTY CLERK

AI-20139

2.C.

**Intradepartmental Transfer County Court at Law #1
CC CONSENT**

Date: 03/02/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Dora Gutierrez
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
608 - -> 607 = \$100.00
890 - -> 607 = \$ 48.00

Available funds as of 2/26/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 09:33 AM	APRV
2	Ana Galvan	Anna Galvan	02/26/2010 03:20 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Perla Lopez
Started On: 02/26/2010 08:42 AM
Final Approval Date: 02/26/2010

AI-20136

2.D.

Line item transfer

CC CONSENT

Date: 03/02/2010
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-00-110-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 2/26/2010

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 04:25 PM	APRV
2	JC Carreon	JC Carreon	02/26/2010 10:59 AM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Mari Gutierrez
Started On: 02/25/2010 03:22 PM
Final Approval Date: 02/26/2010

DATE Feb. 25, 2010

DEPARTMENT
HEAD: Judge Rene A. Ramirez

DEPARTMENT
NAME: County Judge's Office

ACCOUNT
NUMBER: 10-1100-413-00-110-006-0



Contact Person: Mari Gutierrez PH# 318-2600

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).

FROM	OBJECT DESCRIPTION	TO		AMOUNT
OBJECT CODE		OBJECT CODE		
601	Office Supplies	630	Co. Judge - Food	\$ 150.00
				\$ 150.00

REASON To pay invoices


DEPARTMENT HEAD SIGNATURE

2-25-10
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20133

2.E.

**Intradepartmental Transfer Fire Marshal
CC CONSENT**

Date: 03/02/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Yolanda Orozco, Fire Marshal's Office
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1100-422-10-300-001-0-890
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
0-1100-422-10-300-001-0-890-->0-1100-422-10-300-001-0-432 - \$1,000.00
available balance as of 09/26/10.

Attachments

Link: [Intradept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/26/2010 11:09 AM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 01:56 PM	APRV
3	JC Carreon	JC Carreon	02/26/2010 04:06 PM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Rolando Garcia
Started On: 02/25/2010 01:50 PM
Final Approval Date: 02/26/2010

AI-20112

2.F.

DA Bad Checks Account - 1222

CC CONSENT

Date: 03/02/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - D.A. Bad Checks (1222)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1222-412-00-080-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
584-->603 \$ 716.00; funds available as of 02/26/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Ana Galvan	Anna Galvan	02/26/2010 04:41 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Roy Cazares
Started On: 02/24/2010 04:31 PM
Final Approval Date: 02/26/2010

INTRADEPARTMENTAL TRANSFER

DATE: March 2, 2010
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 0-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT
SUBJECT: Intradepartmental Transfer
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	
584	Registration Fees	➔	603	Educational & Instructional Supplies	\$ 716.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
TOTAL					\$ 716.00

REASON: Monies will be used to pay for training materials.


for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20117

2.G.

DA Investigation Fund - 1223

CC CONSENT

Date: 03/02/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - D.A. Investigation Fund (1223)

BACKGROUND

Monies will be used to purchase two new computer servers.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1223-412-00-080-007-0-XXX

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 2/25/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	JC Carreon	JC Carreon	02/25/2010 03:27 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 04:31 PM	APRV

Form Started By: Roy Cazares
Started On: 02/24/2010 04:48 PM
Final Approval Date: 02/25/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: March 2, 2010
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 0-1223-412-00-080-007-0-XXX
SUBJECT: Budget Line-Item Transfer(s)

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
743	Office Furniture & Equipment		➔	601 Office & Computer Supplies	\$ 6,162.00
743	Office Furniture & Equipment		➔	745 Computer Equipment	\$ 8,696.00
			➔		\$ -
			➔		\$ -
			➔		\$ -
			➔		\$ -
			➔		\$ -
			➔		\$ -
			➔		\$ -
			➔		\$ -
			➔		\$ -
TOTAL					\$ 14,858.00

REASON: Monies will be used to purchase two new computer servers.



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-20097

2.H.

Health Division - Clinics Line Item Trf

CC CONSENT

Date: 03/02/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services Department - Clinics (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
601-->665 \$ 1,000.00; funds available as of 02-26-2010

Attachments

Link: [LIT-Clinics](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/24/2010 02:24 PM	APRV
2	Ana Galvan	Anna Galvan	02/26/2010 02:48 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Dan Beltran
Started On: 02/24/2010 02:06 PM
Final Approval Date: 02/26/2010

ATTEST COUNTY CLERK

AI-20071

2.I.

Public Defender's Office line transfer FY10

CC CONSENT

Date: 03/02/2010
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Public Defender's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-30-085-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

529-->532 - \$ 350.00; Funding available as of 2/26/10.
831-->532 - \$ 200.00; Funding available as of 2/26/10.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:07 PM	APRV
2	Veronica Ortiz	Monica Badillo	02/26/2010 10:15 AM	APRV
3	Norma Silva	Norma Silva	02/26/2010 11:18 AM	APRV
4	Auditor's Office	Monica Badillo	02/26/2010 05:23 PM	APRV

Form Started By: Yvette Pacheco

Started On: 02/23/2010 10:22 AM

Final Approval Date: 02/26/2010

DATE: 02/22/10

GENERAL FUND

DEPARTMENT HEAD: Jaime Gonzalez

DEPARTMENT NAME: Public Defenders

ACCOUNT NUMBER: 0-1100-412-30-085-003-0-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 NUMBER	ACCOUNT (OBJECT) NAME	
0-1100-412-30-085-003-0-529	Surety & Notary	→	0-1100-412-30-085-003-0-532	Wireless Devices	150.00
0-1100-412-30-085-003-0-831	Court Cost	→	0-1100-412-30-085-003-0-532	Wireless Devices	200.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$350.00

REASON: To cover expenditures for remainder of fiscal year '10.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20061

2.J.

2010 - COUNTY AUDITOR (1100)

CC CONSENT

Date: 03/02/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1100-415-21-170-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 2/22/2010.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:13 AM	APRV
2	Norma Silva	Norma Silva	02/25/2010 09:34 AM	APRV
3	Erika Zamora	Angela Garcia	02/25/2010 10:03 AM	APRV
4	Norma Silva	Angela Garcia	02/25/2010 10:10 AM	APRV
5	Auditor's Office	Linda Fong	02/25/2010 11:30 AM	APRV
6	Budget & Management	Ivan Cantu	02/25/2010 11:45 AM	APRV
7	Auditor's Office	Linda Fong	02/25/2010 11:48 AM	APRV

Form Started By: Maria Medina

Started On: 02/22/2010 01:55 PM

Final Approval Date: 02/25/2010

DATE: February 22, 2010

DEPARTMENT HEAD: Ray Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 0-1100-415-21-170-001-0-

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	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-21-170-001-0-661	Minor Ofc Furn & Equip	→	0-1100-415-21-170-001-0-442	Rental of Equip & Veh	\$1,000.00
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
- - - - -		→	- - - - -		
TOTAL					\$1,000.00

REASON: To pay extended rental with Konica Minolta for approximately 3 months, during which time a new Xerox is being delivered to replace the current Konica Minolta.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20081

2.K.

Line Item Transfer

CC CONSENT

Date: 03/02/2010
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT
Submitted For: Alma Ybarra
Department: FACILITIES MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

671-->745 - \$ 1,300.00; Funding available as of 2/25/10.
671-->890 - \$ 3,000.00; Funding available as of 2/25/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 03:05 PM	APRV
2	Norma Silva	Norma Silva	02/25/2010 10:04 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:36 AM	APRV

Form Started By: Alma Ybarra
Started On: 02/23/2010 02:44 PM
Final Approval Date: 02/25/2010

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: February 23, 2010

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

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

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	
671	Repair & Maint Supplies	745	Computer	1,300.00
671	Repair & Maint Supplies	890	Other	3,000.00
			TOTAL	\$4,300.00

REASON: Funds needed in object 745 to cover the cost of a computer being purchased for Facilities Management (PO was entered by Angela). Funds also needed to cover the assesment fees for the property known as the Mission Groves Estates (La Mansion Properties).

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-20077

2.L.

2008 Chapter 19 Funds

CC CONSENT

Date: 03/02/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Department (1283)

BACKGROUND

2008 Chapter 19 Funds

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1283-414-00-130-018-8-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
747 --> 667 \$6,532.90
Available balance as of 02/24/10

Attachments

Link: [2008 Chapter 19 Funds](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	02/23/2010 01:51 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 02:57 PM	APRV
3	JC Carreon	JC Carreon	02/24/2010 03:40 PM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 11:35 AM	APRV

Form Started By: Veronica Lopez
Started On: 02/23/2010 01:27 PM
Final Approval Date: 02/25/2010

AI-20089

2.M.

Intra- Elections Dept (1100)

CC CONSENT

Date: 03/02/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
343 --> 350 \$339.41
Available balance as of 02/26/10

Attachments

Link: Intra- Elections Dept (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	02/24/2010 10:21 AM	APRV
2	Budget & Management	Erika Zamora	02/24/2010 10:46 AM	APRV
3	Veronica Ortiz	Monica Badillo	02/26/2010 10:16 AM	APRV
4	Roland Garcia	Monica Badillo	02/26/2010 10:23 AM	APRV
5	JC Carreon	JC Carreon	02/26/2010 10:51 AM	APRV
6	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Veronica Lopez

Started On: 02/24/2010 09:34 AM

Final Approval Date: 02/26/2010

AI-20078

2.N.

2009 Chapter 19 Funds

CC CONSENT

Date: 03/02/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Department (1283)

BACKGROUND

2009 Chapter 19 Funds

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1283-414-00-130-018-9-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
336 --> 667 \$5,467.10
Available balance as of 02/23/10

Attachments

Link: [2009 Chapter 19 Funds](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	02/23/2010 01:51 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 03:04 PM	APRV
3	Ana Galvan	Anna Galvan	02/26/2010 02:32 PM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Veronica Lopez Started On: 02/23/2010 01:37 PM
Final Approval Date: 02/26/2010

AI-20068

2.O.

20068 2-22-2010 lit fr 432 into 661 \$3,500.00

CC CONSENT

Date: 03/02/2010
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 2/24/2010

Attachments

Link: lit 20068 2-22-10 3500.00

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:05 PM	APRV
2	JC Carreon	JC Carreon	02/24/2010 03:36 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:32 AM	APRV

Form Started By: Mary Garcia
Started On: 02/22/2010 03:44 PM

Final Approval Date: 02/25/2010

ATTEST COUNTY CLERK

AI-20063

2.P.

**Intradepartmental transfer - 139th District Court
CC CONSENT**

Date: 03/02/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Irma Guzman
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-003-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
583 --> 811 \$50.00, funds in the amount of \$6,456.15 available as of 02/22/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:14 AM	APRV
2	Veronica Ortiz	Monica Badillo	02/26/2010 10:15 AM	APRV
3	Ana Galvan	Anna Galvan	02/26/2010 11:14 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Sylvia Solis
Started On: 02/22/2010 03:00 PM
Final Approval Date: 02/26/2010

DATE: February 22, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for
139th District Court

**ACCOUNT
NUMBER:** 0-1100-412-00-003-001-0-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 2010 Court Interpreters license renewal.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20113

2.Q.

2010 - PCT # 1 R&B (1201)

CC CONSENT

Date: 03/02/2010
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 R&B (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 2/26/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Veronica Ortiz	Monica Badillo	02/26/2010 10:17 AM	APRV
3	JC Carreon	JC Carreon	02/26/2010 10:55 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Robert Elizondo

Started On: 02/24/2010 04:31 PM

Final Approval Date: 02/26/2010

MEETING REQUEST DATE: March 2, 2010

ATTEST COUNTY CLERK

AI-20069

2.R.

**Budget Line-Item Transfer for Administration Phone Service
CC CONSENT**

Date: 03/02/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Road Admin. (1202)

BACKGROUND

(Pending) Req. #171162

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$4,500.00 as of 02/22/2010
From 671-----> 532 in the amount of \$250.00

Attachments

Link: [LIT](#)

Link: [Sprint Requisition](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:05 PM	APRV
2	Ana Galvan	Anna Galvan	02/26/2010 02:30 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 02/22/2010 04:32 PM
Final Approval Date: 02/26/2010

HIDALGO COUNTY PRECINCT NO. 2
301 EAST STATE
PHARR, TEXAS 78577
(956) 787-1891 / FAX # (956) 787-4683

DATE: 02/22/2010

I am requesting a Purchase Order Number (P.O. #) for the following:

HEADER: Road Administration Office Staff

Name of Requester Yoli Cisneros

I will be purchasing the following items:

(PLEASE INCLUDE ALL CHARGES - FREIGHT, SURCHARGES ECT.)

VENDOR NAME: SPRINT

CITY: _____

Quote provided by: _____

Phone/Quote # _____

QTY	UOM	PC	DESCRIPTION	UNIT PRICE	PRICE
12	Month	83935	1 Phone Service - BLACKBERRY 8830	\$55.00	\$660.0
12	Month	96379	1 Taxes & Fees	2.50	30.00
			Humberto Garza (956)451-4208		

TOTAL AMOUNT \$690.00

CONTRACT # _____

Expire _____

BID # _____

INTERNAL: _____

FOOTER: Phone service for the office staff

Odometer# _____ License Plate # _____ VIN# _____

SAGE REQ. # 171162

PCT. REQ # 0128

ACCOUNT # 0-1202-431-00-122-005-0-532

REQUISITION APPROVED BY: _____

P. O. # _____

Re-Approved: N/A

yoli

From: Gris [gris.salazar@co.hidalgo.tx.us]
Sent: Monday, February 22, 2010 3:15 PM
To: 'yoli'
Subject: sprint

The following is the information on Humberto's cell phone:

Vendor: Sprint
Cell Phone #: 956-451-4208
Model #: BlackBerry 8830
Monthly Service Fee: \$55.00
Surcharges, Government fees & Taxes: \$2.50

Let me know if you have any questions.

Thanks!
Griselda Guerra
Administrative Assistant
Hidalgo County I. T. Dept.
(956)292-7010 ext.6001

2/22/2010

AI-20070

2.S.

Budget Line-Item Transfer to purchase a Big-Tex Trailer & clear negative accounts

CC CONSENT

Date: 03/02/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Sanitation (1100)

BACKGROUND

(Pending) Req. #171044

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$1,250.00 as of 02/23/2010
From 550 -----> 619 in the amount of \$300.00

Funding available in the amount of \$4,000.00 as of 02/23/2010
From 334 -----> 748 in the amount of \$2,000.00

Attachments

Link: [LIT](#)

Link: [Req. #171044](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 01:06 PM	APRV
2	Norma Silva	Norma Silva	02/25/2010 09:48 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:33 AM	APRV

Form Started By: Yolanda Cisneros
Started On: 02/23/2010 08:39 AM
Final Approval Date: 02/25/2010

DATE: February 23, 2010

2010 Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT
NUMBER: 0-1100-432-00-122-001-0-XXX

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).

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
550	PRINTING & BINDING	619	OTHER MISCELLANEOUS SUPPLIES	\$300.00
334	ARCH & ENGINEERING SERVICE	748	OTHER EQUIPMENT	\$2,000.00
TOTAL				\$2,300.00

REASON:
Transfer needed to cover expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

2/23/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY PRECINCT NO. 2
301 EAST STATE
PHARR, TEXAS 78577
(956) 787-1891 / FAX # (956) 787-4683

DATE: 02/18/2010

I am requesting a Purchase Order Number (P.O. #) for the following:

HEADER: Park & Recreation Department

Name of Requester Yoli Cisneros

I will be purchasing the following items:

(PLEASE INCLUDE ALL CHARGES - FREIGHT, SURCHARGES ECT.)

VENDOR NAME: Elliffe Trailers

CITY: Pharr, Texas

Quote provided by: Collins Stewart

Phone/Quote # _____

QTY	UOM	PC	DESCRIPTION	UNIT PRICE	PRICE
1	Each	073-47	(One) 1 60"X8' 2010 Big-Tex Trailer with ramp gate		\$1,795.00

TOTAL AMOUNT \$1,795.00

CONTRACT # _____ Expire _____ BID # _____

INTERNAL: _____

FOOTER: Trailer for the department use.

Odometer# _____ License Plate # _____ VIN# _____

SAGE REQ. # 171044

PCT. REQ # 0032

ACCOUNT # 0-1212-452-00-122-008-0-748

REQUISITION APPROVED BY: _____

P. O. # _____

RE-APPROVED ON: N/A

HIDALGO COUNTY PRECINCT NO.2

QUOTE FOR UTILITY TRAILERS

Hidalgo County Object Code: #748

NIGP: Commodity Code #073-47 (Trailers not enclosed)

Specifications (or) Equivalent to:

One (1) 83" x 20' Trailer with pull out 4' Angle Iron Ramps 7000lbs. axles

One (1) 5' x 8' Trailer with ramp gate

COMPANY	DESCRIPTION	PRICE
Elliffe Trailers Collins Stewart 200 W. Exp. 83 Pharr, TX 956-702-9599	83"x 20' trailer	4495.00
	60"x 8' trailer	1795.00
	Combined Total	\$6,290.00
RD. Machen Nuehaus & Co., Ltd PO Box386 Weslaco, TX 956-423-3582	6'10" x 20' trailer	3999.00
	60" x 8' trailer	NO BID
	Total	\$3,999.00
H&V Equipment Thad Moore H&V Equipment Progreso, TX 956-565-3788	83"x 20' trailer	NO BID Not Available
	60"x 8' trailer	NO BID Not Available
Alamo Sales Corp Jamie Wilson Alamo Sales Corp 1502 East Walnut St. Sequin, TX 78155 830-372-9517	83"x 20' trailer	NO BID Not Available
	60"x 8' trailer	NO BID Not Available

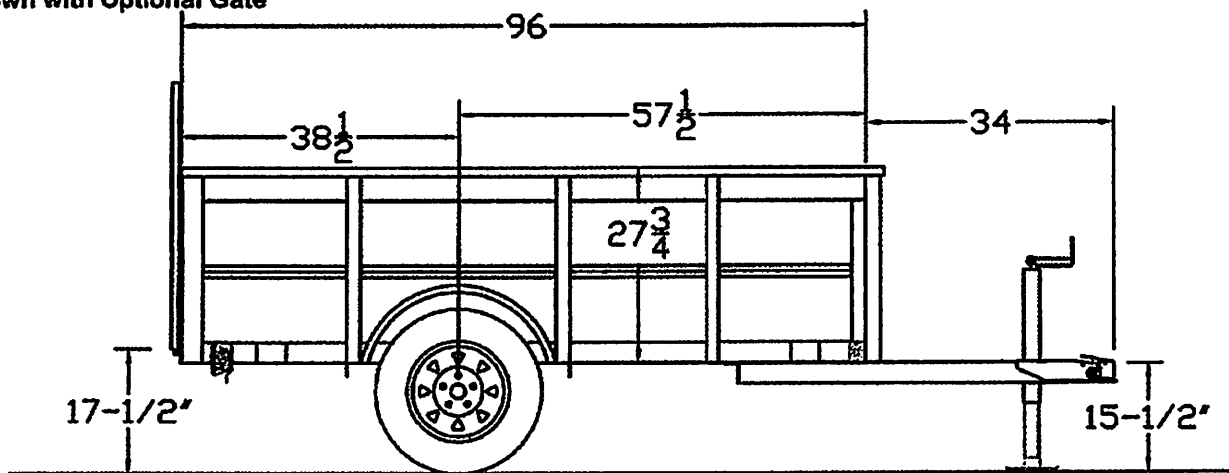
19SV Vanguard

G.V.W.R.	1,995#	AXLE	2,000# EZ Lube
G.A.W.R.	1,995#	SUSPENSION	Multi-Leaf Spring
COUPLER	2" A-Frame	TIRE	ST175/80-13" Load Range C
SAFETY CHAINS	1/4" Grd. 30 w/Safety Latch Hook (2 each)	WHEEL	13 x 4.5 White Spoke 5 Bolt
JACK	2,000# Top Wind (Bolted On)	FLOOR	2" Pine
TONGUE	3" Channel	LIGHTS	D.O.T. Stop, Tail, Turn & Clearance
TOP RAIL	1-1/4" x 1-3/4" Pre-Formed Tube	ELEC. PLUG	4-Way Flat w/Loom
FRAME	3" x 2" x 3/16" Angle	FINISH (Prep)	Steel is Cleaned and Etched to Ensure Smooth, High Bond Paint Adhesion.
CROSSMEMBERS	2" x 2" x 1/8" Angle	FINISH	Painted with High-Solids Supreme Automotive Grade Enamel and Pin-Striped for a Highly Decorative and Protective Finish.
UPRIGHTS	2" x 2" x 1/8" Angle		
FENDERS	8" x 28" Rolled Formed		

Standard Features

- Safety Chains Attached w/Cold Rolled Eyelets
- Lower Jack Support Plate
- 4 Tie Down Loops Inside Bed
- Sand Foot on Jack
- 27-3/4" Sides w/ 24" V-Crimped Steel Panels
- EZ Lube Axle

Shown with Optional Gate



MODEL#	WEIGHT	DESCRIPTION
19SV-08	690#	50" x 8' Single Axle Vanguard

OPTIONS

3' Rampgate w/Expanded Metal



VEHICLE PURCHASE ORDER

Elliff Trailer Sales
200 W. Exp. 83
Pharr, TX 78577
956-702-9599

NAME <i>County of Hidalgo</i>		PHONE #		DATE <i>2-8-10</i>	
ADDRESS <i>2802 South</i>				SALESMAN <i>Roy Carver</i>	
CITY <i>Edinburg TX 78539</i>		SS# or F.I.D.#		S/T.K. NO. <i>Pending</i>	
YEAR <i>2010</i>	MAKE <i>Big-Tek</i>	MODEL <i>19501-B</i>	LIC. NO.	SERIAL NO. <i>Pending</i>	MILEAGE
Sales Price \$ <i>1795.00</i>			TRADE-IN AWW:		
Other Equip. \$			Year	Make	Model
Other Equip. \$			Lic. No.:		
TOTAL OF CAR XXXXXXXXXXXXXXXXXXXXXXXX \$ <i>1795.00</i>			MILEAGE		
Tax \$			SERIAL #		
License \$			PAYOFF TO:		
Title Fee \$			ADDRESS:		
Documentary Fee \$			PAYOFF AMOUNT:		
TOTAL OF CHARGES XXXXXXXXXXXXXXXXXXXXXXXX \$			(Show on Line 13)		
TOTAL PRICE XXXXXXXXXXXXXXXXXXXXXXXX \$			LIEN INFORMATION		
Cash Down \$			<i>1 year Warranty</i>		
Trade-In			EQUIPMENT		
Less Payoff			<i>w/ Ramp Gate</i>		
NET TRADE-IN \$			<i>60" X 8" Treated Wood Deck</i>		
TOTAL DOWN PAYMENT XXXXXXXXXXXXXXXXXXXXXXXX \$					
UNPAID BALANCE XXXXXXXXXXXXXXXXXXXXXXXX \$					
Extended Warranty \$					
Physical Damage Ins. \$					
TOTAL TO FINANCE \$					
Payments: at or at			TOTAL (Shown on Line 3)		

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

The selling dealer hereby expressly disclaims all warranties either express or implied, including any implied warranties or merchantability of fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

A Documentary Fee is not an official fee. A Documentary Fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A Documentary Fee may not exceed \$50. This notice is required by law.

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on this sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle, (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied, and (2) seller has obtained from the previous owner a written Certificate of Title prepared by the State Department of Highways and Public Transportation from its official records, all of the information in which seller has relied upon in the Description of Sale Unit in this order.

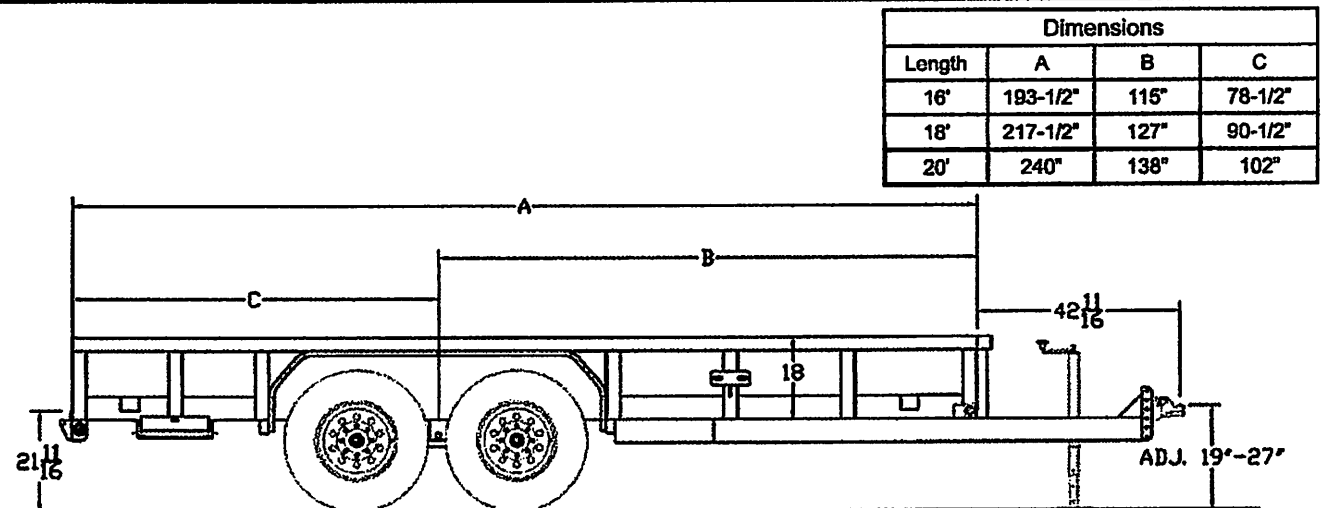
Seller's Signature *Roy Carver* Purchaser's Signature _____ Date _____

14PI Heavy Duty Pipe Tandem Axle

G.V.W.R.	14,000#	AXLES	Two 7,000# EZ Lube w/Electric Brakes
G.A.W.R. (Ea. Axle)	7,000#	SUSPENSION	Multi-Leaf Slipper Spring w/Equalizer
COUPLER	Adjustable 2-5/16" 14K Cast	TIRE	ST235/16 Load Range E
SAFETY CHAINS	Grd. 70 w/Safety Latch Hook (2 each)	WHEEL	16 x 6 Heavy White Mod
JACK	7,000# Drop Leg Jack Wind (Bolted On)	FLOOR	2" Pine
TONGUE	5" Channel Fold Back	LIGHTS	D.O.T. Stop, Tail, Turn & Clearance
TOP RAIL	3" Square Tube Square Back	ELEC. PLUG	7-Way RV
FRAME	5" x 3" x 5/16" Angle	FINISH (Prep)	Steel is Cleaned and Etched to Ensure Smooth, High Bond Paint Adhesion.
CROSSMEMBERS	3" Channel	FINISH	Painted with High-Solids Supreme Automotive Grade Enamel and Pin-Striped for a Highly Decorative and Protective Finish.
UPRIGHTS	15" Tall - 3" x 2" x 3/16" Angle		
FENDERS	9" x 72" Double Broke Diamond Plate w/ Back		

Standard Features

- Adjustable 14K Cast Coupler
- Safety Chains Attached w/Cold Rolled Eyelets
- 7K Set Back Jack (Bolted On)
- Lower Jack Support Plate
- Fold Back Tongue (14' and longer)
- Reflective Marker Tape
- Tie Down Pockets, Sides & Rear
- 3" Square Tube Top Rail Capped w/Self Sealing Plugs
- Floor Secured w/Torx Screws
- Cambered EZ Lube Axles
- Two 7,000# Cambered Axles w/2 Electric Brakes
- Complete Break-A-Way System w/Charger
- Spare Tire Mount (Side)
- 4' Slide-In Ramps (Channel)
- Grommet Mount Sealed Lighting



MODEL#	WEIGHT	DESCRIPTION
14PI-16	2,310#	83" x 16' Tandem Axle
14PI-18	2,470#	83" x 18' Tandem Axle
14PI-20	2,990#	83" x 20' Tandem Axle

OPTIONS

Adjustable Pintle in Channel	Spare Tire Upgrade (ST235/16 LR-G)
12K Top Wind Drop-Leg Jack	Rampgate in Lieu of Ramps
Hydraulic Brakes 2 Axles	Gas Spring Assist Option - Rampgate
Spare Tire (ST235/16 LR-E)	4' Integrated Ramp Heavy Duty Gate w/Gas Spring Assist in Lieu of Ramps
Tire Upgrade (ST235/16 LR-G)	5' Stand up Ramps in Lieu of Slide In



VEHICLE PURCHASE ORDER

RECEIVED

By Oscar Garza at 3:58 pm, Feb 08, 2010

Elliff Trailer Sales
200 W. Exp. 83
Pharr, TX 78577
956-702-9599

NAME: County of Hidalgo		PHONE #: 956-318-2626		DATE: 2-8-10	
ADDRESS: 2802 South		Quote 100 Price 1st 100		SALESMAN: Roy Calaveras	
CITY: Edinburg, TX 78539		SS# or F.I.D.#		STK. NO. (Dental)	
YEAR: 2010	MAKE: Big-Tek	MODEL: 14PT-20	LIC. NO.	SERIAL NO. pending	MILEAGE
Sales Price	\$ 4495	TRADE-IN A.W.V.:			
Other Equip.	\$	Year	Make	Model	Lic. No.:
Other Equip.	\$	MILEAGE SERIAL #			
TOTAL OF CAR XXXXXXXXXXXXXXXXXXXXXXX	\$ 4495	PAYOFF TO:			
Tax	\$ 0	ADDRESS:			
License	\$ 0	PAYOFF AMOUNT:			
Title Fee	\$ 0	(Show on Line 13)			
Documentary Fee	\$ 0	LIEN INFORMATION			
TOTAL OF CHARGES XXXXXXXXXXXXXXXXXXXXXXX	\$ 0	14,000 lb G.V.W.R.			
TOTAL PRICE XXXXXXXXXXXXXXXXXXXXXXX	\$ 4495	1 year warranty			
Cash Down	\$	EQUIPMENT			
Trade-In		83" x 20' Deck (Treated wood)			
Less Payoff		Pull-out 4' Angle Iron Ramps			
NET TRADE-IN	\$	Channel Iron Tongue.			
TOTAL DOWN PAYMENT XXXXXXXXXXXXXXXXXXXXXXX	\$	Cambered Axles 7000 lb each			
UNPAID BALANCE XXXXXXXXXXXXXXXXXXXXXXX	\$	TOTAL (Shown on Line 3)			
Extended Warranty	\$				
Physical Damage Ins.	\$				
TOTAL TO FINANCE	\$				
Payments:	at	or	at		

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

The selling dealer hereby expressly disclaims all warranties either express or implied, including any implied warranties or merchantability of fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

A Documentary Fee is not an official fee. A Documentary Fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A Documentary Fee may not exceed \$50. This notice is required by law.

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on this sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle, (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied, and (2) seller has obtained from the previous owner a written Certificate of Title prepared by the State Department of Highways and Public Transportation from its official records, all of the information in which seller has relied upon in the Description of Sale Unit in this order.

Seller's Signature

Roy Calaveras

Purchaser's Signature

Date

DATE 2-11-10 PHONE 292-7000
 NAME Hialeah Co.
 ADDRESS _____
 TOWN Oscar G. Carter
 CUSTOMER SOCIAL SECURITY NUMBER 292-7612 Fax
 EMAIL ADDRESS _____



P.O. BOX 386
 WESLACO, TEXAS 78059
 (956) 968-7502

1105 S. 7TH
 RAYMONDVILLE, TEXAS 78580
 (956) 889-2481

P.O. BOX 531089
 HARLINGEN, TEXAS 78553
 (956) 423-3582

P.O. BOX 5007
 BROWNSVILLE, TEXAS 78523
 (956) 380-9885

Ranch King Utility Trailer

6'10" X 20'

\$ 3999

7000 lbs axles

235-85R-16 8 Hole

25/16 Ball

5" ch X 3" ch

E Brakes

w / Ramps

DISCLAIMER OF WARRANTIES AND AGREEMENT TO INDEMNITY

In consideration of the sale of the above described USED property by NEUHAUS & CO., LTD., hereafter called SELLER, and the undersigned BUYER, the BUYER and SELLER agree as follows:

SELLER MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, MERCHANTABILITY, QUALITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY SOLD TO BUYER, except that SELLER warrants that it will have title to each item of property at the time specified for delivery. With respect to SELLER'S duty to BUYER, it is expressly agreed that BUYER purchases the property as is. SELLER shall not be liable for any damages or losses resulting from the installation, operation or use of the property sold by SELLER.

INDEMNITY AGREEMENT

BUYER shall fully protect, indemnify and defend SELLER and hold it harmless from and against all claims, demands, liens, damages, causes of action and liabilities of any and every nature whatsoever, under any theory of recovery, including, but not limited to, negligence or strict liability for injury to property or for injury to or death of BUYER, or any one or more of BUYER'S employees, agents or servants, or any other person or entity, arising in any manner, directly or indirectly, out of or in connection with or in the course of or incident to the use or operation of the sold property by any person or entity regardless of cause or of any fault or negligence or strict liability of SELLER, alone or in conjunction with any other person or entity. BUYER shall reimburse SELLER for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorney's fees, imposed on or incurred by SELLER by BUYER'S use or operation of the sold property.

EXECUTED this _____ day of _____

SELLER: NEUHAUS & CO., LTD.

BUYER:

BY:

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, Limited Sales and Use Tax, for the purchase of the taxable items, described below or on the attached order or invoice, which will be purchased from: NEUHAUS & CO., LTD.

This exemption is in accordance with Comptroller of Public Accounts Ruling 076 Agriculture, Animal Life, Feed, Seed, Plants and Fertilizer.

I understand that I will be liable for payment of the Limited Sales and Use Tax if I use the items in some manner other than in compliance with Ruling .016. Liability for the tax shall be based on the price paid for the taxable items.

It is a misdemeanor to give an exemption certificate to the seller for taxable items which I know at the time of purchase will be used in a manner other than that expressed in this certificate, and upon conviction I understand that I may be fined up to \$500 per offense.

SALESMAN

Purchaser

WHITE - SALESMEN

YELLOW - OFFICE

PINK - WAREHOUSE

AMERICAN BUSINESS FORMS • (956) 425-5555

Oscar Garza

From: Oscar Garza [oscar.garza@co.hidalgo.tx.us]
Sent: Tuesday, February 09, 2010 8:48 AM
To: R.D. Machen
Subject: Quote for Uillity Trailers
Attachments: 14pi[1].jpg; 19sv.jpg; 19SV Single Axle Vanguard Trailer.pdf; 14pi.pdf

RD as per our earlier conversation please let this serve as a formal request for a quote on the following utility trailers:

Attached please find pictures and specifications for your quote to be for same kind like or quality or equivalent to.

The precinct foreman wants to purchase the following utility trailers.

For Road and Bridge: 14PI-20 with the standard specs. **Additional options will not be needed.**

For Parks: 19SV 50" X 8' single axle with standard specs and no additional options.

Should you have any questions, please let me know.

Thank you,



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscar.garza@co.hidalgo.tx.us

County of Hidalgo, Texas
OBJECT CODE DESCRIPTIONS
Effective: April 1, 2009

747. Software

Expenditures for the purchase or contractual development of computer software with a unit cost of \$1,000 or more. Software purchased as part of an existing hardware system that cannot be readily assigned a separate cost should be capitalized as part of the computer equipment in accordance with computer equipment capitalization criteria. **NOTE:** Expenditures for software with a unit cost of less than \$300 should be charged to object code 601. Expenditures for software with a unit cost of \$300.00 to \$999.99 should be charged to object code 667. Expenditures for annual software license renewals that do not include support services should be charged to object code 812.

748. Other equipment

Other equipment not classified above with a unit cost of \$1,000 or more. Examples include lawnmowers, two-way radios, televisions, cameras, firearms, emergency light bars, tanks, refrigerators, shredders, utility trailers, bulletproof vests, surveillance equipment, and radio antennas. **NOTE:** Expenditures for other equipment with a unit cost of less than \$300 should be charged to object code 619. Expenditures for other equipment with a unit cost of \$300.00 to \$999.99 should be charged to object code 664.

Leases

780. Capital leases

Expenditures for noncancelable lease agreements and cancelable lease agreements only upon occurrences of a remote contingency that effectively transfers all of the benefits and risks of property ownership from the lessor to the lessee. Capital leases are essentially sale-purchase transactions by the lessee if any of the following four criteria is met:

1. The lease transfers title of the property to the lessee by the end of the lease term, or
2. The lease contains a "bargain purchase option", or
 - a. The lessee can purchase the leased property for a price that is significantly lower than the property's expected fair value at the date the option becomes exercisable.
 - b. Difference must be large enough to make exercise of the option reasonably assured.
3. The lease term is equal to or greater than 75% of the estimated remaining useful economic life of the leased property at the inception of the lease (e.g., lease term six years, estimated life eight years), or
Note: Economic life test is not applicable if the inception of the lease occurs during the last 25 percent of the life of the asset,
4. The present value of rental and other minimum lease payments equals or exceeds 90% of the fair market value of the leased property at the inception of the lease, net of any related investment tax credit (e.g., future minimum lease payments \$9,000, fair value \$10,000)

VIII. OTHER OBJECTS

810. Dues and memberships

Expenditures for dues and memberships in professional or other organizations or associations.

811. Licenses and permits

Expenditures for official or legal licensing and permission.

812. Software license renewals

Expenditures for annual software license renewals that do not include support services. Expenditures for annual renewals of software maintenance and support agreements should be charged to object code 336.

820. Claims and judgments not covered by insurance

Expenditures for claims and judgments that are either not filed against an insurance policy or not covered by insurance.

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Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Alamo Sales Corp.
Address: 1502 East Walnut St.
Sequin, TX 78155
Phone: (830) 372-9517
Contact: Jamie Wilson
Email: jwilson@alamo-industrial.com

Federal ID: 74-2494182

Accepts RFQs: Yes

Contract: Grounds Maint. Eq. & Irrigation Products & Installation #292-08

Effective Date: 6/1/2008

Expiration Date: 5/31/2011

Payment Terms: Net 30 days

Delivery Days: 190

Shipping Terms: Free Shipping

Freight Terms: FOB Destination

Ship Via: Common Carrier

Quote Reference Number:

292-08

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: None

Return Policy: 15% restocking fee on wrong customer orders.

Additional Dealers: Alamo Ag-Con Equipment, Crockett Iron Works, Equipment Depot,
Ewald Tractor, Fuller Tractor, Future Equipment, H&V Equipment,
Landmark Equipment, Lansdowne-Moody Co.,

[\[Log Out \]](#)

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Oscar Garza

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Monday, February 08, 2010 2:14 PM
To: 'jwilson@alamo-industrial.com'
Subject: Quote for Utility Trailers

Let this serve as a formal request for information and a possible quote on utility trailers. Do you handle utility trailers for landscaping or like it.

Please advise...Thank you!



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Mailing Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Oscar Garza

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Monday, February 08, 2010 11:55 AM
To: 'roycaraveo@yahoo.com'
Subject: FW: Quotes for Pct. #2 (Utility Trailers)

Please provide me quotes



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Mailing Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Monday, February 08, 2010 10:42 AM
To: 'collinstewart2008@yahoo.com'
Cc: 'Agapito Vargas'; 'Humberto Garza'; 'Martha Salazar'; 'Darlene Betancourt'
Subject: Quotes for Pct. #2 (Utility Trailers)

Please let this serve as a **FORMAL REQUEST** to provide us with the following quotes as requested by Pct. #2,

Good Afternoon Oscar, The precinct foreman wants to purchase the following utility trailers.

For Road and Bridge: 14PI-20 with the standard specs. **Additional options will not be needed.**

Question:

The axles include Electric Brakes, are these brakes initiated from within the truck cab or do they function with the brake lights?

For Parks: 19SV 50" X 8' single axle with standard specs and no additional options.

Please advice me on the cost of the two pieces of equipment. Once the precinct gets the quotes we will proceed to start the requisitions.

Thanks,
AVargas



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Mailing Address
2812 So. Bus 281 & Corner of Canton Rd.

Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscar.garza@co.hidalgo.tx.us

BID LOG DATA ENTRY FORM

Bid No.

2010083

Buyer

OGG

Project Type

QUOTES

BID PROCESS STATUS

OPEN

Bid Description

Purchase of (2) New Utility Trailers (1) 83"x20' and (1) 5'x8'

10:52:28.93 AM

Department

HIDALGO COUNTY, PRECINCT 2

No. Assigned Date: 2/17/2010

Ad Date1

Ad Date2

Ad Date3

Pre Project Conf.

Bid Opening Date

CC Action Date

Type of CC Action

Awarded Vendor 1

Current Project Status

PENDING APPROVAL

DATE OF LAST UPDATE: 2/17/2010

AI-20128

2.T.

Pct #3 Transfer

CC CONSENT

Date: 03/02/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1213-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
890 - -> 619 = \$ 5,000.00
601 - -> 619 = \$20,000.00

Available funds as of 2/26/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 11:47 AM	APRV
2	Norma Silva	Norma Silva	02/26/2010 02:18 PM	APRV
3	Perla Lopez	Perla Lopez	02/26/2010 03:22 PM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Norma Ceballos
Started On: 02/25/2010 11:25 AM
Final Approval Date: 02/26/2010

AI-20134

2.U.

**Precinct #3 Sanitation (1100) LIT
CC CONSENT**

Date: 03/02/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
421 - -> 334 = \$48,111.78
421 - -> 431 = \$ 4,826.80
421 - -> 673 = \$20,000.00

Available fund balance as of 2/25/10 is \$95,111.00.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	02/25/2010 03:28 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:23 PM	APRV
3	Norma Silva	Norma Silva	02/26/2010 02:46 PM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Perla Lopez Started On: 02/25/2010 02:22 PM
Final Approval Date: 02/26/2010

AI-20140

2.V.

WIC

CC CONSENT

Date: 03/02/2010
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010-WIC Admin(1292)

BACKGROUND

L/T

Fiscal Impact

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

BUDGETARY IMPACT:

211-->601 - \$ 10,000.00; Funding available as of 2/26/10.
260-->604 - \$ 18,000.00; Funding available as of 2/26/10.
211-->603 - \$ 20,000.00; Funding available as of 2/26/10.
260-->432 - \$ 1,817.22; Funding available as of 2/26/10.

Attachments

Link: Revised LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 09:34 AM	APRV
2	Norma Silva	Norma Silva	02/26/2010 04:01 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 02/26/2010 09:16 AM
Final Approval Date: 02/26/2010

DATE: February 16, 2010
WIC DIRECTOR: NORMA LONGORIA
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER: 0.1292.441.00.350.001.0.-WIC
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT	
0.1292.441.00.350.001.0	211	Health Insurance	0.1292.441.00.350.001.0	601 Office Supplies	10,000.00	
0.1292.441.00.350.001.0	260	Workers Comp	0.1292.441.00.350.001.0	604 Medical Supplies	18,000.00	
0.1292.441.00.350.001.0	211	Health Insurance	0.1292.441.00.350.001.0	603 Education & Suppleis	20,000.00	
0.1292.441.00.350.001.0	260	Workers Comp	0.1292.441.00.350.001.0	432 Equip. & Vechicle repairs	1,254.00	
Total:					49,254.00	

Reason: To Encumber cost for P.O. 's

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-20092

2.W.

Pct. #4 R&B (1204)

CC CONSENT

Date: 03/02/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 2/24/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/24/2010 10:46 AM	APRV
2	JC Carreon	JC Carreon	02/24/2010 03:45 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:37 AM	APRV

Form Started By: Jr. Munoz
Started On: 02/24/2010 10:08 AM
Final Approval Date: 02/25/2010

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	532	Wireless Devices	5,000.00
				-
TOTAL				5,000.00

REASON: To cover expected expenses.

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-20054

3.A.

**2009 interdept transfer for various G/F and Special Revenue funds for
Capital Lease expenditures
CC CONSENT**

Date: 03/02/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Auditor's Office
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers
Sub-category: Budget Appropriations

Information

CAPTION

General Fund & Special Revenue Funds:
Approval of 2009 interdepartmental transfer from various departments to Capital Leases-Other Debt Principal & Other Debt Interest in the total amount of \$101,760.56 to fund capital lease expenditures.

BACKGROUND

Interdept transfer was submitted by Auditor's office, attached.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** General Fund & Special Revenue funds
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2009 interdeparmental transfer from various departments to Capital Leases-Other Debt Principal & Other Debt Interest in the total amount of \$101,760.56 to fund capital lease expenditures.

Attachments

Link: 2009 interdept transfer for capital lease expenditures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/23/2010 03:19 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 04:07 PM	APRV
3	Erika Zamora	Erika Zamora	02/26/2010 10:13 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Ivan Cantu Started On: 02/22/2010 09:25 AM

Final Approval Date: 02/26/2010

DATE: FEBRUARY 19, 2010

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 9-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with
Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in
accordance with Local Government Code, Chapter 111, Subchapter C.

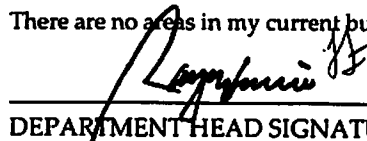
	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1.	9-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES -PO#631471 '09 LEASE	(1,598.66)
1.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,425.11
1.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	173.55
2.	9-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES - PO#625928 '09 LEASE	(559.16)
2.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	505.23
2.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	53.93
3.	9-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES - PO#618742 '09 LEASE	(3,831.85)
3.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	3,288.36
3.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	543.49
4.	9-1100-466-00-122-082-0-780	PCT2 CRC (S.TOWER)-CAPITAL LEASES-PO#618159 '09 LEASE	(1,118.96)
4.	9-1201-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	992.09
4.	9-1201-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	126.87
5.	9-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES-PO#630544 '09 LEASE	(3,340.00)
5.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,851.24
5.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	488.76
6.	9-1100-419-40-220-001-0-780	FACILITIES MGMT-CAPITAL LEASES-PO#625909 '09 LEASE	(979.26)
6.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	862.37
6.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	116.89
7.	9-1100-444-00-240-001-0-780	HUMAN SERVICES-CAPITAL LEASES-PO#616113 '09 LEASE	(4,674.90)
7.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	4,258.54
7.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	416.36
8.	9-1200-431-00-260-001-0-780	R-O-W DEPT-CAPITAL LEASES - PO#619963 '09 LEASE	(6,202.32)
8.	9-1200-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	5,499.10
8.	9-1200-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	703.22
9.	9-1100-421-00-294-001-0-780	CONSTABLE PCT.4-CAPITAL LEASES- PO#924736 '09 LEASE	(583.20)
9.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	531.97
9.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	51.23
10.	9-1100-422-10-300-001-0-780	EMERG SRVS-FM-CAPITAL LEASES - PO#619422 '09 LEASE	(2,049.28)
10.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,816.93
10.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	232.35

11.	9-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES - PO#616672 '09 LEASE	(9,369.14)
11.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	8,615.93
11.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	753.21
12.	9-1100-412-00-003-001-0-780	139TH DC-CAPITAL LEASES - PO#6615397&604866 '08 LEASE	(1,839.12)
12.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,647.41
12.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	191.71
13.	9-1100-412-00-006-001-0-780	332ND DC-CAPITAL LEASES - PO#608490&618053 '08LEASE	(2,683.66)
13.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,268.05
13.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	415.61
14.	9-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE - PO#607797 '08 LEASE	(2,715.60)
14.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,373.35
14.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	342.25
15.	9-1247-412-50-100-001-0-780	LAW LIBRARY-CAPITAL LEASES - PO#615723 '08 LEASE	(2,052.00)
15.	9-1247-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,755.92
15.	9-1247-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	296.08
16.	9-1201-431-00-121-004-0-780	PCT.1 RD ADM-CAPITAL LEASES - PO#615022 '08 LEASE	(4,325.88)
16.	9-1201-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	3,842.85
16.	9-1201-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	483.03
17.	9-1204-431-00-124-005-0-780	PCT.4 RD ADM-CAPITAL LEASES - PO#615818 '08 LEASE	(2,589.96)
17.	9-1204-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,197.90
17.	9-1204-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT PRINCIPAL	392.06
18.	9-1204-431-00-124-005-0-780	PCT.4 RD ADM-CAPITAL LEASES - PO#615819 '08 LEASE	(1,525.32)
18.	9-1204-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,294.42
18.	9-1204-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	230.90
19.	9-1204-431-00-124-005-0-780	PCT.4 RD ADM-CAPITAL LEASES - PO#615820 '08 LEASE	(1,325.61)
19.	9-1204-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,122.59
19.	9-1204-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	203.02
20.	9-1204-431-00-124-007-0-780	PCT.4 P/U RD-CAPITAL LEASES - PO#606940&626361 '08 LEASE	(241.02)
20.	9-1204-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	198.65
20.	9-1204-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	42.37
21.	9-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES - PO#618051 '08 LEASE	(2,510.76)
21.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,187.04
21.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	323.72
22.	9-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASES - PO#618072 '08 LEASE	(3,199.20)
22.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,786.71
22.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	412.49
23.	9-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES - PO#616331&628665 '08 LEASE	(1,705.32)
23.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,521.10
23.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	184.22
23.	9-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS-PO#628665 '08 LEASE	(1,705.32)
23.	9-1295-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,483.62
23.	9-1295-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	221.70

24.	9-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES - PO#616459 '08 LEASE	(5,281.20)
24.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	4,615.61
24.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	665.59
25.	9-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES - PO#616460 '08 LEASE	(5,170.20)
25.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	4,518.60
25.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	651.60
25.	9-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS-PO#615459 '08	(1,989.54)
25.	9-1295-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,778.32
25.	9-1295-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	211.22
25.	9-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES - PO#615459 '08 LEASE	(852.66)
25.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	743.34
25.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	109.32
26.	9-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES - PO#615459 '08 LEASE	(284.22)
26.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	249.85
26.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	34.37
27.	9-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES - PO#616438 '08 LEASE	(2,927.34)
27.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	2,758.38
27.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	168.96
28.	9-1292-441-00-350-001-0-780	WIC ADM-CAPITAL LEASES - PO#630560&618547 '08 LEASE	(1,215.00)
28.	9-1292-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,108.79
28.	9-1292-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	106.21
28.	9-1292-441-00-350-001-9-780	WIC ADM-CAPITAL LEASES - PO#630560&618547 '08 LEASE	(3,645.00)
28.	9-1292-471-00-000-000-9-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	3,244.59
28.	9-1292-471-00-000-000-9-864	CAPITAL LEASES-OTHER DEBT INTEREST	400.41
29.	9-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEH RENTALS-PO609055&621608 '07 LEASE	(1,530.10)
29.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,244.73
29.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	285.37
30.	9-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEH RENTALS-PO609056&618071 '07 LEASE	(1,832.05)
30.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	1,576.22
30.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	255.83
31.	9-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS '07 LEASE	(3,783.60)
31.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	3,286.67
31.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	496.93
32.	9-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS '07 LEASE	(10,524.15)
32.	9-1100-471-00-000-000-0-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	9,410.20
32.	9-1100-471-00-000-000-0-864	CAPITAL LEASES-OTHER DEBT INTEREST	1,113.95
TOTAL BUDGET INCREASE REQUEST			\$ -

1. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#631471
2. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#625928
3. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#618742
4. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#618159
5. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#630544
6. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#625909
7. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#616113
8. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#619963
9. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#624736
10. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#619422
11. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#616672
12. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#6615397&604866
13. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#608490&618053
14. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#607797
15. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615723
16. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615022
17. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615818
18. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615819
19. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615820
20. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#606940&626361
21. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#618051
22. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#618072
23. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#616331&628665
24. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#616459
25. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#616460
26. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615459
27. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#616438
28. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#630560&618547
29. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#609055&621608
30. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#609056&618071
31. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#605735&617896
32. TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASE-PO#615372

There are no areas in my current budget to reduce in order to fund the above mentioned item's).


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20157

4.A.

transfer for rent & electricity

CC CONSENT

Date: 03/02/2010
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: 430th District Court
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

430th District Court (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Admin. to 430th District Court
in the amount of \$ 30,000.00.

BACKGROUND

Pending funding, Refer to AI-20160

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-00-X1X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
pending funding, please refer to AI-20160 (C.C. 03/02/2010)

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:41 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/26/2010 05:01 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Anna Galvan
Started On: 02/26/2010 04:02 PM
Final Approval Date: 02/26/2010

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: February 26, 2010

2010

DEPARTMENT HEAD: Raul Silguero, Jr.

Transfer

DEPARTMENT NAME: Dept. of Budget & Management for 430th District Court

SUBJECT: Interdepartmental Transfer



Contact: Ana B. Galvan
Phone #: (956) 292-7025

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	County Wide Administration - Contingency	30,000.00
TO:		
0-1100-412-00-010-001-0-441	430th DC - Land & Bldg. Rentals	24,840.00
0-1100-412-00-010-001-0-622	430th DC - Electricity	5,160.00
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: Transfer needed in the object codes listed above to meet rent and electricity expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20165

4.B.

2010 Interdepartmental transfer for Co. Judges Office

CC CONSENT

Date: 03/02/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Judge (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to Co. Judge in the amount of \$2,700.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-00-11X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding pending AI# 20160 CC 03-2-10.

Attachments

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 04:41 PM	APRV
2	Roland Garcia	Rolando Garcia	02/26/2010 05:08 PM	APRV
3	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Erika Zamora
Started On: 02/26/2010 04:36 PM
Final Approval Date: 02/26/2010

DATE: February 26, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010

Transfer



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

ACCOUNT NUMBER: 0-1100-41X-00-11X-00X-0-XXX

AI-20165

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				
0-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(2,700.00)
TO				
0-1100-413-00-110-006-0-	743	CO JUDGE	OFFICE FURN & EQUIPMENT	2,700.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund office furniture.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-20137

4.C.

Interdepartmental transfer - County Court At Law No. 1

CC CONSENT

Date: 03/02/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

County Court At Law #1 (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to County Court At Law #1 in the amount of \$2,326.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 02/25/10.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/25/2010 04:15 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/26/2010 08:18 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Sylvia Solis Started On: 02/25/2010 03:44 PM
Final Approval Date: 02/26/2010

DATE: February 25, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
County Court At Law #1

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

CONTACT PERSON: Sylvia V. Solis

PHONE: (956) 292-7025 Ext. 5423

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				
0-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(2,326.00)
TO				
0-1100-412-00-021-001-0-	121	COUNTY COURT AT LAW #1 -	TEMP F/T EMPLOYEES	2,128.00
0-1100-412-00-021-001-0-	220	COUNTY COURT AT LAW #1 -	FICA	163.00
0-1100-412-00-021-001-0-	250	COUNTY COURT AT LAW #1 -	UNEMPLOYMENT COMP	35.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to fund the salary increase for one (1) temporary Court Clerk position, slot no. T006, approved by CC on 02/23/10.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-20127

4.D.

Pct. 1-Interdept transfer from P/U Rd. to Chapa North & Sounth S/D (1201)

CC CONSENT

Date: 03/02/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. 1 R & B (1201)

Approval of 2010 interdepartmental transfer from P/U Rd, program #005, to Chapa North, program #148, and Chapa South, program #149 in the total amount of \$542.40 to fund road construction/improvement expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-XXX-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

from program #005 to program #'s 148 & 149 for \$271.20 each, respectively for a total of \$542.40 to fund R & B portion of road expenditures for BCAP projects.

Funds pending line item transfer for program #005 P/U Rd. refer to AI #20113, CC 3-2-10, consent agenda.

Attachments

Link: Pct. 1 R & B interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 11:46 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/25/2010 01:55 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 05:35 PM	APRV

Form Started By: Marcie Jackson
Started On: 02/25/2010 11:09 AM
Final Approval Date: 02/25/2010

DATE: February 25, 2010

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Road & Bridge-Precinct 1 (1201)

ACCOUNT NUMBER: 0-1201-431-00-121-XXX-X-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

2010 Transfer



AI-20127

2/02/10

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

[illegible]

AI-20059

4.E.

**Inter-Departmental Transfer for LJ Drainage Project
CC CONSENT**

Date: 03/02/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2009, from Precinct 2 Drainage Improvement Project (program 034) into L J Drainage, (program 038) for ROW in the amount of \$80,000.00

BACKGROUND

Paymemo from ROW Department

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available in the amount of \$359,368.52 as of 02/25/2010.
0-1339-431-00-122-034-0-742----->0-1339-431-00-122-038-0-711; \$80,000.00

Attachments

Link: [Parcel #5 LJ Drainage](#)
Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 09:10 AM	APRV
2	Roland Garcia	Rolando Garcia	02/25/2010 04:13 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 05:34 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 02/22/2010 11:13 AM
Final Approval Date: 02/25/2010



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY-MEMO

Jose N. Peña
Director

To: Hidalgo County Precinct II
Attn: Yolanda Cisneros

From: Lupe Rodriguez, ROW Agent
Hidalgo County Right of Way Department

Date: February 5, 2010

Re: L J Drainage Project
Parcel # 5- A (Juan Carrizales)

Ms. Yolanda Cisneros,

Attached please find a copy of the unrecorded deed with signed and sealed survey metes & bounds, appraisal, a 1099S form signed by Juan Carrizales, and the settlement statement on the above-mentioned parcel. We are requesting a check in the amount of \$ 52,981.59 paid to Valley Land & Title Co. for the portion of right of way being acquired, closing costs and Title Policy from account number 618899. The Original deed will be held by the title company and recorded as soon as payment to the Title Company is processed.

****PLEASE HAVE YOUR OFFICE HOLD THE CHECK****

Should you have any questions, please contact our office at 956-283-8134.

Approved


Commissioner Hector "Tito" Palacios


Jose N. Pena – HCROW, Director

INVOICE RECEIVED BY:

Esmeralda Molina ON 2-8-10

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 2-8-10


0-1339-431-00-122-038-0-711

ATTEST COUNTY CLERK



2010

Transfer

AI-20086

4.F.

TXDot Interdepartmental Transfer (1315)

CC CONSENT

Date: 03/02/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

TxDot (1315):

Approval of 2010 interdepartmental transfer from TxDot - Business 83 Phase 1 Outfall Channel to TxDot - ROW Bus 83 Phase 2 in the amount of \$3,289.95 to fund the completion of the acquisition/utility relocation process of the Business 83 (Showers Road to FM 1427) project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-50-123-033-0-711
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 2/23/10 is \$46,250.21.

Attachments

Link: [Interdepartmental](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	02/25/2010 08:58 AM	APRV
2	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/25/2010 10:06 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 12:18 PM	APRV
5	Joy Hsu	Joy Hsu	02/25/2010 02:20 PM	APRV
6	Auditor's Office	Linda Fong	02/25/2010 05:34 PM	APRV

Form Started By: Perla Lopez
Started On: 02/23/2010 04:40 PM
Final Approval Date: 02/25/2010

DATE: March 2, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for TxDot (1315)

ACCOUNT NUMBER: 0-1315-431-X0-XXX-0XX-0-XX1

Honorable Commissioners' Court of Hidalgo County:

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 the completion of the acquisition/utility relocation process of the Business 83 (Showers to FM 1427) project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-20098

5.A.

**Planning Department
CC CONSENT**

Date: 03/02/2010
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Segin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

Final Approval of Subdivision Plat:

1. Amended Eyhorn Landfill No. 1 Subdivision – Pct. 3 (County of Hidalgo)
2. Amended Eyhorn Landfill No. 2 Subdivision – Pct. 3 (County of Hidalgo)

BACKGROUND

Fiscal Impact

Attachments

Link: [Amended Eyhorn Landfill 1](#)

Link: [Amended Eyhorn Landfill 1;Plat](#)

Link: [Amended Eyhorn Landfill 2](#)

Link: [Amended Eyhorn Landfill 2;Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Olga Garza	Olga Garza	02/25/2010 10:58 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 12:14 PM	APRV

Form Started By: Nora Cavazos
Started On: 02/24/2010 02:12 PM

Final Approval Date: 02/25/2010



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesar, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesar, P.E., Planning Administrator

DATE: February 24, 2010

RE: **Amended Eyhorn Landfill No. 1 – Pct. 3**
Final Approval

Amended Eyhorn Landfill No. 1 is eight (8) commercial lot subdivision located Northwest of Mile 14 North Road and Jara Chinas Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 03, 2006. The proposed subdivision lies within Zone "A & C" as per FEMA's FIRM.

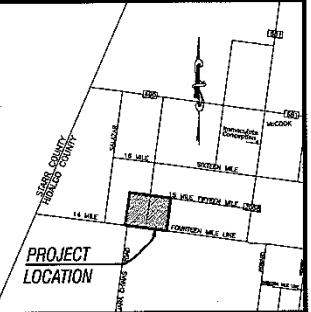
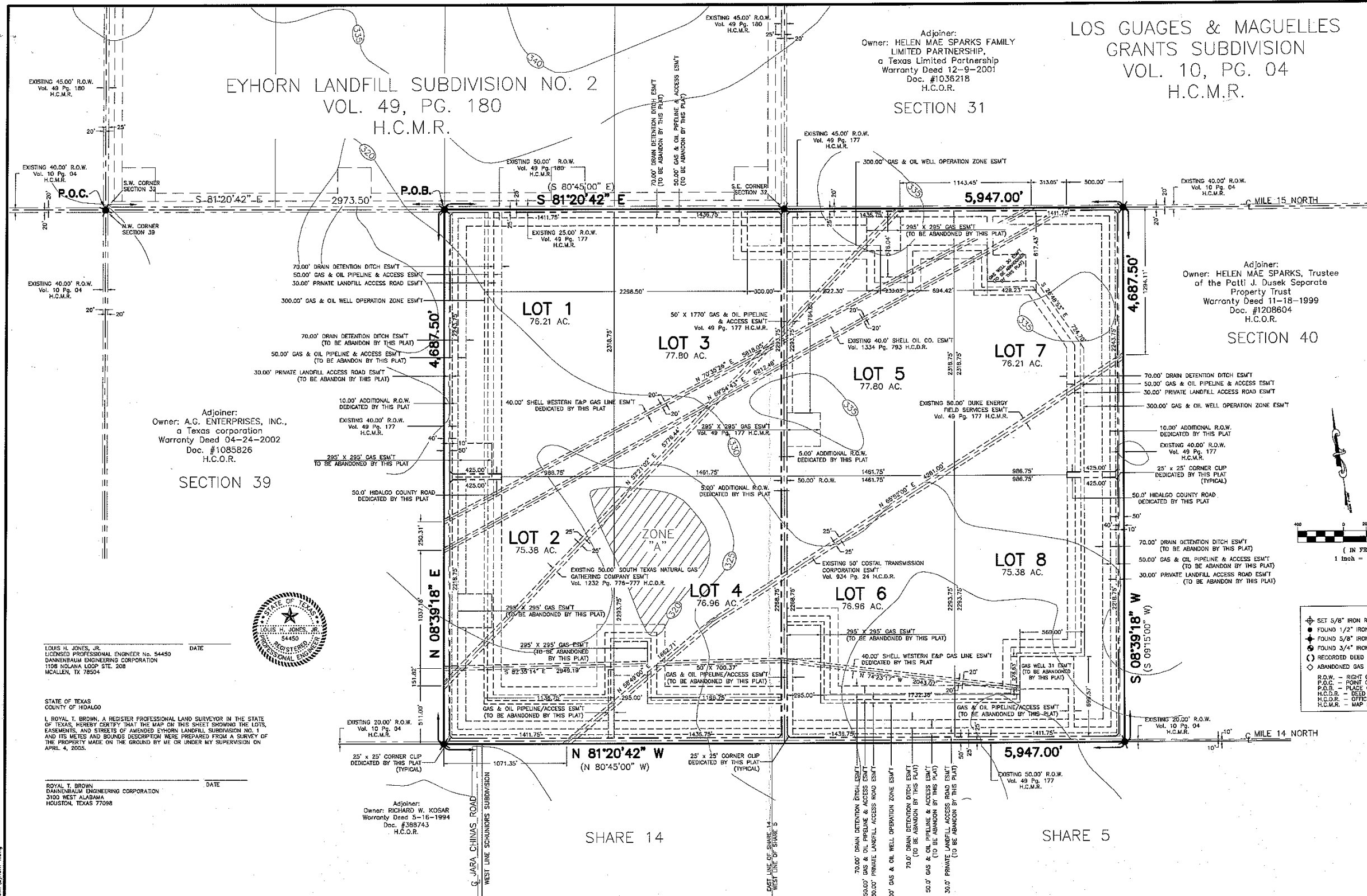
The proposed subdivision plat will dedicate twenty five (25) feet on Mile 15 Road and ten (10) feet on Mile 14 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil analysis were conducted by Jacinto Garza and approved by the Environmental Health Department.

Water Services will be provided by a private water well.

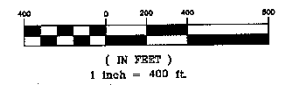
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 23, 2010**.



LOCATION MAP
PREPARED BY: DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP, STE. 208
MCALLEN, TX 78504
OWNER: HIDALGO COUNTY, TEXAS
100 E. CANO, 2ND FLOOR
EDINBURG, TEXAS 78539
DATE PREPARED: 10-17-2005
DATE SURVEYED: 4-21-2005
SUBDIVISION PLAT OF AMENDED EYHORN LANDFILL SUBDIVISION NO. 1
Being a 640 acre tract of land comprised of 320 acres being out of the East one-half of Section Thirty Nine (39), and 320 acres being out of the West one-half of Section Forty (40), out of Los Guages and Los Maguelles Grant Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 10, Page 04, Map Records, Hidalgo County, Texas, and being all of and the same as that certain called Tract II (Lots 1-8), as conveyed to HIDALGO COUNTY TEXAS, in Warranty Deed dated September 8, 2008, as recorded in Document Number 1983119, Official Records, Hidalgo County, Texas.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
AMENDED EYHORN LANDFILL SUBDIVISION NO. 1 IS LOCATED WITHIN HIDALGO COUNTY, TEXAS, ON THE NORTH SIDE OF MILE 14 NORTH-MILE ROAD, APPROXIMATELY 2 MILES WEST FROM THE INTERSECTION OF MILE 14 NORTH ROAD AND F.M. 2058 NEARBY MUNICIPALITY IS THE CITY OF LA JOYA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF LA JOYA (POPULATION 4,354) **AMENDED EYHORN LANDFILL SUBDIVISION NO. 1** LIES APPROXIMATELY ELEVEN MILES FROM THE CITY LIMITS, AND IT IS OUTSIDE THE 5 MILE ETJ AS PER LOCAL GOVERNMENT CODE 212.001



- LEGEND**
- SET 5/8" IRON ROD w/O.E.C. PLASTIC CAP
 - FOUND 1/2" IRON ROD
 - FOUND 5/8" IRON ROD
 - FOUND 3/4" IRON ROD
 - RECORDED DEED BEARING
 - ABANDONED GAS WELL
 - R.O.W. = RIGHT OF WAY
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = PLACE OF BEGINNING
 - H.C.D.R. = DEED RECORDS OF HIDALGO COUNTY
 - H.C.O.R. = OFFICIAL RECORDS OF HIDALGO COUNTY
 - H.C.M.R. = MAP RECORDS OF HIDALGO COUNTY

INDEX TO SHEET OF AMENDED EYHORN LANDFILL SUBDIVISION NO. 1	
SHEET 1	HEADING, INDEX, LOCATION MAP AND E.T.J.; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT DRAWING, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED;
SHEET 2	HEADING, INDEX, LOCATION MAP AND E.T.J.; PRINCIPAL CONTACTS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.R. CERTIFICATION;
SHEET 3	TOPOGRAPHY MAP AND DRAINAGE; DETAILS; DRAINAGE REPORT; LOCATION MAP AND ENGINEER'S ACKNOWLEDGMENT

PRINCIPAL CONTACTS:		NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:		HIDALGO COUNTY, TEXAS	100 E. CANO, 2ND FLOOR	EDINBURG, TEXAS 78539	(956) 318-2100	(956) 318-2105
ENGINEER:		LOUIS H. JONES, JR.	1109 NOLANA LOOP, STE. 208	MCALLEN, TEXAS 78504	(956) 682-8677	(956) 682-8677
SURVEYOR:		R.T. BROWN	3100 WEST ALABAMA	HOUSTON, TEXAS 77058	(713) 825-2570	(713) 827-5336

DANNENBAUM
ENGINEERING CORPORATION
1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956) 682-8677



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sese, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sese, P.E., Planning Administrator

DATE: February 24, 2010

RE: **Amended Eyhorn Landfill No. 2 – Pct. 3**
Final Approval

Amended Eyhorn Landfill No. 2 is eight (8) commercial lot subdivision located along the Northeast corner of Salazar Road and Mile 15 North Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 03, 2006. The proposed subdivision lies within Zone "A & C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty five (25) feet on Mile 15 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil analysis were conducted by Jacinto Garza and approved by the Environmental Health Department.

Water Services will be provided by a private water well.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 23, 2010**.

LOS GUAGES & MAGUELLES
GRANTS SUBDIVISION
VOL. 10, PG. 04
H.C.M.R.

SECTION 28

ADJOINER:
OWNER: STARR FEED YARDS, INC.
WARRANTY DEED
VOL. 1837, PG. 252 5-3-1983
H.C.D.R.
(TRACT 3)

SECTION 33

STATE OF TEXAS
COUNTY OF HIDALGO

I, LOUIS H. JONES, JR., a LICENSED PROFESSIONAL
ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT
PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS
PLAN.

LOUIS H. JONES, JR.
LICENSED PROFESSIONAL ENGINEER NO. 54450
DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP, STE. 208
MCALLEN, TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROYAL T. BROWN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE
OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS,
EASEMENTS, AND STREETS OF AMENDED EYHORN LANDFILL SUBDIVISION NO. 2 AND ITS METES AND
BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE
ON THE GROUND BY ME OR UNDER MY SUPERVISION ON APRIL 4, 2005.

ROYAL T. BROWN
DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA
HOUSTON, TEXAS 77098



INDEX TO SHEET OF AMENDED EYHORN LANDFILL SUBDIVISION NO. 2	
SHEET 1	HEADING, INDEX, LOCATION MAP AND ETC.; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAN DRAWING; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED;
SHEET 2	HEADING, INDEX, LOCATION MAP AND ETC.; PRINCIPAL CONTACTS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAN NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.R. CERTIFICATION.
SHEET 3	TOPOGRAPHY MAP AND DRAINAGE DETAILS; DRAINAGE REPORT; LOCATION MAP AND ENGINEER'S ACKNOWLEDGMENT

ADJOINER:
OWNER: A.G. ENTERPRISES, INC.,
A TEXAS CORPORATION
WARRANTY DEED 04-24-2002
DOC. #1085825
H.C.O.R.

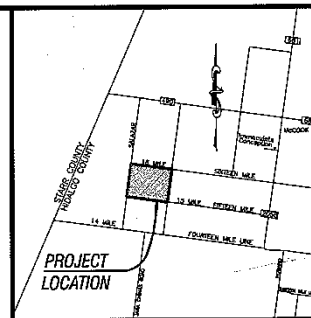
ADJOINER:
OWNER: HELEN MAE SPARKS FAMILY
LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP
WARRANTY DEED 12-9-2001
DOC. #1036218
H.C.O.R.

ADJOINER:
OWNER: EUGENE HOUTS
WARRANTY DEED
VOL. 882, PG. 119-120 2-2-1957
H.C.D.R.

EYHORN LANDFILL SUBDIVISION NO. 1
VOL. 49, PG. 177
H.C.M.R.

SECTION 30

ADJOINER:
OWNER: OTTO E.R. &
LAURA LEE WAGNER



LOCATION MAP

PREPARED BY: DANNENBAUM ENGINEERING
CORPORATION
1109 NOLANA LOOP, STE.
208 MCALLEN, TX 78504
OWNER: HIDALGO COUNTY, TEXAS
100 E. CANO, 2ND FLOOR
EDINBURG, TEXAS 78539

DATE PREPARED: 10-17-2005
DATE SURVEYED: 4-21-2005

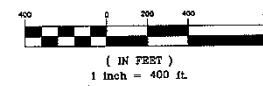
SUBDIVISION PLAT
OF
AMENDED EYHORN LANDFILL
SUBDIVISION NO. 2

Being a 640 acre tract of land being all out of Section Thirty,
Two (32), out of Los Guages and Los Maguelles Grant
Subdivision, Hidalgo County, Texas, according to the map or
plot thereof recorded in Volume 10, Page 04, Map Records,
Hidalgo County, Texas; and being all of and the same as
that certain called "Tract 1" (Lots 1-8), as conveyed to
HIDALGO COUNTY TEXAS, in Warranty Deed dated September
8, 2008, as recorded in Document Number 1953119, Official
Records, Hidalgo County, Texas.

PLAT SHEET 1 OF 3

LOCATION OF SUBDIVISION WITH RESPECT TO THE
EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AMENDED EYHORN LANDFILL SUBDIVISION NO. 2 IS LOCATED
WITHIN HIDALGO COUNTY P.C. No. 3 ON THE NORTH SIDE OF
MILE 14 NORTH MILE ROAD, APPROXIMATELY 2 MILES WEST
FROM THE INTERSECTION OF MILE 14 NORTH ROAD AND F.M.
2058 NEARBY MUNICIPALITY IS THE CITY OF LA JOYA.
ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE
SECRETARY OF THE CITY OF LA JOYA (POPULATION 4,354)
AMENDED EYHORN LANDFILL SUBDIVISION NO. 2 LIES
APPROXIMATELY ELEVEN MILES FROM THE CITY LIMITS, AND IT
IS OUTSIDE THE 5 MILE ETJ AS PER LOCAL GOVERNMENT
CODE 212.001



- LEGEND
- SET 5/8" IRON ROD w/D.E.C. PLASTIC CAP
 - FOUND 1/2" IRON ROD
 - FOUND 5/8" IRON ROD
 - FOUND 3/4" IRON ROD
 - RECORDED DEED BEARING
 - ABANDONED GAS WELL
 - R.O.W. - RIGHT OF WAY
 - P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - PLACE OF BEGINNING
 - H.C.D.R. - DEED RECORDS OF HIDALGO COUNTY
 - H.C.O.R. - OFFICIAL RECORDS OF HIDALGO COUNTY
 - H.C.M.R. - MAP RECORDS OF HIDALGO COUNTY

AI-20099

6.A.

**Pipeline Permit
CC CONSENT**

Date: 03/02/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

JPO Enterprises:

1. Contractor will cross Camino Real Viejo Street to install a 6" water line crossing for a proposed fire hydrant and a 1" water line crossing for a proposed water service for the proposed Lot 1, Shayeen Corner Subdivision. This is located just east of FM 1015.

BACKGROUND

Fiscal Impact

Attachments

Link: [JPO Enterprises](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/25/2010 09:49 AM	APRV
2	Olga Garza	Olga Garza	02/25/2010 11:02 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 12:14 PM	APRV

Form Started By: Sandra Garcia
Started On: 02/24/2010 02:25 PM
Final Approval Date: 02/25/2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 2nd day of March, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

JPO Enterprises hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 6 & 1 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Contractor will cross Camino Real Viejo Street to install a 6" water line crossing for a proposed fire hydrant and a 1" water line crossing for a proposed water service for the proposed Lot 1, Shayeen Corner Subdivision. This is located just east of FM 1015.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-20153
457 PLAN WD
CC CONSENT

7.A.

Date: 03/02/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #126756

BACKGROUND

Fiscal Impact

Attachments

Link: [FORM](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/26/2010 03:19 PM	APRV
2	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Monica Badillo
Started On: 02/26/2010 02:38 PM
Final Approval Date: 02/26/2010

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan

Employee # 126756

Participant Name [Redacted] Hernandez

Address 600 [Redacted] San Juan, P.R.

Social Security No. [Redacted] Daytime Phone No. [Redacted]

SECTION I – Hardship

I understand that this withdrawal will be due to financial hardship and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59 ½ years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- ☐ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- ☒ Purchase (excluding mortgage payments) of my principal residence.
- ☒ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of postsecondary education for me, my spouse, my children, or my dependents.
- ☐ The need to prevent eviction from or mortgage foreclosure on my primary residence.
- ☐ Funeral or burial expenses for my parent, spouse, child or dependent.
- ☐ Repair or casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 10000 Year-to-date deferrals 0

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? yes If so, what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X San Quanta B. Hernandez Date 2/26/2010

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-20082**8.A.****Homebuyer Assistance applicants
CC CONSENT**

Date: 03/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
DANIEL & BRENDY MALDONADO	FY 2005	\$10,000	USDA	LOT 17 BRYAN MANOR ESTATES, ALTON TX

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 04:12 PM	APRV
2	Perla Lopez	Perla Lopez	02/25/2010 08:31 AM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 12:13 PM	APRV

Form Started By: Estella Webber

Started On: 02/23/2010 03:41
PM

Final Approval Date: 02/25/2010

AI-20025**9.A.****MONTHLY COLLECTION REPORTS
CC CONSENT**

Date: 03/02/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information**CAPTION**

Monthly Collection Reports for January 2010.

OFFICE	FEES & COST	MONTH
Law Library	\$ 1,554.25	January 2010
Anzalduas Park	\$ 2,156.00	January 2010
Delta Lake	\$ 628.00	January 2010
Constable Celestino Avila	\$ 1,520.00	January 2010
Constable Gilberto Alaniz	\$ 1,970.00	January 2010
Constable Eddie Guerra	\$ 700.00	January 2010
Chief Deputy Daniel Marichalar	\$ 320.00	January 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required. No fiscal impact.

AttachmentsLink: [Collection Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 12:56 PM	APRV
2	Erika Zamora	Erika Zamora	02/19/2010 04:11 PM	APRV
3	Erika Zamora	Erika Zamora	02/19/2010 04:11 PM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 11:27 AM	APRV
5	Budget & Management	Ivan Cantu	02/25/2010 11:44 AM	APRV
6	Erika Zamora	Erika Zamora	02/26/2010 09:35 AM	APRV
7	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Maria Medina
Started On: 02/19/2010 11:02 AM

Final Approval Date: 02/26/2010

COUNTY *of* HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

February 18, 2010

The Honorable Rene Ramirez
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Ramirez:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

<u>OFFICE</u>	<u>FEES & COST</u>	<u>MONTH</u>
Law Library	\$ 1,554.25	January 2010
Anzalduas Park	\$ 2,156.00	January 2010
Delta Lake	\$ 628.00	January 2010
Constable Celestino Avila	\$ 1,520.00	January 2010
Constable Gilberto Alaniz	\$ 1,970.00	January 2010
Constable Eddie Guerra	\$ 700.00	January 2010
Chief Deputy Daniel Marichalar	\$ 320.00	January 2010

Thank you for your consideration in this matter.

Sincerely,


Ray Hufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

**HIDALGO COUNTY LAW LIBRARY
MONTHLY FEES REPORT
FOR THE MONTH ENDED January 31, 2010**

RECEIVED

FEB 3 2010

PART I: SUMMARY OF MONTHLY COLLECTIONS

HIDALGO COUNTY AUDITOR'S OFFICE									
A	B	C		D	E	F	G		
	Receipt Date	Law Library Receipt #		Total Collected	COUNTY TREASURER			OVER/ (SHORT)	
		Sequence			Receipt Amount	Receipt No.	Receipt Date		
		BEG #	END #						
1	1-Jan-10	0	0	\$ -					-
2	2-Jan-10	0	0	\$ -					-
3	3-Jan-10	0	0	\$ -					-
4	4-Jan-10	44281	44288	\$ 31.75	31.75	134484	01/06/10		-
5	5-Jan-10	44289	44311	\$ 200.25	200.25	134487	01/06/10		-
6	6-Jan-10	44312	44320	\$ 50.75	50.75	134526	01/08/10		-
7	7-Jan-10	44321	44327	\$ 39.50	39.50	134575	01/11/10		-
8	8-Jan-10	44328	44336	\$ 53.50	53.50	134578	01/11/10		-
9	9-Jan-10	0	0	\$ -					-
10	10-Jan-10	0	0	\$ -					-
11	11-Jan-10	44337	44349	\$ 114.25	114.25	134630	01/13/10		-
12	12-Jan-10	44350	44359	\$ 84.75	84.75	134631	01/13/10		-
13	13-Jan-10	44360	44368	\$ 89.75	89.75	134698	01/15/10		-
14	14-Jan-10	44369	44380	\$ 45.25	45.25	134699	01/15/10		-
15	15-Jan-10	44381	44393	\$ 75.25	75.25	134737	01/19/10		-
16	16-Jan-10	0	0	\$ -					-
17	17-Jan-10	0	0	\$ -					-
18	18-Jan-10	0	0	\$ -					-
19	19-Jan-10	44394	44400	\$ 47.25	47.25	134867	01/22/10		-
20	20-Jan-10	44401	44412	\$ 58.50	58.50	134869	01/22/10		-
21	21-Jan-10	44413	44429	\$ 73.50	73.50	134870	01/22/10		-
22	22-Jan-10	44430	44439	\$ 123.00	123.00	134989	01/27/10		-
23	23-Jan-10	0	0	\$ -					-
24	24-Jan-10	0	0	\$ -					-
25	25-Jan-10	44440	44452	\$ 82.25	82.25	134988	01/27/10		-
26	26-Jan-10	44453	44467	\$ 97.25	97.25	135003	01/27/10		-
27	27-Jan-10	44468	44481	\$ 67.00	67.00	135038	01/28/10		-
28	28-Jan-10	44482	44499	\$ 90.00	90.00	135134	02/02/10		-
29	29-Jan-10	44500	44515	\$ 130.50	130.50	135120	02/02/10		-
30	30-Jan-10	0	0	\$ -					-
31	31-Jan-10	0	0	\$ -					-
TOTAL				1,554.25					0.00

PART II: SUMMARY OF YEARLY COLLECTIONS:

January	\$ 1,554.25	July	\$ -
February	\$ -	August	\$ -
March	\$ -	September	\$ -
April	\$ -	October	\$ -
May	\$ -	November	\$ -
June	\$ -	December	\$ -

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: *[Signature]*
DATE: *2/12/10*

(1) Subtotal \$ **1,554.25** (2) Subtotal \$ - Total (1+2) \$ **1,554.25**

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
LAW LIBRARIAN OF HIDALGO COUNTY, TX

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
January 31, 2010

RECEIVED

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HIDALGO COUNTY
AUDITOR'S OFFICE

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER			DEPOSIT SLIP NUMBER
						DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	
1	1/1/2010								231
2	1/2/2010	343153	343219	67	\$ 268.00	\$ 268.00	1/2/2010	134442	231 00436
3	1/3/2010	343220	343248	29	\$ 116.00	\$ 116.00	1/3/2010	134443	231 00437
4	1/4/2010								231
5	1/5/2010								231
6	1/6/2010								231
7	1/7/2010								231
8	1/8/2010								231
9	1/9/2010	343249	343267	19	\$ 76.00	\$ 76.00	1/9/2010	134566	231 00438
10	1/10/2010	343268	343309	42	\$ 168.00	\$ 168.00	1/10/2010	134567	231 00439
11	1/11/2010								231
12	1/12/2010								231
13	1/13/2010								231
14	1/14/2010								231
15	1/15/2010								231
16	1/16/2010	343310	343353	44	\$ 176.00	\$ 176.00	1/16/2010	134735	231 00441
17	1/17/2010	343354	343427	74	\$ 296.00	\$ 296.00	1/17/2010	134736	231 00440
18	1/18/2010								231
19	1/19/2010								231
20	1/20/2010								231
21	1/21/2010								231
22	1/22/2010								231
23	1/23/2010	343428	343510	83	\$ 332.00	\$ 332.00	1/23/2010	134915	231 00442
24	1/24/2010	343511	343612	102	\$ 408.00	\$ 408.00	1/24/2010	134916	231 00443
25	1/25/2010								231
26	1/26/2010								231
27	1/27/2010								231
28	1/28/2010								231
29	1/29/2010								231
30	1/30/2010	343613	343638	26	\$ 104.00	\$ 104.00	1/30/2010	135111	231 00444
31	1/31/2010	343639	343691	53	\$ 212.00	\$ 212.00	1/31/2010	135112	231 00445

TOTAL RECEIPTS AND FUNDS COLLECTED:

539

x \$4.00

\$ 2,156.00

TOTAL AMOUNT DUE TO GENERAL FUND-----1100-347-40-123-000-0-000-----
 LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND-----
 TOTAL FUNDS DUE TO THE COUNTY TREASURER-----

\$ 2,156.00

\$ 2,156.00

\$ -

PREPARED BY: *[Signature]*

DATE: 2/2/10

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]

JOSE M. FLORES

COMMISSIONER PRCT NO. 3

[Signature]
 Feb. 2 - 2010

DATE

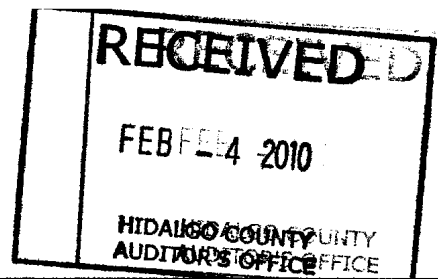
THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

HIDALGO COUNTY AUDITOR'S OFFICE

APPROVED BY: *[Signature]*

DATE: 2/9/10

**HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
January 2010**



DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER			DEPOSIT	
					DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	SLIP NUMBER	
1 1/1/2010				\$ -				211	0
2 ③ 1/2/2010	283540	283559	20	\$ 40.00	\$ 40.00	1/4/2010	134387	211	01417
3 1/3/2010	283560	283564	5	\$ 10.00	\$ 10.00	1/4/2010	134388	211	01418
4 1/4/2010	283565	283568	4	\$ 8.00	\$ 8.00	1/7/2010	134504	211	01419
5 1/5/2010	283569	283570	2	\$ 4.00	\$ 4.00	1/7/2010	134505	211	01420
6 ⑤ 1/6/2010	283571	283576	6	\$ 12.00	\$ 12.00	1/7/2010	134506	211	01421
7 1/7/2010				\$ -	\$ -			211	0
8 1/8/2010				\$ -	\$ -			211	0
9 ⑨ 1/9/2010	283577	283583	7	\$ 14.00	\$ 14.00	1/11/2010	134564	211	01422
10 1/10/2010	283584	283605	22	\$ 44.00	\$ 44.00	1/11/2010	134565	211	01423
11 1/11/2010	283606	283609	4	\$ 8.00	\$ 8.00	1/14/2010	134664	211	01424
12 1/12/2010	283610	283613	4	\$ 8.00	\$ 8.00	1/14/2010	134665	211	01425
13 1/13/2010	283614	283614	1	\$ 2.00	\$ 2.00	1/14/2010	134666	211	01426
14 1/14/2010	283615	283619	5	\$ 10.00	\$ 10.00	1/19/2010	134730	211	01427
15 1/15/2010	283620	283624	5	\$ 10.00	\$ 10.00	1/19/2010	134731	211	01428
16 ⑩ 1/16/2010	283625	283633	9	\$ 18.00	\$ 18.00	1/19/2010	134732	211	01429
17 1/17/2010	283634	283675	42	\$ 84.00	\$ 84.00	1/19/2010	134733	211	01430
18 ⑬ 1/18/2010				\$ -	\$ -			211	0
19 1/19/2010	283676	283678	3	\$ 6.00	\$ 6.00	1/21/2010	134827	211	01431
20 1/20/2010	283679	283682	4	\$ 8.00	\$ 8.00	1/21/2010	134828	211	01432
21 1/21/2010	283683	283689	7	\$ 14.00	\$ 14.00	1/25/2010	134890	211	01433
22 1/22/2010	283690	283693	4	\$ 8.00	\$ 8.00	1/25/2010	134891	211	01434
23 1/23/2010	283694	283723	30	\$ 60.00	\$ 60.00	1/25/2010	134892	211	01435
24 1/24/2010	283724	283786	63	\$ 126.00	\$ 126.00	1/25/2010	134893	211	01436
25 1/25/2010	283787	283787	1	\$ 2.00	\$ 2.00	1/28/2010	135025	211	01437
26 1/26/2010	283788	283794	7	\$ 14.00	\$ 14.00	1/28/2010	135026	211	01438
27 1/27/2010	283795	283798	4	\$ 8.00	\$ 8.00	1/28/2010	135027	211	01439
28 1/28/2010	283799	283801	3	\$ 6.00	\$ 6.00	2/1/2010	135089	211	01440
29 1/29/2010	283802	283804	3	\$ 6.00	\$ 6.00	2/1/2010	135090	211	01441
30 1/30/2010	283805	283835	31	\$ 62.00	\$ 62.00	2/1/2010	135091	211	01442
31 1/31/2010	283836	283853	18	\$ 36.00	\$ 36.00	2/1/2010	135092	211	01443
314				\$ 628.00	\$ 628.00				

TOTAL RECEIPTS AND FUNDS COLLECTED:

314

x \$2.00

\$ 628.00

TOTAL AMOUNT DUE TO GENERAL FUND-----1100-347-40-121-000-0-000-----

LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND-----
TOTAL FUNDS DUE TO THE COUNTY TREASURER-----

\$ 628.00

\$ 628.00

\$

PREPARED BY: Sylvia Handy

DATE: 2/2/10

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sylvia Handy HIDALGO COUNTY AUDITOR'S OFFICE

SYLVIA HANDY

COMMISSIONER PRCT NO. 1

APPROVED BY: Roma

DATE: 2/9/10

2/4/10

DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:7/08

Constable Celestino Aila Jr. Monthly Report ORIGINAL

For the Month Ending January 2010 *10/10/10*

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Monday, January 04, 2010	Ernesto Esqueda <i>✓</i>	Juan Cortez <i>✓</i>	10004-1 <i>✓</i>	JS09-006360 <i>✓</i>	Small Claims <i>✓</i>	Out of County	Justice Clerk	134568 <i>✓</i>	\$50.00 <i>✓</i>
Monday, January 04, 2010	Bac Home Loans <i>✓</i> Servicing, LP Formerly <i>from</i> <i>as Countywide Home Loan Serv. Co.</i>	Rene R. Utley and all other occupants <i>✓</i>	10005-1 <i>✓</i>	FED09-132JM <i>✓</i>	FED <i>✓</i>	In County	Justice Clerk	134568 <i>✓</i>	\$60.00 <i>✓</i> <i>X8</i>
Monday, January 04, 2010	American Express <i>✓</i> Centurion Bank	Charlie Guerrero <i>✓</i>	10006-1 <i>✓</i>	CL-09-3379-F <i>✓</i>	Civil Claims <i>✓</i>	In County	County Clerk	134568 <i>✓</i>	\$60.00 <i>✓</i>
Monday, January 04, 2010	American Express <i>✓</i> Centurion Bank	Raul Fabela <i>✓</i>	10007-1 <i>✓</i>	CL-09-3240-E <i>✓</i>	Civil Claims <i>✓</i>	In County	County Clerk	134568 <i>✓</i>	\$60.00 <i>✓</i>
Monday, January 04, 2010	American Express <i>✓</i> Centurion Bank	Esperanza Brattin <i>✓</i>	10008-1 <i>✓</i>	CL-09-3239-B <i>✓</i>	Civil Claims <i>✓</i>	In County	County Clerk	134568 <i>✓</i>	\$60.00 <i>✓</i>
Monday, January 04, 2010	American Express <i>✓</i> Centurion Bank	David Lagrange - not served <i>✓</i>	10009-1 <i>✓</i>	CL-09-3212-D <i>✓</i>	Civil Claims <i>✓</i>	In County	County Clerk	134568 <i>✓</i>	\$60.00 <i>✓</i>
Friday, January 08, 2010	HSBS Bank USA <i>✓</i>	Judith Monique Rios and all other occupants - Sub. Ser. 01-12-10 <i>✓</i>	10010-1 <i>✓</i>	FED10-001JM <i>✓</i>	FED <i>✓</i>	In County	Justice Clerk	134568 <i>✓</i>	\$60.00 <i>✓</i> <i>X9</i>
Monday, January 11, 2010	Veronica Fuentes, Tracie Duff <i>✓</i>	Raul Guerra dba R & F Custom Homes <i>✓</i>	10011-1 <i>✓</i>	S-09-6020CV-C <i>✓</i>	Civil Claims <i>✓</i>	Out of County	District Clerk	134784 <i>✓</i>	\$60.00 <i>✓</i>
Tuesday, January 12, 2010	Hilario A. Rodriguez <i>✓</i>	Edward Tijerina/A.P.T. Trucking <i>✓</i>	10012-1 <i>✓</i>	2010-SC-00003-JB <i>✓</i>	Small Claims <i>✓</i>	Out of County	Justice Clerk	134784 <i>✓</i>	\$50.00 <i>✓</i>
Wednesday, January 13, 2010	Deutsche Bank National Trust Company <i>✓</i>	Gracie Cardenas and all other occupants - Sub. Ser. 01-14-10 <i>✓</i>	10013-1 <i>✓</i>	FED10-003JM <i>✓</i>	FED <i>✓</i>	In County	Justice Clerk	134784 <i>✓</i>	\$60.00 <i>✓</i> <i>X10</i>

Sunday, January 31, 2010

Page 1 of 2



This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: *[Signature]*

Prepared by: *[Signature]*

Constable, Precinct 1

Chief Deputy



Plaintiff	Defendant	Receipt #	Case #	Type of Service	In/Out County	Court	Treasurer #	Amount
Tuesday, January 19, 2010	Flagstar Bank F.S.B. ☒	10014-1 ☒	FED09-114JM ☒	Writ of Possession ☒	In County	Justice Clerk	134911 ☒	\$200.00 ☒ X11
Wednesday, January 20, 2010	Fannie Mae aka Federal National Mortgage ☒	10015-1 ☒	FED09-122JM ☒	Writ of Possession ☒	In County	Justice Clerk	134911 ☒	\$200.00 ☒ X12
Tuesday, January 19, 2010	Samara Portfolio Management LLC ☒	10016-1 ☒	CV12C0100083 ☒	Civil Claims ☒	Out of County	Justice Clerk	134911 ☒	\$60.00 ☒
Tuesday, January 19, 2010	A+ Federal Credit Union ☒	10017-1 ☒	059105 ☒	Civil Claims ☒	Out of County	Justice Clerk	134911 ☒	\$60.00 ☒
Friday, January 22, 2010	GE Money Bank ☒	10018-1 ☒	CL-09-3279D ☒	Civil Claims ☒	In County	County Clerk	134911 ☒	\$60.00 ☒
Friday, January 22, 2010	GE Money Bank ☒	10019-1 ☒	CL-09-3281-F ☒	Civil Claims ☒	In County	County Clerk	134911 ☒	\$60.00 ☒
Monday, January 25, 2010	Manuel Carasco ☒	10020-1 ☒	CC10-012JM ☒	Civil Claims ☒	In County	Justice Clerk	135093 ☒	\$60.00 ☒ X13
Monday, January 25, 2010	Martin, Mason, Stutz, LLP ☒	10021-1 ☒	DC-10-00595-F ☒	Civil Claims ☒	Out of County	District Clerk	135093 ☒	\$60.00 ☒
Monday, January 25, 2010	Martin, Mason, Stutz, LLP ☒	10022-1 ☒	DC-10-00595-F ☒	Civil Claims ☒	Out of County	District Clerk	135093 ☒	\$60.00 ☒
Friday, January 29, 2010	Holt Texas LTD ETAL ☒	10023-1 ☒	2009-C1-05709 ☒	Precept To Serve ☒	Out of County	District Clerk	135093 ☒	\$60.00 ☒
Friday, January 29, 2010	Holt Texas LTD ETAL ☒	10024-1 ☒	2009-C1-05709 ☒	Precept To Serve ☒	Out of County	District Clerk	135093 ☒	\$60.00 ☒

Grand Total

HIDALGO COUNTY AUDITOR'S OFFICE

APPROVED BY: Boke

DATE: 2/12/10

\$1,520.00 ☒ X17

RECEIVED

FEB 27 2010



This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge
 Approved by: [Signature] Prepared by: [Signature]
 Constable, Precinct 1



CONSTABLE GILBERTO ALANIZ MONTHLY REPORT

For the month ending JANUARY 2010

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE			Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREAS. RECEIPT	AMOUNTS DUE TO COUNTY
					OUT OF COUNTY (OC)/ IN COUNTY (IC)	OC	IC							
1/4	GMAC INC	Liliana Fraide	8693	63438	Citation & Writ of Sequestration	X				X			134605	\$260.00
1/4	Advantage Assets	Marcos Leal	8694	C-1904-09-21	Civil Citation		X	X					134605	\$60.00
1/4	N.A Capital One Bank	Javier Molina	8695	C-1908-09-21	Civil Citation		X	X					134605	\$60.00
1/4	LVNV Funding	Janie & Roberto Garza	8696	C-1905-09-21	Civil Citation X2		X	X					134605	\$120.00
1/4	American Express	Jonathan Arango	8697	CL-09-3055-F	Civil Citation	X				X			134605	\$60.00
1/6	Sweetwater Filtration	Victor De la Garza	8698	54579	Writ of Execution	X				X			134605	\$200.00
1/14	Acetylene Oxygen Co.	Liberty EMS	8699	8CL000085	Writ of Execution	X				X			134700	\$200.00
1/21	*****	*****	8700	*****	VOID*****	*	*	****	****	*****	****	****	*****	VOID**
1/21	Billy Tennyson	Michael Tuttle	8701	10-cv310658	Small Claims	X		X					134922	\$50.00
1/22	Fernando Mtrin Laborada	Continental Distributors	8702	2009-78324	Writ of Attachment property	X				X			134922	\$200.00
1/27	Fernando Martin Laborada	Continental Distributors	8703	2009-78324	Citation, Notice & Writ of garnishment	X				X			135114	\$190.00
													Page Total	\$1,400
													Grand Total	\$1,400

RECEIVED

FEB - 4 2010

HIDALGO COUNTY
AUDITOR'S OFFICE

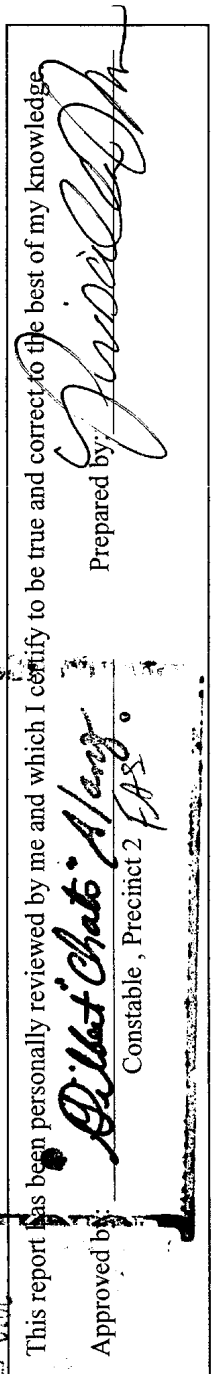
RECEIVED BY
COUNTY CLERK

2010 FEB 11 PM 6:33

[illegible]

APPROVED BY: Barry
DATE: 2/11/10

70



by: David L. Smith

AI-20080

10.A.

Certification of Workers' Compensation Claims paid by Tristar Risk Management
CC CONSENT

Date: 03/02/2010
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$26,748.06 for the period of 02/01-15/2010 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [02-01-15-2010](#)

Link: [By Organization](#)

Link: [certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/23/2010 03:05 PM	APRV
2	Olga Garza	Olga Garza	02/24/2010 12:57 PM	APRV
3	Auditor's Office	Linda Fong	02/25/2010 11:29 AM	APRV

Form Started By: Flora Vazquez
Started On: 02/23/2010 02:07 PM

Final Approval Date: 02/25/2010

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

February 16, 2010

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 62298

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 26,748.06
2/1-2/15/10 (Check#501960-502037) are in accordance with our contract with Hidalgo County
Exhibit A, dated July 1st

TOTAL BALANCE DUE **\$ 26,748.06**

Previous Balance Due **\$ 79,766.22**

Payments and Credits

02/04/10	Payment received - thank you	35,636.51CR
02/09/10	Payment received - thank you	<u>44,129.71CR</u>

Total Payments and Credits	\$ 79,766.22CR
----------------------------	-----------------------

Total Balance Due	\$ 26,748.06
-------------------	---------------------

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to
speak with Annette Rivas

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Custom Payment Total

Hidalgo County WC losses paid 2/1-2/15/10

<u>Processed</u>	<u>Check Date</u>	<u>Chk/Vchr #</u>	<u>Claim Number</u>	<u>Claimant</u>	<u>Incident</u>	<u>Transaction Type</u>	<u>Payee</u>	<u>Dates of Service</u>	<u>Method</u>	<u>Amount</u>
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 22										1,107.94
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 179										25,640.12
Grand Total: 201										26,748.06

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE
PERIOD OF: February 01-15, 2010

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the
County's CLAIMS PAYING ACCOUNT in the amount of \$ 26,748.06.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employee
(Check 501960-502037 02/01/2010 to 02/15/2010.)

1).	Hidalgo County	\$ <u>25,640.12</u>
2).	Hidalgo County Headstart Program	\$ <u>1,107.94</u>
3).	Community Service Agency	\$ <u>00.00</u>
4).	Hidalgo County Urban County Program	\$ <u>00.00</u>
5).	Drainage District #1	\$ <u>00.00</u>

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 26,748.06
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the
Commissioners' Court Agenda of March 1, 2010.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
\$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at
Citizens Business Bank (estimate) \$ 173,251.94.

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the
attached check register and to the best of my knowledge ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Elora Vazquez
Employee Benefits Manager

02/23/2010
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-20124

11.A.

**GEO-GRID REINFORCEMENT MATERIAL/REVISED SPECS
CC CONSENT**

Date: 03/02/2010
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of revised Specifications attached hereto for RFB No.:
2010-035-"Geo-Grid Reinforcement Material"- Hidalgo County Commissioner Precinct 2.

BACKGROUND

- 1)Original Specifications were approved on February 02, 2010. AI#19614.
2)No Fiscal Impact on this Agenda Item.

Fiscal Impact

Attachments

Link: [Revised Specifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 04:01 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:22 PM	APRV
3	Roland Garcia	Rolando Garcia	02/26/2010 01:51 PM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Sandy Suarez
Started On: 02/25/2010 08:16 AM
Final Approval Date: 02/26/2010

county determines it is in its best interest to do so.

- 10) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
- 11) Bidder(s) agrees that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
- 12) Have been in business for at least two (2) years

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 may accept a price adjustment that is justified by evidence of prevailing industrywide market conditions or may terminate the contract.**
 - 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) **Timeframe 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.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539.

TELEPHONE INQUIRES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to sandy.suarez@co.hidalgo.tx.us, by no later than, Wednesday, FEBRUARY 17, 2010 by 5:00 P.M. Responses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than Friday, FEBRUARY 19, 2010 by 5:00 P.M.

AI-20049

11.B.

**Authority to Advertise - Sale of Scrap Metal
CC CONSENT**

Date: 03/02/2010
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County "Sale of Scrap Metal" Bid No. 2010-024-03-24-ERT.

BACKGROUND

There is no contract in place
Proposed Schedule of Events:
1st Advertisement: March 6, 2010
2nd Advertisement: March 13, 2010
Bid Opening Date: March 24, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
REVENUE Acct.:
0-1100-360-00-000-000-0-000, revenues to be received due to sale of scrapmetal.

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$49,570.71 available funding as of 02/26/10. rc

Attachments

Link: MEMO'S,LEGAL NOTICE,SPECS,DRAFT CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/23/2010 02:50 PM	APRV
2	Budget & Management	Erika Zamora	02/23/2010 02:57 PM	APRV
3	Erika Zamora	Erika Zamora	02/26/2010 09:57 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	02/26/2010 10:09 AM	APRV

5 Auditor's Office

02/26/2010 05:23 PM NEW

Form Started By: Eric Trevino

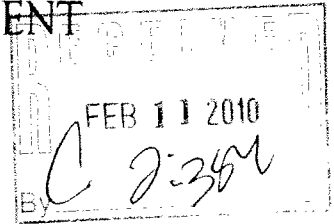
Started On: 02/19/2010 04:12
PM

Final Approval Date: 02/26/2010



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM



TO: ALL DEPARTMENT HEADS, FACILITIES AND MANAGEMENT
FROM: Eric Trevino
Hidalgo County Purchasing Department
DATE: February 5, 2010
RE: Approval of Specifications For: Hidalgo County – “Sale of Scrap Metal” Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for “Sale of Scrap Metal”. Please look at both OPTIONS, OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is DISAPPROVE, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

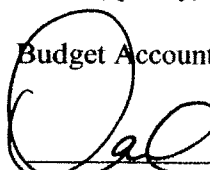
APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ☒ YES / ☐ NO/

List Address for bin placement, for OPTION 2 only (Specify):

Other (specify):

Budget Account No.: 0-1100-419-40-220-001-0-6/19

 DANIEL FLORES 220 2/8/2010
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.

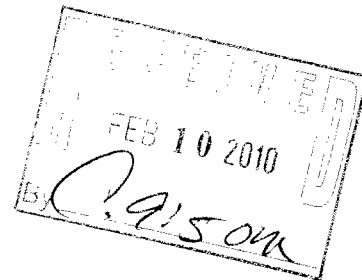
Enclosures



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM



TO: ALL DEPARTMENT HEADS, SHERIFF'S OFFICE
FROM: Eric Trevino
Hidalgo County Purchasing Department
DATE: February 5, 2010
RE: Approval of Specifications For: Hidalgo County – "Sale of Scrap Metal" Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for "Sale of Scrap Metal". Please look at both OPTIONS, OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: _____ YES / _____ NO/ _____

List Address for bin placement, for OPTION 2 only (Specify): _____

Other (specify): _____

Budget Account No.: _____

[Signature] *N/A* *A. "Sonny" Martinez* *HCSO* *2-6-10*
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 1
FROM: Eric Trevino
 Hidalgo County Purchasing Department
DATE: February 5, 2010
RE: Approval of Specifications For: Hidalgo County – “Sale of Scrap Metal” Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for “Sale of Scrap Metal”. Please look at both OPTIONS, OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is DISAPPROVE, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: YES / NO

List Address for bin placement, for OPTION 2 only (Specify SUNRISE HILL)

Other (specify):

Budget Account No.: PENDING OBJECT 0-1100-432-00-121-001-0-

Noe Monter Noe Monter PCT 1 2/18/10

SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 2
FROM: Eric Trevino
Hidalgo County Purchasing Department
DATE: February 5, 2010
RE: Approval of Specifications For: Hidalgo County - "Sale of Scrap Metal" Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for "Sale of Scrap Metal". Please look at both OPTIONS, OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☐	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS <u>X</u> OPTION "ONE" ONLY	

Funds Availability: X YES / NO

List Address for bin placement, for OPTION 2 only (Specify): _____

Other (specify): _____

Budget Account No.: 0-1100-432-00-122-001-0-XXN

<u>Ricardo Cuellar</u>	<u>Ricardo Cuellar</u>	<u>R&B</u>	<u>2/9/10</u>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 3
FROM: Eric Trevino
Hidalgo County Purchasing Department
DATE: February 5, 2010
RE: Approval of Specifications For: Hidalgo County – "Sale of Scrap Metal" Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for "Sale of Scrap Metal". Please look at both OPTIONS. OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

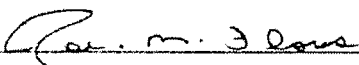
APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ☒ YES / ☐ NO/

List Address for bin placement, for OPTION 2 only (Specify):

Other (specify):

Budget Account No.: D-1160-452-00-183.001-0-1

	Joe M. Flores	Precinct #3	2/16/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

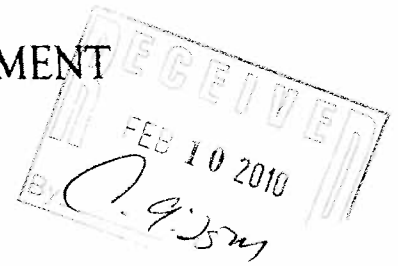
SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM



TO: ALL DEPARTMENT HEADS, PRECINCT NO. 4
FROM: Eric Trevino
Hidalgo County Purchasing Department
DATE: February 5, 2010
RE: Approval of Specifications For: Hidalgo County – “Sale of Scrap Metal” Bid No. 2010-024-00-00-ERT

We are currently in the process of putting together a county wide bid for “Sale of Scrap Metal”. Please look at both OPTIONS, OPTION 1 will be for the sale of scrap metal, and in OPTION 2 will be for removal-pickup and sale of scrap metal. In OPTION 2 the awarded vendor will supply a bin, where necessary, to be transported (for disposal) by the vendor on an as needed basis. Regarding OPTION 2 only - I have asked the Precincts and Facilities and Management to list/confirm the addresses on ATTACHEMENT NO. 1 where they would like the bins to be placed by the vendor within their Precinct.

I have attached the draft specifications. Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is DISAPPROVE, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: YES / NO

List Address for bin placement, for OPTION 2 only (Specify): _____

Other (specify): _____

Budget Account No.: 0-1100-432-00-124-001-0-421

	Juan M. Carranza	Pct 4	2/10/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than February 12, 2010 @ 5:00 P.M or as soon as possible. Thank You.

Enclosures

Bid No: 2010-024	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882
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REQUEST FOR BIDS

HIDALGO COUNTY

“SALE OF SCRAP METAL”

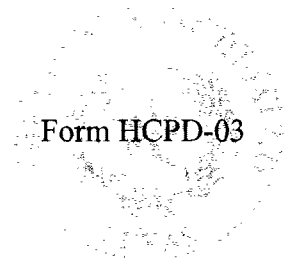
BID OPENING DATE:

March 24, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **HIDALGO COUNTY – “SALE OF SCRAP METAL”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-024-03-24-ERT HIDALGO COUNTY - “SALE OF SCRAP METAL”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-024-03-24-ERT RFB-HIDALGO COUNTY – “SALE OF SCRAP METAL”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY - "SALE OF SCRAP METAL"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>MARCH 24, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 the County.

. 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. 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 CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
“SALE OF SCRAP METAL”
BID NO.: 2010-024-03-24-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County is seeking qualified companies to establish a contract for "Sale of Scrap Metal" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

Vendor is responsible for, disposal or recycling of any scrap metal(s) purchased from Hidalgo County under this contract. Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

1. Hidalgo County will sale scrap metal on an as needed basis.
2. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall Comply with all federal, state, and local laws, rules, regulations, ordinances, and Pertinent policies.
3. Vendor(s) submitting bid must possess all applicable permits and licenses required (attach copies of permit(s) and license(s) with bid).
4. BID PAGE - Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").
5. All Hidalgo County Precincts / Departments are able to utilize the services.
6. Vendor(s) must provide weight ticket to coincide with fee, and weight ticket must be submitted to the designated department user, so that it can be submitted to the Budget and Auditor's Office.
7. Vendor(s) must have a (press, grinder or shredder, etc) for the aluminum and tin (e.i. license plates, etc.). Hidalgo County will take the license plates to vendor's site (shredding will be verified by Hidalgo County personnel). The vendor(s) must allow Hidalgo County access to their facility/facilities, to ensure the (e.i. license plates, etc) are being disposed of properly and not misused.
8. Vendor(s) shall have and maintain, under its direct employment and supervision, the necessary organization and facility/facilities to fulfill the services required.
9. All prices for disposition, time and labor must be taken into consideration. Such Fee must be included in the price per pound/ton.

Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

OPTION 1: Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis.

OPTION 2: Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:

- All prices for removals, disposition, time and labor must be taken into Consideration. Such fee must be included in the price per pound/ton.
- Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment No 1 for list of bin placement locations). Attachment No 1 – ONLY applies to OPTION 2.
- Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods (See Attachment No 1).
- Vendor is responsible for safe, proper and legal transportation.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.
7. 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 on to HIDALGO COUNTY.
8. Hidalgo County may utilize “**State Awarded Contracts**” when it is in the County best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", insurance requirements), if applicable.
10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerks Office.
11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Additional information:

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 QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, March 17, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than March 19, 2010 at 5:00 P.M.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DRAFT

**SERVICE CONTRACT
C-10-024-00-00**

THIS CONTRACT is made and entered into this ____Day of ____, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale Of Scrap Metal"** 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" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); 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**. 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 **Commissioners' Court** or their 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 year effective upon approval of Commissioners Court and ending on _____, **2010**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, **unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.**

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

DRAFT

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

DRAFT

If to Company

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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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 _____, 2010.

COUNTY OF HIDALGO

DRAFT

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

APPROVED BY COMMISSIONES COURT: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT “A”

DRAFT

**REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

EXHIBIT “B”

DRAFT

VENDOR'S BID

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI-20088

11.C.

Extension - Repairs, Installation and Removal of Communications & Radio Tower Misc. Equip.

CC CONSENT

Date: 03/02/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the first (1st) year of the additional two (2) - one (1) year term extension as provided in the current contract between Hidalgo County and Tri-County Communications LTD for: " Repairs, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment" - C-08-346-04-24.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-432
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 2-25-10 \$112,435.31.

Attachments

Link: SIGNED LETTER & INSURANCE CERTIFICATE

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/24/2010 12:04 PM	APRV
2	Budget & Management	Erika Zamora	02/24/2010 02:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/25/2010 09:21 AM	APRV
4	Auditor's Office	Linda Fong	02/25/2010 12:17 PM	APRV
5	Dina Trevino		02/26/2010 05:23 PM	PEND

Form Started By: Olga Montero
Started On: 02/24/2010 09:14 AM
Final Approval Date: 02/26/2010



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

February 23, 2010

TRI-COUNTY COMMUNICATIONS, LTD.
Attn: Claude Copeland, General Manager
1421 E. Pike Blvd.
Weslaco, Texas 78596

Re: C-08-346-04-24-"Repairs, Installation and Removal of Communications &
Radio Tower Miscellaneous Equipment"

Dear Mr. Copeland:

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, March 02, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **4:00 p.m., Wednesday, February 24, 2010**, via facsimile to (956) 956-292-7612 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

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).

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/03/2010
PRODUCER Greg Klement The Klement Agency P.O. Box 820 PROSPER (972) 562-7455 TX 75078	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 Tri-County Communications, Ltd. Rio Vision, Inc. 1421 E. Pike Street Westlaco TX 78596	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: AMERICAN HALLMARK INSURANCE	
	INSURER B: PROGRESSIVE COUNTY MUTUAL	
	INSURER C: EMPLOYER'S COMP	
	INSURER D: GREAT AMERICAN	
	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 LTS. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO- JECT ☐ LOC	44MG449658-08	06/22/2009	06/22/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS, COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	05834805-1	06/22/2009	06/22/2010	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 \$
	EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-10	01/01/2010	01/01/2011	WC STATUTORY LIMITS ☒ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER TOWER & EQUIPMENT	IMP174294406	12/16/2009	12/16/2010	TOWER & EQUIPMENT - 1,413,000 DEDUCTIBLE - 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 	AL100170
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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-346-02-24

THIS CONTRACT is made and entered into this 24th day of February, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **TRI COUNTY COMMUNICATIONS, LTD**, a Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repair, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"** (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 **Hidalgo County Sheriff's Office** for **"Repair, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"**. 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 **Hidalgo County Sheriff's Office** 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 the period beginning **March 1, 2009** and ending **December 31, 2009**, with the county's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo 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".

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: **TRI COUNTY COMMUNICATIONS, LTD.**
 Attn: Tony Brunnemann, General Manager
 1421 E. Pike Blvd.
 Weslaco, Texas 78596

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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's

written notice prior to cancellation.

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.

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).

WITNESS our hands in duplicate originals this 3rd day of March, 2009.

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr

COMPANY:

TRI-COUNTY COMMUNICATIONS

BY: [Signature]

PRINTED NAME: TONY BRUNNEMAN

TITLE: GENERAL MANAGER

Approved by Commissioners' Court on: February 24, 2009

APPROVED AS TO FORM

By: [Signature]

Antonio Mendoza,

Asst. Criminal District Attorney

Date: 3/2/09

EXHIBIT “A”

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE- "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

Project Overview:

The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.
2. 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.
3. Vendor shall have been in business (in this field) for a minimum of five (5) years.
4. A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for. Information should include, but not limited to the following:
 - a) company
 - b) contact person
 - c) phone number
 - d) work preformed
 - e) contract term
5. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.
6. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.
7. Vendors submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.
8. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.
9. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo county.

10. Vendors submitting bid must guarantee work performed.
11. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.
12. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.
13. Vendor must maintain all proper insurances for duration of contract (refer to Exhibit "C").
14. For all prices for repairs, removals, installations and programing shall include consideration for time and labor.
15. The term of the contract will commence upon approval of commissioner court to December 31, 2009 and may be extended at the sole discretion of County for two (2) additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.
16. Hidalgo County reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.
17. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.
18. **ADDITIONAL INFORMATION:** Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business 281 (New Administration Bldg.), Edinburg, Texas 78539. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, December 31, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 02, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE- "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). Base Radio Council :

- A. Gaitronics councils ICP9000
- B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment(offsite or on-site):

- A. Motorola repeater
- B. Midland repeater
- C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

- A. Headsets
- B. Microphones

4). Portable Radio / mobile radios:

- A. Motorola (any and all models)
- B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed, that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours ____ A.M. to ____ P.M. (**please fill in time**)

1. Technician \$_____ Per Hour

B. After Hours, Weekends & Holidays ____ to ____ (**please fill in time**)

1. Technician _____ Per Hour

C. **Mark Up (%)Rate For Parts:**_____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN:_____

PLEASE STATE ALL WARRANTIES:_____

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE- "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). **Base Radio Council :**

- A.. Gaitronics councils ICP9000
- B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). **Radio Tower Equipment(offsite or on-site):**

- A. Motorola repeater
- B. Midland repeater
- C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). **Miscellaneous Equipment:**

- A. Headsets
- B. Microphones

4). **Portable Radios:**

- A. Motorola (any and all models)
- B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours ____ A.M. to ____ P.M. (**please fill in time**)

1. Technician \$ _____ Per Hour

B. After Hours, Weekends & Holidays ____ to ____ (**please fill in time**)

1. Technician _____ Per Hour

C. **Mark Up (%)Rate For Parts:** _____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN _____

PLEASE STATE ALL WARRANTIES: _____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours 8:00 A.M. to 5:00 P.M. (**please fill in time**)

1. Technician \$ 70.00 Per Hour Minimum billing \$35.00

B. After Hours, Weekends & Holidays 5PM to 8AM (**please fill in time**)

1. Technician \$ 105.00 Per Hour - Minimum billing \$52.50

C. **Mark Up (%)Rate For Parts:** 22%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Upon arrival at Site

PLEASE STATE ALL WARRANTIES: 60 Days Parts/Equipment and Repair/Install Labor

VENDOR / COMPANY NAME: Tri-County Communications

ADDRESS: 1421 E. Pike Blvd.

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-792-6994

FAX NUMBER: 956-47-0622

AUTHORIZED SIGNATURE: Tony A

PRINTED NAME: Tony Brunnemann

TITLE: General Manager

DATE: 01/07/2009

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price (**Reference to Exhibit "A" Specifications**).

HOURLY RATES:

A. Normal Business Hours 8:00A.M. to 5:00P.M. (**please fill in time**)

1. Technician \$82.50 Per Hour - Minimum billing \$41.25

B. After Hours, Weekends & Holidays 5PM to 8AM (**please fill in time**)

1. Technician 117.50 Per Hour - Minimum billing \$58.75

C. **Mark Up (%)Rate For Parts:** 22%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN Upon arrival at site

PLEASE STATE ALL WARRANTIES: 60 Days Parts/Equipment and Repair/Install Labor

VENDOR/ COMPANY NAME: Tri-County Communications

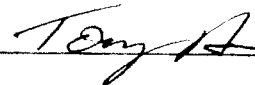
ADDRESS: 1421 E.Pike Blvd.

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-792-6994

FAX NUMBER: 956-447-0622

AUTHORIZED SIGNATURE: 

PRINTED NAME: Tony Brunnemann

TITLE: General Manager

DATE: 01/07/2009

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT “C”

INSURANCE REQUIREMENTS

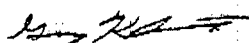
ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/03/2010
PRODUCER Greg Klement The Klement Agency P.O. Box 820 PROSPER (972) 562-7455	TX 75078	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Tri-County Communications, Ltd. Rio Vision, Inc. 1421 E. Pike Street Westlaco	TX 78596	
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE		
INSURER B: PROGRESSIVE COUNTY MUTUAL		
INSURER C: EMPLOYER'S COMP		
INSURER D: GREAT AMERICAN		
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
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC	44MG449658-08	06/22/2009	06/22/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	05834805-1	06/22/2009	06/22/2010	COMBINED SINGLE LIMIT (Per 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 \$
	EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-10	01/01/2010	01/01/2011	WC STATUS: ☒ 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
D	OTHER TOWER & EQUIPMENT	IMP174294406	12/16/2009	12/16/2010	TOWER & EQUIPMENT - 1,413,000 DEDUCTIBLE - 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	AI 100170 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 

AI-20102

11.D.

Pct 4 - Inv#ENG 1283 - J E Saenz & Associates Inc - C-09-171-05-19

CC CONSENT

Date: 03/02/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of request for payment for Inv #ENG 1283 (\$20,668.23) submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-09-171-05-19 (PO# 636268) -"Lakeview Subdivision" within Precinct #4.

BACKGROUND

Inv#ENG 1283 and Memo Request by Pct 4

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-401-0-711/731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#636268 funding available as of 2-26-10 \$45,336.47
available in object code 731 \$17,336.47
available in object code 711 \$28,000.00

Attachments

Link: Inv# ENG 1283-J E Saenz & Assoc Inc

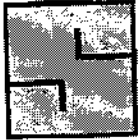
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 02:56 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:17 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 08:21 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Letty Saenz

Started On: 02/24/2010 03:00 PM

Final Approval Date: 02/26/2010



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1283

February 23, 2010

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN:

Oscar Garza, Commissioner

PROJECT:

Lakeview Subdivision
Right-of-Way Acquisition/Engineering
ENG 10.001 Lakeview Subdivision

INVOICE No 1 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND
ENGINEERING SERVICES.

<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>% COMPLETE</u>	<u>AMOUNT</u>
Engineering	\$17,336.47	50	\$ 8,668.23
Right-of-Way Acquisition	<u>\$28,000.00</u>	<u>45</u>	<u>\$12,000.00</u>
TOTAL BUDGET:	\$45,336.47	45	\$20,668.23

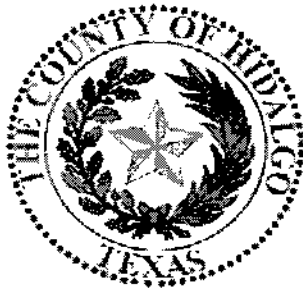
TOTAL EARNED: \$20,668.23
PREVIOUSLY INVOICED: \$ 0.00
TOTAL DUE: \$20,668.23

TOTAL AMOUNT DUE:

\$ 20,668.23

H:\Administration\Invoices\ENGINEERING\2010\1\February 2010.wpd

401 711 \$12,000.00
G-1204-43-1X124-007-0737 \$
200
1P-0462
656268
Oscar Garza
INVOICE RECEIVED BY
GOODS/SERVICES RECEIVED BY
on 2-23-10
on 2-23-10
C-09-171-03-19
FEB 23 2010
POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com
1-800-495-2984
(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



County of Hidalgo Pct. 4

Commissioner Oscar L. Saez Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542-0337

MEMO

DATE: FEBRUARY 23, 2010
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1283: CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #ENG 1283 IN THE AMOUNT OF \$20,668.23 FOR J.E. SAENZ & ASSOCIATES, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #636268, ACCOUNT: 0-1204-431-00-124-401-0-711 FOR \$12,000.00 AND 0-1204-431-00-124-401-0-731 FOR \$8,668.23

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR. 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1283

Leticia Saenz

From: Rinaldo Munoz [rinaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, February 23, 2010 3:26 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Item to be placed on CC
Attachments: Picture 001.jpg; Picture 002.jpg

Good Afternoon

Please place the attached item on the next CC for approval.

Thanks Munoz

AI-20101

11.E.

**Approval/Pymt.-Inv. #3-Alcocer Garcia Associates Design Consulting-Old
Adm. Bldg
CC CONSENT**

Date: 03/02/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of payment of Invoice No. 3 (Change in Services) in the amount of \$2,110.93 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." C-08-131-08-07

BACKGROUND

10% Fee- "a reimbursable fee the architect is allowed to charge under their contract"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$4,520.68 available funds in PO# 609342 as of 02/26/10. rc

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 02:55 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/26/2010 10:03 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/24/2010 02:33 PM
Final Approval Date: 02/26/2010

INVOICE FOR SERVICES

INVOICE NUMBER : **THREE - CHANGE IN SERVICES**
(NOT PART OF BASIC SERVICES)

DATE: FEBRUARY 5, 2010

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING
100 E. CANO ST., EDINBURG, TEXAS

TO: COUNTY OF HIDALGO, TEXAS
C/O HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUS. HWY 281
EDINBURG, TEXAS

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11, 2008

THIS INVOICE FOR: ASBESTOS ABATEMENT PROJECT MANAGEMENT 1ST & 2ND
FLOORS APPROVED BY COMMISSIONER'S COURT ON
NOVEMBER 18, 2008.

ACTIVITY: RABA-KISTNER BIDDING PHASE SERVICES

DIRECT COST.....\$ 1,909.94
+ 10%..... 190.99
TOTAL DUE THIS INVOICE.....\$ 2,110.93

(COPY OF RABA-KISTNER INVOICE ATTACHED)

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 74-2919292

THANK YOU,
AGADC

George A. Garcia
Project Architect

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :S107969

Engineering

Testing

Environmental

Facilities

Infrastructure

BILLING DATE :
12/10/2009

PROJECT :
ASF0827100
100 West McIntyre St., Edinburg, TX

CLIENT :
A13793 Alcocer Garcia & Assoc Design
Cnslt



Mr. Eduardo Alcocer
Alcocer Garcia & Assoc Design Cnslt
1333 East Jasmine Ave
McAllen, TX 78504

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Proposal #: PSF08-516-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 12/5/2009

PHASE : ** -- CLIENT SERVICES PHASE**

TASK : 2000 -- Proj. Mgmt/Inspect/Monitoring Cost	1,909.94
TOTAL : **** -- CLIENT SERVICES PHASE	1,909.94
AMOUNT DUE THIS INVOICE **	1,909.94

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: MICHAEL P. COSGROVE
CLIENT PHONE: 956-618-2007

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	\$ 1,909.94
Total of Previous Invoices - Currently Unpaid	0.00
Total Due And Payable	\$ 1,909.94

* Invoices are submitted monthly and are due on receipt * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Dec-09 **PLEASE PAY FROM THIS INVOICE.**

- 5. A. Requesting approval to declare as "Surplus" two, (2)-10X10 offices (currently vacant and not needed by Hidalgo County) on the fourth (4th) floor of the structure, fka, Administration Building located at 100 E. Cano, Edinburg, Texas for the purpose of entering into a Memorandum of Understanding;**

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

- B. Presentation for discussion, consideration and approval of a Memorandum of Understanding between Hidalgo County and Texas Department of Public Safety, Fraud Investigation Unit.**

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

At this time the Court moved back to item #4.

- 6. Requesting authority to advertise request for proposals with approval of procurement packet (i.e. qualifications, scope of services, requirements and/or specifications and draft contract document) as attached hereto for a "Pool" of: Title Report Services Providers RFP No. 2008-419-12-10-otm**

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

- 7. Presentation, discussion, consideration, and approval to accept proposal from Raba-Kistner Consultants, Inc., as recommended by project architect Alcocer Garcia and Associates Design Consulting for the following consulting services:**
A. Task I-Develop technical plans and specifications for the removal of asbestos containing materials in the amount not to exceed \$1,650.00.
B. Task II-Project Management/Inspection/Monitoring services in an amount not to exceed \$15,785.00.

On motion of Commissioner Garza, seconded by Judge Salinas, the Court made a VOTE of approval on items A & B.

Commissioner Handy – No Vote.

- 8. District Clerk:**
Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resource awarded vendor-Dell Marketing L.P. DIR-SDD-192 through requisition #143432 in the amount of \$7,689.86.

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

Fuel Card Request CC CONSENT

Date: 03/02/2010
 Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Request approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add drivers:

1. Martha Alanis -Adult Probation;
 2. Guadalupe Campos and Eliud Gutierrez- Hidalgo County Head Start Program
- to the fuel card list of authorized users.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: HEADSTART FUNDS
 FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 HEADSTART FUNDS. RC

FISCAL YEAR: 2010 ACCT. #: ATTACHED REPORT
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 see attached exp report for funding in Adult probation.

Attachments

Link: [cscd 03.02.10](#)

Link: [hs 03.02.10](#)

Link: [exp report](#)

Form Routing/Status

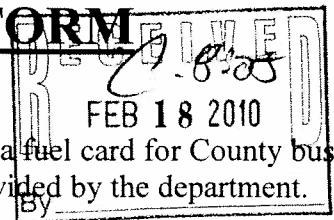
Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 03:20 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:19 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	02/26/2010 08:41 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 02/24/2010 04:32 PM

Final Approval Date: 02/26/2010

FUEL CREDIT CARD REQUEST FORM



Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card
 ☒ Add Driver Pin
 ☐ Delete/ Cancel Card
 ☐ Delete/Cancel Driver

Department:	ADULT PROBATION		
Billing Address:	P O BOX 970 EDINBURG TEXAS 78540		
Fuel Card Manager:	DIANA SOLIS		
	This person can not have use of the fuel card		
Phone Number:	956-587-6008	County Email	ad004@hidalgococscd.com
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:	Arnold K Patrick - Director 2/17/2010		
	Sign & Print Elected/Official Supervisor/Director		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
MARTHA E ALANIS	10/02/84	166723		

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

[illegible]

Run Date 02/26/10 08:41 AM

Hidalgo County

Page No 1

For 01/01/10 - 01/31/11

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
0-1297-423-00-320-002-0-626	BASIC SUPERVISION-GASOLINE/DIESEL	4,608.20	2,968.79	137.62	137.62	1,501.79	67.41
0-1297-423-00-320-005-0-626	RESTITUTION CTR-GASOLINE/DIESEL	32,135.33	26,978.47	3,269.54	3,269.54	1,887.32	94.13
0-1297-423-00-320-005-9-626	RESTITUTION CTR-GASOLINE/DIESEL	.00	.00	-98.15	-98.15	98.15	.00
0-1297-423-00-320-020-0-626	SATF-GASOLINE/DIESEL	3,309.76	1,585.18	224.58	224.58	1,500.00	54.68

Exemption under Tx Local Government Code 262.024 (a)(4)**CC CONSENT**

Date: 03/02/2010
 Submitted By: Marty Salazar, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information**CAPTION**

Request from Arnold Patrick, Director, Hidalgo County Community Supervision & Correction Department, to document and archive the following action taken by Director:

1. Exemption from competitive bidding requirements under, Texas Local Government Code, 262.024 (a)(4), a professional service;
2. Engagement Letter with the Law Firm of Lloyd Gosselink, Attorneys At Law, approved by Arnold Patrick 12-22-2009 for the provision of professional legal services in connection with general employment law matter for the Hidalgo County Community Supervision and Corrections Department.

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1297-423-00-320-002-0-333 & 584
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Req #170286-Amount available for obj. code 333 \$10,400.00.
 Req #170289-Amount available for obj. code 584 \$2,500.00.

Attachments

Link: [Bio](#)

Link: [Bio 2](#)

Link: [back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/25/2010 03:17 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:18 PM	APRV
3	Erika Zamora	Erika Zamora	02/26/2010 04:56 PM	APRV
4	Ivan Cantu	Ivan Cantu	02/26/2010 05:06 PM	APRV
5	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Marty Salazar

Started On: 02/24/2010 04:27
PM

Final Approval Date: 02/26/2010



Sheila Gladstone, Attorney at Law

For over 19 years, Sheila Gladstone has devoted her practice to assisting public and private sector employers in all aspects of employment law. After more than ten years at a large firm assisting and defending employers, Sheila left as a partner and opened her own law office in 1998. Her practice continues to focus on counseling employers on the legal issues involved in personnel decisions, conducting internal investigations of employee complaints, reviewing policies, conducting management training, defending employers in administrative proceedings, investigating and negotiating demands, and working with trial lawyers on employment law issues throughout the litigation process.

Sheila is well-respected throughout the field for her common sense approach to solving personnel issues, for understanding her clients' real-world business needs, for her straight-forward answers to complex questions, and for her humor and approachability during management training.

Sheila is a frequent speaker and published author on employment-related issues. Before coming to Texas, she graduated with high honors from the University of Arizona College of Law, where she was an editor for the Arizona Law Review. She now practices law entirely in Texas.

The State of Texas has certified Sheila's practice as an Historically Underutilized Business – Woman Owned ("HUB"). Using Sheila's training and consulting services will help your organization meet its vendor affirmative action goals and requirements.

8127 Mesa Drive #B206-322 512.372.8900
Austin, Texas 78759

fax: 512.231.1008
e-mail: sglad@earthlink.net



SHEILA GLADSTONE

Principal

(512) 322-5863

sgladstone@lglawfirm.com

Sheila Gladstone heads the firm's Labor and Employment Practice Group and assists public and private sector employers with all aspects of labor and employment law. Her practice focuses on counseling employers on the legal issues involved in personnel decisions, auditing employment practices for legal compliance, assisting with strategic decisions that affect personnel, conducting internal investigations of employee complaints, reviewing policies, conducting management training, defending employers in administrative proceedings, investigating and negotiating demands, and working with trial lawyers on employment law issues throughout the litigation process. She is a frequent speaker and published author on employment-related issues.

AREAS OF PRACTICE

- [Employment Law](#)

REPRESENTATIVE EXPERIENCE

- Advising and counseling public and private sector employers on personnel decisions and strategy
- Conducting workplace investigations, including ethics violations and complaints of sexual harassment and unlawful discrimination
- Auditing management practices, personnel forms, policies and procedures, and providing legal interpretations on employment-related matters
- Drafting and reviewing personnel policies, forms, agreements, and affirmative action plans
- Responding to demand letters, including investigating claims, advising, and negotiating on behalf of employers
- Conducting training on employment law, workplace harassment, investigations, ethics, litigation and union avoidance and good management practices.
- Working with and advising trial lawyers in employment litigation and appeals.
- Representing employers before government agencies such as the Equal Employment Opportunity Commission (EEOC), the Texas Commission on Human Rights (TCHR), the Wage and Hour Board, the National Labor Relations Board, the Office of Federal Contract Compliance Programs (OFCCP), the Texas Workforce Commission, and local civil service boards. Representation includes preparing position statements, handling audits, negotiating at mediations and conciliation hearings, and defending employers at agency hearings.

PROFESSIONAL LICENSES AND EDUCATION

- Admitted to State Bar of Texas 1988
- J.D., University of Arizona College of Law, 1987
- B.A., University of Arizona, 1983
- Licensed to practice before state and federal courts in Texas

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

- Texas Bar Association
- Austin Bar Association
 - o Employment Law Section
- American Bar Association
 - o Employment Law Section

PUBLICATIONS AND PRESENTATIONS

- "Top Ten Employment Mistakes Managers Make That Get Plaintiff's Lawyer's Really Excited" (Keynote address), Presented to Texas CPAs' 2008 Energy Conference, 2008
- "Veterans Rights 2008: The Soldiers are Coming Home and the Charges are Coming In," Presented to the Austin Bar Association, 2008
- "You're Fired! A Case Study on Wrongful Discharge," Presented to the Texas County Management Institute Annual Conference, 2008
- "The Ins and Outs of the Texas Public Information Act," Presented to the League of Women Voters, 2008
- "Retaliation: The Hottest of the Hot Topics," Presented to the Texas State Human Resources Association, 2008
- "Human Resources Laws Unique to the Public Sector," Presented to the Texas Municipal Human Resources Association's "Nuts and Bolts Annual Conference," 2008
- "Screening, Interviewing and Hiring Employees Legally and Effectively," Presented to the Texas Chief Probation Officers'

Conference, 2007

- "Drugs, Sex, and Videotape: Top Ten Conflicts Between Employee Privacy and Workplace Realities," Presented to the Texas State Telephone Cooperatives Institute, 2006
- "Wage and Hour: Real Problems/Real Solutions," Presented to the American Payroll Association, 2006

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No designation has been made by the Texas Board of Legal Specialization for a Certificate of Special Competence in this area.

Unless otherwise specified, the attorneys are not certified by the Texas Board of Legal Specialization.

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Requisition

Req # 00170286

PO #

Date: 02/08/10

Bill To: x
x

Vendor : 376922

LLOYD GOSSELINK ROCHELLE & TOWNSEND,
816 CONGRESS AVENUE, SUITE 1900
AUSTIN TX 78701
FAX (512)472-0532Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
P.O. BOX 970
EDINBURG TX 78540Contact: DIANA SOLIS
956-587-6008

Contract No:

Special Instructions:
REQ.#347

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
40.00	HRS	DO NOT DUPLICATE ORDER OPEN PURCHASE ORDER LLOYD GOSSELINK ATTORNEYS AT LAW FOR SERVICES RENDERED FEBRUARY 1,2010 - AUGUST 31, 2011 Account No 0-1297-423-00-320-002-0-333 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	260.00 <u>Encumbrance</u> 10,400.00 Freight Total	10,400.00 10,400.00

Authorized By: _____

Requisition

Req # 00170289

PO #

Date: 02/08/10

Bill To: x
x

Vendor: 376922

LLOYD GOSSELINK ROCHELLE & TOWNSEND,
816 CONGRESS AVENUE, SUITE 1900
AUSTIN TX 78701
FAX (512)472-0532Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
P.O. BOX 970
EDINBURG TX 78540Contact: DIANA SOLIS
956-587-6008

Contract No:

Special Instructions:
REQ.#348

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER REGISTRATION NEEDED FOR SEVENTEEN EMPLOYEES TO ATTEND AN EMPLOYEMENT LAW/ETHICS/LIABILITY/SEXUAL HARASSMENT TRAINING ON FRIDAY MARCH 5, 2010. THE TRAINING WILL BE HELD AT THE HIDALGO COUNTY CSCD MEETING ROOM FROM 8:00am-5:00pm. THE TRAINING WILL BE PRESENTED BY SHEILA B. GLADSTONE, ATTORNEY WITH THE FIRM LLOYD GOSSELING ROCHELLE & TOWNSEND,P.C. FROM AUSTIN, TEXAS. ATTENDING THE TRAINING WILL BE MR. ARNOLD PATRICK, ELOY LUGO, FRANK CALVO, NORMA NINO, REYNALDO CAMPOS, RUDY PEREZ, JAIME TORRES, NOELIA GONZALEZ, ROSIE MONTELONGO, JESUS ANGEL GARCIA, CONNIE GARZA, IRMA LIMAS, LESLIE CAMPOS, DIANA SOLIS, ROGER ARREDONDO, ROBERT LIZCANO, AND RICARDO GUERRERO. Account No 0-1297-423-00-320-002-0-584 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	2,500.00 Encumbrance 2,500.00 Freight Total	2,500.00 2,500.00

Authorized By: _____



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

1984 ——— 25 *Annivers* ——— 2009

Ms. Gladstone's Direct Line: (512) 322-5863
Email: sgladstone@lglawfirm.com

December 21, 2009

Arnold Patrick, Director
Hidalgo County CSCD
3100 S. Bus. Hwy 281
Edinburg, TX 78539
Via email: arnold.patrick@hidalgocscd.com

Re: Engagement Letter
General Employment Law
Billing File Number: 3031-00

Dear Arnold:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent Hidalgo County CSCD with respect to general employment law matters ("the Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated April 18, 2008. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may contact me whenever you have any questions about the Representation. Other

December 21, 2009

Page 2

firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences regarding the Matter, factual investigation, legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting correspondence and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Please be assured that we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My current hourly rate is \$260.00 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. In order to keep fees down, we utilize briefing clerks, paralegals, and other support personnel to perform those tasks not requiring the time of an attorney. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement on the invoice, except that we may request you pay directly to the provider unusually large outside costs, such as experts and consultants.

Invoices

We will send you a confidential statement on a monthly basis, usually by the 15th of the following month. The bills will provide, in full detail, a description of all work that has been performed, the charge for each day's work, all incurred expenses, and an account balance. We will also send a remittance page summarizing only fees and costs, so that you can keep the details of services rendered confidential from your accounts payable personnel. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

December 21, 2009

Page 3

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If you have any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you printing out, signing and returning this document by email, regular mail or facsimile.

Again, we are honored by the opportunity to work with you.

Sincerely,



Sheila Gladstone

SBG:stl
Attachment



Signature

ARNOLD K. PATRICK

Printed Name

DECEMBER 22, 2009

Date

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or record in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink, Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink, Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink, Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink, Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and

you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

Upon completion of our work on this matter, it is our firm's policy that your original documents (e.g., permits, licenses, deeds, wills, etc.) and other client property be returned within a reasonable period of time. As to any documents so returned, we may elect to keep a copy of the documents in our stored files. Our own files, including lawyer work product pertaining to the matter, will be retained by the firm. These firm files include firm administrative records, time and expense reports, billing and accounting records, and internal work product. Internal work product includes drafts, notes, internal communications (in both paper and electronic mediums), and legal and factual research prepared for the internal use of our firm's lawyers. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us after the completion of our work without additional notice.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

Additional Terms of Engagement 1.7.doc

**Hidalgo County Autopsy Program -60 Day Grace Period
Extension/Procurement
CC CONSENT**

Date: 03/02/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for "Dead Body Pick-up and Transport Services" for Hidalgo County, under same rates, terms and conditions with "RGV Transport Services" effective March 27, 2010 - May 26, 2010;
2. Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for "Autopsy Facility" for Hidalgo County, under same rates, terms and conditions with "Ceballos Funeral Home" effective March 27, 2010 - May 26, 2010;
3. Requesting authority to advertise and approval of specifications/requirements, Legal Notice etc. at attached hereto. 1) 2010-003 - Dead Body Pick-up and Transport Services-Hidalgo County 2) 2010-004 - Autopsy Facility-Hidalgo County

BACKGROUND

1st Advertisement - March 06, 2010 2nd Advertisement - March 13, 2010 Bid Opening: March 24, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0--1100-421-00-080-003-0-344
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in the amount of \$698,752.83 as of 02/26/10.

Attachments

Link: [Legal Notice-Dead Body Pick-up and Transport](#)
Link: [Specifications](#)
Link: [Contract - Dead Body Pick-up and Transport](#)
Link: [Legal Notice-Autopsy Facility](#)
Link: [Specifications](#)
Link: [Contract - Autopsy Facility](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 02:38 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:14 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/26/2010 02:07 PM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 02/24/2010 11:20 AM	
Final Approval Date: 02/26/2010				

Bid No: 2010-003--03-24	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "DEAD BODY PICK-UP AND TRANSPORT SERVICES"

BID OPENING DATE

MARCH 24, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"Dead Body Pick-up and Transport Services-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-025A-03-03-YZV-Dead Body Pick-up and Transport Services – Hidalgo County"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-003-03-24-YZV-RFB-Dead Body Pick-up and Transport Services – Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Dead Body Pick-up and Transport Services - Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
 Ray Eufracio, County Auditor
 2812 S. Business 281
 Edinburg, Texas 78539
 (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	<u>MARCH 24, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 the County.
- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. 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 CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Dead Body Pick-up and Transport Services"
BID NO.: 2010-003-03-24-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
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:

Address:

By:

Printed Name:

Title:

Exhibit "A"
SPECIFICATIONS
**"Dead Body Pickup and Transport Services-Hidalgo
County"**
RFB No. 2010-003-03-24-YZV

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

- A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.
- B. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag, gurney, cot, and stretcher. Body bag will be on an "as needed basis" only.
- C. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification.
- D. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.
- E. The contractor must provide and maintain a Surety Bond in the amount of \$10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.
- F. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of

1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

- G. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).
- H. Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.
- I. Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.
- J. Hidalgo County has the right to terminate this contract upon giving sixty (60) days written /notice of cancellation.
- K. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL
volanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, March 17, 2010 to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, March 19, 2010.**



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 24, 2010

Mr. Aaron Rivera
RGV Transport Services, LLC
1901 Pecan
McAllen, Texas 78501

Re: E-09-072-01-20
Dead Body Pick-up and Transport Services-Hidalgo County

Dear Mr. Rivera

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFB. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 02, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, February 25, 2010 via facsimile to (956) 956-318-2629 or email to: yolanda.velasquez@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under RGV Transport Services as required by Hidalgo County (see Exhibit C).

By: _____

Date: _____

2/25/2010

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 'Yolanda Velasquez', written in a cursive style.

Yolanda Velasquez, Buyer
Hidalgo County Purchasing Department

cc:

department
auditors

BOND NO. BBS 2110706**BUSINESS SERVICES BOND**
☒ Old Republic Surety Company ☐ Old Republic Insurance Company

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE COMPANY)

AGREEMENT

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify **RGV TRANSPORT LLC**

of **1901 PECAN BLVD., MCALLEN, TX 78501**

(hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers" to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding **TEN THOUSAND DOLLARS AND 00/100****

DOLLARS (\$ 10,000.00), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

SOLE PROPRIETOR OR PARTNERSHIP RIDER

TEXAS AMENDATORY RIDER

TERM OF BOND:

SECTION 1 - The term of this bond begins at 12:01 A.M. standard time on **OCTOBER 6, 2009** at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

LIMITS OF BOND:

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF EMPLOYEE DISHONESTY:

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee

is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

DEFINITION OF OCCURRENCE:

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

DEFINITION OF PREMISES:

SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

MERGER OR CONSOLIDATION:

SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 9. Regardless of the number of years this bond shall

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-193-11-21**

THIS CONTRACT is made and entered into this 21th day of November, 2006, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Transport Services, LLC**, a Limited Liability Company ("Company").

WHEREAS, County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed; and

WHEREAS, the provision of dead body pickup services may, under Texas law, be provided to Service Area by a county; and

WHEREAS, County has, on November 21, 2006, acting through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is willing to provide services in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by reference (the "Specifications"); and

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 Service Contract is entered into in order to provide service to 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 service pursuant to the terms of this Contract.

Company also agrees to respond to any call within thirty (30) minutes of telephone notification.

3. This Contract shall be for a period beginning March 26, 2007 and ending March 26, 2009 (the "Termination Date") unless in this Contract is earlier terminated pursuant to the provisions herein, as may from time to time be amended.

4. All vehicles operated by the Company shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provide services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the Texas Department of State Health Services or any other agency or authority having jurisdiction with regard to the operation and/or provision of this service, and with the terms of the Specifications.

5. 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.

6. 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 in the Specifications, and shall furnish to County certificates of such insurance coverage.

7. 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 this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

9. 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 emergency services provided by Company, and that Company is an independent contractor under this Contract.

10. In the event that either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party has so defaulted, the non-defaulting party will give written notice to the offending or alleged offending party, setting forth such default, and the offending party shall have thirty (30) days after receipt of such written notice to cure such default unless the default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions in which case this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-offending party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract with or without cause, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

11. 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 Hidalgo County Administration Building 100 E. Cano Edinburg, Texas 78539
---------------	---

If to Company:	RGV Transport Services, LLC Attn: Mr. Aaron Rivera 1901 Pecan McAllen, Texas 78501
----------------	---

12. 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.

13. 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.

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.

14. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

15. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

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 advice, 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 therefor 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.

16. Company shall not in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested or the Company will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

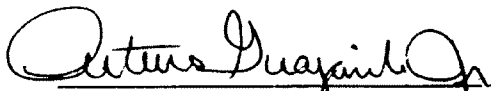
17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use its best 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

18. The term "Specifications" as used herein shall mean the specifications dated July 26, 2006 a copy of same is attached hereto as Exhibit "A" and incorporated herein for all purposes.

19. County and Company 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.

WITNESS our hands in duplicate originals this _____ day of _____, 2007.

ATTEST:


Arturo Guajardo, Jr. County Clerk *AGM*

COUNTY OF HIDALGO


By: _____
Juan D. Salinas, III, County Judge

COMPANY:

RGV Transport Services, LLC.

By:  _____

Approved on Commissioners' Court November 11, 2006

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

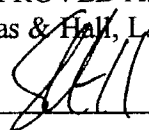
By:  _____

**EXHIBIT “A”
SPECIFICATIONS**

Exhibit "A"
SPECIFICATIONS
"Dead Body Pickup and Transport Services-Hidalgo County"
RFB No. 2006-193-07-26-otm

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

- A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.
- B. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag, gurney, cot, stretcher. Body bag will be on an "as needed basis" only.
- C. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification.
- D. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.
- E. The contractor must provide and maintain a Surety Bond in the amount of \$10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.
- F. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- G. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).
- H. Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.
- I. Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.
- J. Hidalgo County has the right to terminate this contract upon giving sixty (60) days written /notice of cancellation.
- K. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

**EXHIBIT “B”
FEE SCHEDULE**

BID PAGE

"Dead Body Pickup and Transport Services-Hidalgo County"

RFB No. 2006-193-07-26-otm

Bid: Bidder agrees that bid submitted herein is for the initial two (2) year term and for an additional one (1) year extension, if Hidalgo County approves to exercise that option under the same rates/fees, terms and conditions.

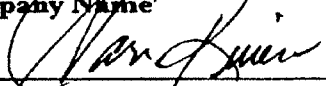
A. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility including body bag. \$ 175.00 per body.

B. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility without a body bag. \$ 125.00 per body.

C. Vehicles to be used for transport: List by Year, Make, Model and VIN

1. 1997 Chevrolet Van VIN#: 1GCDM19W2VB162243
2. 2000 Chevrolet Van VIN#: 1GCFC25M441128941
3. _____
4. _____

PGV Transport Services, LLC
Company Name


Authorized Signature

Aaron Rivera
Print or Type Name

Manager
Title

1901 Pecan

Address

McAllen, TX. 78501

City

State Zip

(956) 739-7979 (956) 994-9449

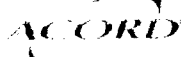
A/C Phone

Fax

7-25-06

Date

EXHIBIT “C” INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Form Number 25-S

9/30/2009

Insured

Advanced Risk Solutions
10000 Lakeland Suite 400
Houston, Texas 77033

Insured's Location

10000 Lakeland Suite 400 Houston, Texas 77033

Insured's Name

Employee's Resource Management, Inc.
c/o Rivera Funeral Home
1711 Preston
Houston, TX 77001

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 DESCRIBED BELOW.

INSURERS AFFORDING COVERAGE

Insurance Company Underwriting Alliance

A

Insurance Company

B

Insurance Company

C

Insurance Company

D

Insurance Company

E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. THIS CERTIFICATE DOES NOT CONFER ANY RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. THIS CERTIFICATE DOES NOT CONFER ANY RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. THIS CERTIFICATE DOES NOT CONFER ANY RIGHTS UPON THE CERTIFICATE HOLDER.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
GENERAL LIABILITY Each Occurrence Limit: \$1,000,000 Aggregate Limit: \$1,000,000 Medical Payments: \$5,000 Products/Completed Operations: \$1,000,000 Personal and Advertising Injury: \$1,000,000 Fire Damage: \$1,000,000 Flood: \$1,000,000 Earthquake: \$1,000,000 Terrorism: \$1,000,000 War: \$1,000,000 Nuclear: \$1,000,000 Pollution: \$1,000,000 Cyber: \$1,000,000 Data Breach: \$1,000,000 Media: \$1,000,000 Electronic Data: \$1,000,000 Computer: \$1,000,000 Network: \$1,000,000 Software: \$1,000,000 Hardware: \$1,000,000 Perils: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000	Not Applicable			Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Medical Payments: \$5,000 Products/Completed Operations: \$1,000,000 Personal and Advertising Injury: \$1,000,000 Fire Damage: \$1,000,000 Flood: \$1,000,000 Earthquake: \$1,000,000 Terrorism: \$1,000,000 War: \$1,000,000 Nuclear: \$1,000,000 Pollution: \$1,000,000 Cyber: \$1,000,000 Data Breach: \$1,000,000 Media: \$1,000,000 Electronic Data: \$1,000,000 Computer: \$1,000,000 Network: \$1,000,000 Software: \$1,000,000 Hardware: \$1,000,000 Perils: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000
AUTOMOBILE LIABILITY Each Occurrence Limit: \$1,000,000 Aggregate Limit: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000	Not Applicable			Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000
GARAGE LIABILITY Each Occurrence Limit: \$1,000,000 Aggregate Limit: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000	Not Applicable			Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000
EXCESS LIABILITY Each Occurrence Limit: \$1,000,000 Aggregate Limit: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000	Not Applicable			Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY Statutory Limit: \$1,000,000 Other: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000	\$1,000,000	1/1/2010	1/31/2010	Statutory Limit: \$1,000,000 Other: \$1,000,000 Medical Payments: \$5,000 Bodily Injury: \$1,000,000 Property Damage: \$1,000,000 Uninsured Motorist: \$1,000,000 Underinsured Motorist: \$1,000,000 Hit and Run: \$1,000,000 Non-Owned: \$1,000,000 Hired: \$1,000,000 Exclusions: \$1,000,000 Conditions: \$1,000,000 Definitions: \$1,000,000 Other: \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.

Insured is an employee of Rivera Funeral Home, 1711 Preston, Houston, TX 77001
Insured is an employee of Rivera Funeral Home.

CERTIFICATE HOLDER

Insured's Name

Advanced Risk Solutions

10000 Lakeland Suite 400
Houston, Texas 77033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert M. Laguerre

Commercial Certificate of Insurance



FARMERS

Agency
Name • Hector Ibarra
& • 1802 S Expy 281
Address • Edinburg, TX 78542
• 956-821-7219

Issue Date (MM/DD/YY) 08/07/2009

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 shown below.

St. 19 Dist. 42 Agent 34H

Companies Providing Coverage:

Insured
Name • DBA: RGV TRANSPORT
& • 1901 PECAN
Address • MCALLEN, TX 78501

Company A Truck Insurance Exchange
Letter
Company B Farmers Insurance Exchange
Letter
Company C Mid-Century Insurance Company
Letter
Company D Texas County Mutual
Letter

Coverages

This is to certify that 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. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ \$ \$ \$ \$ \$
D	Automobile Liability All Owned Commercial Autos x Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	604756715	08/07/2009	08/07/2010	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ 1,000,000 \$ \$ \$ 1,000,000 \$
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$ \$

Description of Operations/Vehicles/Restrictions/Special items:

Location(s)

Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

Certificate Holder

Name
&
Address

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company 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 company, its agents or representatives.

Authorized Representative

TEXAS LIABILITY INSURANCE CARD

Commercial Policy

DBA: RCV TRANSPORT

1901 PECAN

MCALLEN, TX 78501



Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year: 1996 Make: CHEVROLET Model: ASTRO VAN

VIN: 1GCDM19W2TB194008

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra

Phone No: 956-821-7219

TS-7700 1-08

A7700201

Texas Liability Insurance Card

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

TS-7700 1-08

Tarjeta de Seguro de Responsabilidad de Texas

Guarda esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

TEXAS LIABILITY INSURANCE CARD

Commercial Policy
DBA: RCV TRANSPORT
1901 PECAN
MCALLEN, TX 78501



Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year: 1993 Make: CHEVROLET Model: K1500 SUBURBAN

VIN: 1GNFK16KDP1306419

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra

Phone No: 956-821-7219

25-7700 1-08

A7700201

Texas Liability Insurance Card

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

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All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

25-7700 1-08

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

TEXAS LIABILITY INSURANCE CARD

Commercial Policy

DBA: RGV TRANSPORT
1901 PECAN
MCALLEN, TX 78501



Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year 1999 Make CHEVROLET Model 1500 SUBURBAN

VIN 3GNFK16R7XG183409

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra

Phone No: 956-821-7219

25-7700 1-08

47700201

Texas Liability Insurance Card

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

25-7700 1-08

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

TEXAS LIABILITY INSURANCE CARD

Commercial Policy

DBA: RGW TRANSPORT

1901 PECAN

MCALLEN, TX 78501

**FARMERS**

Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year: 1997 Make: CHEVROLET Model: ASTRO VAN

VIN: 1GCDM19W2VB162273

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra

Phone No: 956-821-7219

25-7700 1-08

A7700201

Texas Liability Insurance Card**Keep This Card**

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

25-7700 1-08

Tarjeta de Seguro de Responsabilidad de Texas**Guarde esta tarjeta.**

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

TEXAS LIABILITY INSURANCE CARD

Commercial Policy

DBA: RGV TRANSPORT

1901 PECAN

MCALLEN, TX 78501



FARMERS



Policy Number: 604756715

Effective Date: 08/07/2009

Expiration Date: 08/07/2010

Year 2007 Make VOLVO

Model XC90 3.2 FWD

VIR YV4CY982271334808

Texas County Mutual

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra

Phone No: 956-821-7219

25-7700 1-08

A7700201

Texas Liability Insurance Card

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

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- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

Bid No: 2010-003--03-24	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "DEAD BODY PICK-UP AND TRANSPORT SERVICES"

BID OPENING DATE

MARCH 24, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"Dead Body Pick-up and Transport Services-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-025A-03-03-YZV-Dead Body Pick-up and Transport Services – Hidalgo County"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-003-03-24-YZV-RFB-Dead Body Pick-up and Transport Services – Hidalgo County"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Dead Body Pick-up and Transport Services - Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
 Ray Eufracio, County Auditor
 2812 S. Business 281
 Edinburg, Texas 78539
 (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	<u>MARCH 24, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 the County.
- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. 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 CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Dead Body Pick-up and Transport Services"
BID NO.: 2010-003-03-24-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
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:

Address:

By:

Printed Name:

Title:

EXHIBIT "A"

HIDALGO COUNTY – "AUTOPSY FACILITY"
RFB № 2010-004-03-24-YZV

SCOPE – SPECIFICATIONS – INFORMATION TO BIDDERS

SCOPE:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, the County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) to provide a facility located in Hidalgo County with all necessary equipment at which the County's contracted pathologist can perform autopsies and related services on an "As Needed Basis", on dead bodies in all stages of decomposition.

Hidalgo County is also seeking to engage in a "Turnkey Solution" with a physician which will include a facility. Hidalgo County reserves the right to award the contract(s) most advantageous and is in its best interest. Therefore, all vendors are advised that Hidalgo County may, at its sole option award this bid (a facility) or the Turnkey Autopsy contract (which includes the physician with facility).

SPECIFICATIONS:

- A. The following list is the minimum required equipment, accessories and supplies for a facility to have in order to qualify as the contractor at which autopsies and all necessary and related services can be performed:

Refrigerator for storing dead bodies on site	Ruler (in. and cm)	Storage for tissue blocks (paraffin)
Portable trays	Clothing Scissors	Property Envelopes
Suction with hose	Mayo dissecting scissors	Safe for storing property
Sink scale	Formalin	Finger printing equipment
Floor drain	Viscera pan	Possess or have access to:
X-ray machine	Viscera bucket	a. X-ray machines
X-ray developer	Viscera bags	b. X-ray developer
View box(es)	Test tube rack	c. Histology lab
Specimen freezer	Red Top Test Tubes	d. Toxicology lab
Dissecting board	Gray Top Test Tubes	
Camera with film	Lavender Top Test Tubes	
Kramer Kick Stool	Green Top Test Tubes	
Ladder	Stryker Saw with bone dust collector	
Counter top digital scale (for infant organs)	Head blocks	
In/Out cards	50 cc glass syringes	
Toe Tags	6 cc disposable sterile syringes	
Body Bags	18 ga x 1 1/2 hypodermic needles	
Scrubs	12" x 5 ga stainless steel (re-usable sterile needles	
Aprons	Stomach pan	
Gowns	Short scissor with disposable sharp/blunt blades	
Gloves	Three (3) toothed forceps	
Paper grocery bags	Autopsy needles	

EXHIBIT "A"

HIDALGO COUNTY – "AUTOPSY FACILITY"

RFB № 2010-004-03-24-YZV

Specifications – Autopsy Facility - Continues

Bio hazard disposal boxes	Scalpel handles with disposable blades
Sharps containers	Stainless Steel Chisel
Masks	Dia-stix
Splash shields	Keto-stix
Tissue jars (wide mouth plastic with screw top)	Swabs
Large glass measuring cup (2 liter /200 ML)	Swab boxes
Small Stainless Steel ladle	Slides
Tea strainer (for rinsing bullets, pellets, etc.)	Slide Boxes
Colander (for straining stomach content, fixed tissue, etc.)	Paint cans
Autopsy knife with disposable blades	Embalmers Thread
Rib cutters	Bone Scissors
Pliers	Microscope
Skull breaker	Storage for micro-slides
Stainless steel wall unit with dual faucets, center drain, and disposal unit	

- B. The facility must be available and on call twenty-four (24) hours daily, seven (7) days per week, three-hundred-sixty-five (365) days a year, for the County's contracted forensic pathologist to perform autopsies and related services.
- C. Facility must be located in Hidalgo County.
- D. All necessary equipment, accessories and supplies will be available at all times so as not to cause delay in the provision of autopsies and related services by the County's contracted forensic pathologist.
- E. Fee charged for the use of the facility will be on a "Per Body Basis" and will include the storing of the body through the completion of the autopsy by the pathologist, but not to exceed forty-eight (48) hours.
- F. Storage fee of the "Body" will commence on a per day basis after forty-eight (48) hours of receipt of the body.
- G. Contractor, it's employees, and/or agents cannot offer any information to family, friends, or acquaintances about "funeral related services." All inquiries related to the decedent will be forwarded to the proper County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

HIDALGO COUNTY – "AUTOPSY FACILITY"

RFB № 2010-004-03-24-YZV

Specifications – Autopsy Facility-continues:

- H. Records of Victims: Contractor must keep an updated log with information pertaining to the victim(i.e., name, date of birth, photo I.D., driver's license number, social security number, date and time of autopsy, performed by, witnessed by, body released to, etc.).
- I. The contractor shall provide his/her own telephone and pager numbers to the appropriate county officials.

Information – Additional Terms and Conditions to Bidders:

- 1. Term of Contract: The term of this contract is for a period of two (2) years, with the option of Hidalgo County to extend the contract for additional one (1) year period under the same bid prices, terms and conditions.
- 2. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day Grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.
- 3. Hidalgo County reserves the right to terminate this agreement by giving contractor sixty (60) days written notice of such termination.
- 4. Bid Prices are firm for the contract period (two (2) years) including any options to extend. No price increases are allowed.
- 5. Volume: There is no guaranteed annual volume. Hidalgo county will seek use of the "facility" on as "As Needed Basis".
- 6. Bidder responsibilities for Facility:
 - a. Bidder will be responsible for maintaining the facility in a manner that will allow the performance of autopsies and all necessary and related services without delay. Bidder will comply with all federal, state, and local statutes, codes, and regulations governing such premises.
 - b. Facility shall have public bathrooms and be handicapped accessible.
 - c. Bidder shall provide insurance for the "Facility" against fire, accidents or natural disasters. Bidder shall maintain liability insurance on the premises in the amounts and coverages specified in numbered paragraph six (6) hereof.
 - d. Facility shall be in good working condition and be handicapped accessible to provide the services required.
 - e. The facility shall be free from rodents and insects. The facility shall have adequate air conditioning and heating available. Maintenance of air conditioning, heating, along with pest control will be the responsibility of the contractor at the contractor's expense.
 - f. Facility shall have water, sewer, garbage pick-up in addition to electricity and/or natural gas.

EXHIBIT "A"

HIDALGO COUNTY – "AUTOPSY FACILITY"
RFB № 2010-004-03-24-YZV

Information – Additional Terms and Conditions to Bidders-continues

7. Insurance: The awarded bidder shall adhere to the following insurance requirements:
 - Property policy shall provide that any proceeds of loss or damage to buildings or to improvements shall be payable solely to Owner, which sum Owner shall use for repair and restoration purpose:
Applicable Coinsurance: 80%
8. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to autopsies and necessary related services being performed.
9. Each policy of insurance required shall extend for a period equivalent to or longer than the term of this contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date or otherwise.
10. The contract shall be automatically suspended upon the cancellation or other termination or of the required policy of insurance hereunder.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL
yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, March 17, 2010 to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, March 19, 2010.**

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
02/24/10

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
 Home Office: P.O. Box 328
 Owatonna, MN 55060
 Phone: 1-888-333-4949

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.

COMPANIES AFFORDING COVERAGE

COMPANY **A** FEDERATED MUTUAL INSURANCE COMPANY OR
 FEDERATED SERVICE INSURANCE COMPANY

COMPANY
BCOMPANY
CCOMPANY
D

INSURED

CEBALLOS FUNERAL HOME INC
 1023 NORTH 23RD STREET
 MCALLEN TX 78501

281-888-8

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT ☒ BUSINESSOWNER'S POLICY	9350350	04/21/09	04/21/10	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	9350351	04/21/09	04/21/10	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
A	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	9261253	04/21/09	04/21/10	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	9411504	04/21/09	04/21/10	☒ WC STATU- TORY LIMITS	OTH- ER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

2818888

1

HIDALGO COUNTY
 2812 S HWY 281
 EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PRESIDENT

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-244-11-21**

THIS CONTRACT is made and entered into this 26th day of March, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **Ceballos Funeral Home, Inc.**, a Texas Corporation, ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Autopsy Facility**"; 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 "Services"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with specifications, described in Exhibits "A" and "B", 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 Hidalgo County for "**Autopsy Facility**". 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, described in Exhibit "A" and "B", within **Hidalgo County** following a request for

Services by the **Purchasing Agent** or her 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 from **March 26, 2007** and ending **March 25, 2009** unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. 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.

6. 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.

7. 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.

8. This Contract shall not be assignable in whole or in part by either party without prior

written consent of the other party.

9. 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.

10. 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: **Ceballos Funeral Home, Inc.**
 Attn: Linda Ceballos
 1023 North 23rd.
 McAllen, Texas 78501-7451

11. 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.

12. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice.

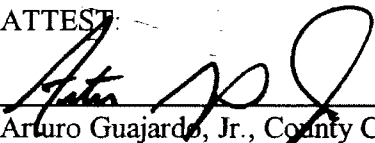
13. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

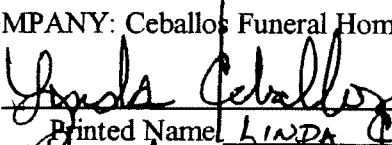
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 26th day of February 2006.

COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY: Ceballos Funeral Home, Inc.
By: 
Printed Name: LINDA CEBALLOS
Title: President

Approved on Commissioners' Court November 21, 2006

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

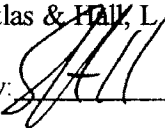
By: 

**EXHIBIT “A”
SPECIFICATIONS**

Exhibit "A"

"Autopsy Facility-Hidalgo County"

RFB No.: 2006-244-07-26

Specifications:

- A. The following list is the minimum required equipment, accessories and supplies for a facility to have in order to qualify as the contractor at which autopsies and all necessary and related services can be performed:

Refrigerator for storing dead bodies on site	Ruler (in. and cm.)	Storage for tissue blocks (paraffin)
Portable trays	Clothing scissors	P r o p e r t y envelopes
Suction with hose	Long hemostats	E v i d e n c e envelopes
Sink scale	Mayo dissecting scissors	Safe for storing property
Floor drain	Formalin	Finger printing equipment
X-ray machine	Viscera pan	Possess or have access to:
X-ray developer	Viscera bucket	a . X - r a y machines
View box(es)	Viscera bags	b . X - r a y developer
Specimen freezer	Test tube rack	c. Histology lab
Dissecting board	Red Top Test Tubes	d. Toxicology lab
Dissecting stand with drain	Gray Top Test Tubes	
Camera with film	Lavender Top Test Tubes	
Kramer Kick Stool	Green Top Test Tubes	
Ladder	Stryker Saw with bone dust collector	
Counter top digital scale (for infant organs)	Head blocks	
In/Out Cards	50cc glass syringes	
Toe Tags	6cc disposable sterile syringes	
Body Bags	18ga. X 1 1/2 hypodermic needles	
Scrubs	12" X 5ga. stainless steel re-usable non-sterile needles	
Aprons	Stomach pan	
Gowns	Short scissor with disposable sharp/blunt blades	
Gloves	Three (3) toothed forceps	
Paper grocery bags	Autopsy needles	
Bio Hazard disposal boxes	Scalpel handles with disposable blades	
Sharps containers	Stainless steel chisel	
Masks	Dia-stix	
Splash shields	Keto-stix	

Tissue jars (wide mouth plastic with screw top)	Swabs
Large glass measuring cup (2 liter/2000ML)	Swab boxes
Small stainless steel ladle	Slides
Tea strainer (for rinsing bullets, pellets, etc.)	Slide boxes
Colander (for straining stomach content, fixed tissue, etc.)	Paint cans
Autopsy knife with disposable blades	Embalmers Thread
Rib cutters	Bone scissors
Pliers	Microscope
Skull breaker	Storage for micro-slides
Stainless steel wall unit with dual faucets, center drain, and disposal unit	

Specifications - Autopsy Facility: (continued)

- B. The facility must be available and on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, for the County's contracted forensic pathologist to perform autopsies and related services.
- C. Facility must be located in Hidalgo County.
- D. All necessary equipment, accessories and supplies will be available at all times so as not to cause delay in the provision of autopsies and related services by the County's contracted forensic pathologist.
- E. Fee charged for the use of the facility will be on a "Per Body Basis" and will include the storing of the body through the completion of the autopsy by the pathologist, but not to exceed forty-eight hours.
- F. Storage fee of the "Body" will commence on a per day basis after forty-eight hours of receipt of the body.
- G. Contractor, it's employees, and/or agents cannot offer any information to family, friends, or acquaintances about "funeral related services." All inquiries related to the decedent will be forwarded to the proper County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- H. Records of Victims: Contractor must keep an updated log with information pertaining to the victim (i.e., name, date of birth, photo I.D., driver's license number, social security number, date & time of autopsy, performed by, witnessed by, body released to, etc.).
- I. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.

Information - Additional Terms and Conditions to Bidders:

1. Term of Contract:
The term of this contract is for a period of two (2) years, with the option of Hidalgo County to extend the contract for additional one (1) year period under the same bid prices, terms and conditions.
2. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day Grace Period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.
3. Hidalgo County reserves the right to terminate this agreement by giving contractor sixty (60) days written notice of such termination.
4. Bid Prices:
Prices bid are firm for the contract period (two (2) years) including any options to extend. No price increases are allowed.
5. Volume:
There is no guaranteed annual volume. Hidalgo County will seek use of the "facility" on an "As Needed Basis".
6. Bidder responsibilities for Facility:
 - a. Bidder will be responsible to maintaining the facility in a manner that will allow the performance of autopsies and all necessary and related services without delay. Bidder will comply with all federal, state, and local statutes, codes, and regulations governing such premises.
 - b. Facility shall have public bathrooms and be handicapped accessible.
 - c. Bidder shall provide insurance for the "Facility" against fire, accidents or natural disasters. Bidder shall maintain liability insurance on the premises. in the amounts and coverages specified in numbered paragraph six (6) hereof
 - d. Facility shall be in good working condition and be handicapped accessible to provide the services required.
 - e. The facility shall be free from rodents and insects . The facility shall have adequate air conditioning and heating available. Maintenance of air conditioning, heating, along with pest control will be responsibility of the contractor at the contractor's expense.
 - f. Facility shall have water, sewer, garbage pick-up in addition to electricity and/or natural gas.
7. Insurance:
The awarded bidder shall adhere to the following insurance requirements:
Property policy shall provide that any proceeds of loss or damage to buildings or to improvements shall be payable solely to Owner, which sum Owner shall use for repair and restoration purpose:
Applicable Coinsurance: 80%
8. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to autopsies and necessary related services being performed.
9. Each policy of insurance required shall extend for a period equivalent to or longer than the term of this contract, and any insurer hereunder shall be required to give at least thirty (30) days written

notice to the County prior to the cancellation of any such coverage on the termination date or otherwise.

10. The contract shall be automatically suspended upon the cancellation or other termination or of the required policy of insurance hereunder.

Revised COOP List / Commercial Service Agreement

CC CONSENT

Date: 03/02/2010
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.
2. Requesting approval to execute required commercial service agreement & authority to enter into a 36-months waste services (non-hazardous) agreement with Allied Waste Services for the Health & Human Services Department through requisition #168098 in the amount of \$77.57/mo. to service the Elsa Clinic located: 708 Edinburg St., Elsa, TX 78543 effective upon approval (0-1100-441-00-340-003-0-421);
3. Requesting authority to approve correct lease term of an Ikon copier lease agreement for Precinct 1 (Parks)" Correct lease term 48 months not 10 months as previously submitted/approved (cc 03-08-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: various
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

1. Authority to use Coop-vendors does not require funding at this time; funding is identified as purchases are made by user departments.
2. Health Clinics-Amount available for req #168098 is \$930.84 as of 2-26-10 for Allied Waste Services of RGV.
3. Pct. 1 Parks-Term correction to 48 months instead of 10 months. Amount available

for PO #634081 is \$1,440.00 as of 2-26-10 for Ikon Office Solutions, Inc. to cover year 2010 (12 months) of copier lease agreement.

Attachments

Link: [revised list](#)

Link: [Allied Waste Services Health Dept.](#)

Link: [Ikon Pct. 1 Term Correction](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/25/2010 02:25 PM	APRV
2	Budget & Management	Ivan Cantu	02/25/2010 04:13 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/26/2010 08:11 AM	APRV
4	Auditor's Office		02/26/2010 05:23 PM	NEW

Form Started By: Matilde Faz
Started On: 02/24/2010 09:03 AM
Final Approval Date: 02/26/2010

Commissioners Court Approved Cooperative Vendors List

“EXHIBIT A”

Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor* Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insko Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07

Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48"	505-A2 665-A2
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236 235 838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 890
SHI Government Solutions	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-711030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Datum Filing Systems Inc.	Office Furniture	5-711010

Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08

***Denotes: New Vendor added for approval**

Consent
#20087
3/2/2010

Date: 01/06/10

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Vendor : 318973

ALLIED WASTE SERVICES OF RIO GRANDE
9402 W. EXPRESSWAY 83
HARLINGEN TX 78552

Special Instructions:

Authorized By: _____

1304 S. 25th Ave.
Edinburg, Texas 78542

TERMS AND CONDITIONS FOR SERVICE AGREEMENT (Continued from other side)

SERVICES -Customer grants to Allied Waste Service of RIO GRANDE VALLEY (referred to in the remainder of this contract as COMPANY) the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

TERM-The initial term of this agreement shall start on the date of this agreement and continue for 36 months thereafter. This agreement shall automatically renew for successive 36 month terms unless either party gives written notice of termination to the other at least 60 days before the end of the then current term. Any notice of termination under this agreement by customer shall be void unless sent via certified mail, return receipt requested and actually received by company.

WASTE MATERIALS -The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE -Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

PAYMENTS -Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice.

At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS -Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICES CHANGES -The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT ACCESS -Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, **DAMAGE TO PAVEMENT** -Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION -If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION -In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION -If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT -Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE -Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEY'S FEES -If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS -This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and insure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

CUSTOMER SIGNATURE:

Print Name: Rene Ramirez
County Judge

DATE:

3/2/2010

AI-2737
IKON/XEROX AGREEMENTS
CC CONSENT

6.A.

Date: 03/08/2007
 Submitted By: Priscilla Torres, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to enter into a 10 month upgrade copier rental/maintenance agreement for Pct.#1 with IKON in the amount of \$120.00 per month for Requisition # 105701.
2. Requesting authority to enter into a 48 month upgrade copier rental/maintenance agreement for Veterans Service Office with IKON in the amount of \$210.00 per month for Requisition # 105440.
3. Requesting authority to lease copier for JP Pct. 2,Pl.2 through IKON in the amount of \$143.00 per month (48 month lease) for requisition # 105225.
4. Requesting authority to enter into a 36 month copier rental/maintenance agreement for JP Pct.#3,Pl. 2 with Xerox in the amount of \$134.38 per month for Requisition # 105442.
5. Requesting authority to enter into a 36 month copier rental/maintenance agreement for Constable Pct. #3 with Xerox in the amount of \$134.38 per month for Requisition # 105436.
6. Requesting authority to enter into a 36 month copier rental/maintenance agreement for 92nd District Court with Xerox in the amount of \$134.38 per month for Requisition # 106106.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007	ACCT. #: 7-1211-452-00-121-013-0-442
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-444-00-370-001-0-442
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-412-00-064-001-0-442
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-412-00-066-001-0-442
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	
FISCAL YEAR: 2007	ACCT. #: 7-1100-421-00-293-001-0-442

FUNDS AVAILABLE Y/N?: y
BUDGETARY IMPACT:

MATCHING FUNDS Y/N?: n

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-001-001-0-442

FUNDS AVAILABLE Y/N?: y
BUDGETARY IMPACT:

MATCHING FUNDS Y/N?: n

Attachments

Link: [IKON/XEROX](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/01/2007 04:35 PM	APRV
2	Budget & Management	Dina Trevino	03/01/2007 04:58 PM	APRV
3	Dale Kennan	Dale Kennan	03/02/2007 10:38 AM	APRV
4	Auditor's Office	Linda Fong	03/02/2007 11:16 AM	APRV
5	Court Administrator	Monica Badillo	03/02/2007 03:32 PM	APRV

Form Started By: Priscilla Torres Started On: 02/28/2007 09:31 AM
Final Approval Date: 03/02/2007



STATE AND LOCAL GOVERNMENT

Product Schedule
Image Management Plus

Product Schedule Number: _____

State and Local Government

Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo County, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Hidalgo County				Hidalgo County, Pct. 1, Parks			
Customer (Bill to) Rte 1 Box 257-Z				Product Location			
Address EdCouch Hidalgo TX 78538				Address			
City		County		State		Zip	
Customer Contact Name: Santiago Zavala		Customer Telephone Number: 956-262-6585			Fax Number/E-mail Address:		

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Canon IR2230		

PAYMENT SCHEDULE

Minimum Term (mos.) 48	Cost Per Image \$	Cost of Additional Images \$ 0.0095	Guaranteed Minimum Monthly/Quarterly/Other Images 1,500	Meter Reading/Billing For Additional Images ____ Monthly ☒ Quarterly ____ Other
Minimum Payment Without Tax \$ 120.00	Payment Due ☒ Monthly _____ Quarterly Other _____		Advance Payment (with tax) \$ Apply to 1 st Payment Other _____	

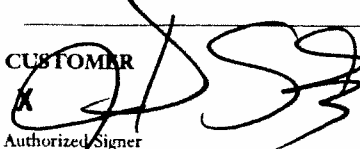
Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: Gold Entitlements

CUSTOMER


Authorized Signer
JUAN D. SALINAS III, HIDALGO CO. JUDGE
(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

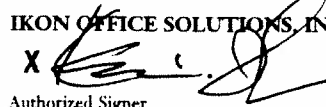

Authorized Signer
Tide: NAF Date: 3/15/07
(Authorized Signer's printed name)

Image Management Plus Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the term of the Schedule, unless agreed to in writing and signed by both parties.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products), ~~including~~ staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of

equipment may result in a higher or lower cost per image and payment. Image decreases are limited to 25% of the original Guaranteed Minimum Images.

UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the IKON Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.