

**AI-20260**

**2.A.**

**Intradepartmental transfer - 92nd District Court**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
 Submitted For: Dora Lopez  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - 92nd District Court (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-001-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 03/05/10.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 02:10 PM	APRV
2	JC Carreon	JC Carreon	03/05/2010 02:37 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Sylvia Solis  
 Started On: 03/05/2010 01:52 PM

Final Approval Date: 03/05/2010

**DATE:** March 5, 2010

**2010**  
Transfer



**DEPARTMENT HEAD:** Raul Silguero, Jr., Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for 92nd District Court

**ACCOUNT NUMBER:** 0-1100-412-00-001-001-0-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).

<b>FROM</b> OBJECT CODE	OBJECT DESCRIPTION	<b>TO</b> OBJECT CODE	OBJECT DESCRIPTION	<b>AMOUNT</b>
890	OTHER	611	POLICE SUPPLIES	216.70
<b>TOTAL</b>				<b>216.70</b>

**REASON:**  
**Intradepartmental Transfer to fund police supplies expenditures.**

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**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**DATE**

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**APPROVED COMMISSIONERS' COURT**

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**ATTEST COUNTY CLERK**

**AI-20174**

**2.B.**

**449th District Court**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Pete Lobato, 449TH DISTRICT COURT  
Submitted For: Pete Lobato  
Department: 449TH DISTRICT COURT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - 449th District Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-011-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
745-->583 \$ 2,264.00; funds available as of 03/04/2010

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Attachments

Link: [transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 08:12 AM	APRV
2	Ana Galvan	Anna Galvan	03/04/2010 01:13 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Pete Lobato  
Started On: 03/01/2010 03:31 PM

Final Approval Date: 03/05/2010

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## BUDGET INTRADEPARTMENTAL TRANSFER

DATE: March 1, 2010  
 DEPARTMENT HEAD: JUDGE JESSE CONTRERAS  
 DEPARTMENT NAME: 449TH DISTRICT COURT  
 ACCOUNT NUMBER: 0-1100-412-00-011-001-0-XXX  
 SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
745	COMPUTER EQUIPMENT	583	TRAVEL OUT OF COUNTY	\$ 2,264.00
			<b>TOTAL</b>	<b>\$ 2,264.00</b>

REASON: Transfer is needed to pay for travel expenditures of upcoming conferences.

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

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APPROVED COMMISSIONERS' COURT

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ATTEST COUNTY CLERK

**AI-20254**

**2.C.**

**Intradepartmental transfer - County Court At Law #2**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: County Court At Law #2  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - County Court At Law #2 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-022-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
890-->661 - \$ 190.00; Funding available as of 3/5/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 12:04 PM	APRV
2	Norma Silva	Norma Silva	03/05/2010 02:48 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Sylvia Solis  
Started On: 03/05/2010 11:12 AM

Final Approval Date: 03/05/2010

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**AI-20255**

**2.D.**

**Intradepartmental transfer - County Court At Law #5**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: County Court At Law #5  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - County Court At Law #5 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-025-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 03/05/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 12:25 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/05/2010 02:51 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Sylvia Solis  
Started On: 03/05/2010 11:23 AM

Final Approval Date: 03/05/2010

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**AI-20141**

**2.E.**

**Intradepartmental transfer - County Court At Law #6**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Frank Fuentes  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - County Court At Law #6 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-026-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 02/26/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/03/2010 10:07 AM	APRV
2	Budget & Management		03/05/2010 04:28 PM	PEND
3	Veronica Ortiz	Veronica Ortiz	03/05/2010 10:19 AM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Sylvia Solis Started On: 02/26/2010 09:53 AM  
Final Approval Date: 03/05/2010

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DATE: February 26, 2010

**2010**  
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #6

ACCOUNT NUMBER: 0-1100-412-00-026-001-0-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).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	619	OTHER MISC SUPPLIES	200.00
<b>TOTAL</b>				<b>200.00</b>

REASON:  
**Intradepartmental Transfer to fund expenditures for a TV Wall Mount.**

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DEPARTMENT HEAD SIGNATURE

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DATE

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APPROVED COMMISSIONERS' COURT

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ATTEST COUNTY CLERK

**AI-20264**

**2.F.**

**Intradepartmental transfer - Visiting Judges**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Visiting Judges (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-115-014-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 03/05/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/05/2010 02:42 PM	APRV
2	Ana Galvan	Anna Galvan	03/05/2010 04:19 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Sylvia Solis  
Started On: 03/05/2010 02:26 PM

Final Approval Date: 03/05/2010

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DATE: March 5, 2010

**2010**  
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Visiting Judges

ACCOUNT NUMBER: 0-1100-412-00-115-014-0-XXX

Contact Person: Sylvia 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).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	121	TEMP F/T EMPLOYEES	50,000.00
890	OTHER	220	FICA	10,000.00
<b>TOTAL</b>				<b>\$60,000.00</b>

REASON: **Transfer from OTHER to TEMP F/T EMPLOYEES and FICA in the amount of \$60,000.00 for salaries and related fringes.**

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Approved by

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

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APPROVED COMMISSIONERS' COURT

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ATTEST COUNTY CLERK

**AI-20195**

**2.G.**

**20195 3-2-2010 lit \$8,500.00**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Mary Garcia, TAX OFFICE  
Submitted For: Armando Barrera Jr  
Department: TAX OFFICE  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

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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:  
Availalbe account balance as of 3/3/2010

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Attachments

Link: [transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:26 AM	APRV
2	JC Carreon	JC Carreon	03/03/2010 10:44 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Mary Garcia  
Started On: 03/02/2010 04:09 PM

Final Approval Date: 03/05/2010

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DATE: March 2, 2010

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 0-1100-415-15-140-001-0xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:  
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 CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
341	Data Mgmt & Processing	664	Other Minor Equipment	2,000.00
341	Data Mgmt & Processing	743	Office Furniture & Equipment	6,500.00
584	Registration fees	811	Licenses & Permits	800.00
			TOTAL	9,300.00

REASON: **To purchase necessary items to operate County office.**

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-20216**

**2.H.**

**Line Item Transfer**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Edna Kirby, IT DEPARTMENT  
Submitted For: Renan Ramirez  
Department: IT DEPARTMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - I.T. Department (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 3/3/2010

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Attachments

Link: [Intra-Dept](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 03:56 PM	APRV
2	JC Carreon	JC Carreon	03/03/2010 04:35 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Edna Kirby  
Started On: 03/03/2010 03:32 PM

Final Approval Date: 03/05/2010

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**DATE:** March 9, 2010

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology Dept.

**ACCOUNT NUMBER:** 0-1100-415-00-200-002-0

**SUBJECT:** **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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.

<b>FROM OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>TO OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
336	IT COUNTY WIDE-COMPUTER SERVICES	431	IT COUNTYWIDE-BLDG&OTHR STRUC R&M SRV	\$17,565.12
<b>TOTAL</b>				<b>\$17,565.12</b>

**REASON:** **Tranfer monies to the correct object code to cover expenses**

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DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS' COURT

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DATE

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ATTEST COUNTY CLERK

**AI-20235**

**2.I.**

**Budget Line Item Transfer**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Edna Kirby, IT DEPARTMENT  
Submitted For: Renan Ramirez  
Department: IT DEPARTMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - I.T. Department (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
412-->640 - \$ 51.00; Funding available as of 3/4/10.

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Attachments

Link: [Intra-Dept](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 09:55 AM	APRV
2	Norma Silva	Norma Silva	03/04/2010 02:54 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Edna Kirby  
Started On: 03/04/2010 09:38 AM

Final Approval Date: 03/05/2010

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**AI-20241**  
**Copier Lease**  
**CC CONSENT**

**2.J.**

Date: 03/12/2010  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION  
2010 - J.P. 1/1 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-061-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 3/4/2010

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 02:04 PM	APRV
2	JC Carreon	JC Carreon	03/04/2010 02:42 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Angela Garcia

Started On: 03/04/2010 01:46 PM

Final Approval Date: 03/05/2010

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BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 03/04/10

DEPARTMENT HEAD: GILBERT SAENZ

DEPARTMENT NAME: J.P. 1/1

ACCOUNT NUMBER: 0-1100-412-00-061-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
442	EQUIP. & VEH. RENTAL	780	CAPITAL LEASES	\$1,531.70
			<b>TOTAL</b>	<b>1,531.70</b>

REASON: LEASE OF COPY MACHINE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-20198**

**2.K.**

**LIT**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Gloria Rodriguez, COUNTY JUDGE  
Submitted For: Fire Marshal's Office/Yolanda Orosco  
Department: COUNTY JUDGE  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
605-->432 \$ 200.00; funds available as of 03/04/2010

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:41 AM	APRV
2	Ana Galvan	Anna Galvan	03/04/2010 01:56 PM	APRV
3	Auditor's Office	Angela Garcia	03/05/2010 04:28 PM	APRV

Form Started By: Gloria Rodriguez  
Started On: 03/03/2010 08:39 AM

Final Approval Date: 03/05/2010

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**AI-20193**

**2.L.**

**transfer of funds - MC 2**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
Department: COMMISSIONERS' COURT EXEC. OFFICE  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Master Court #2 (1100)

BACKGROUND

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Fiscal Impact

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Attachments

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Link: [Intra](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 03:57 PM	APRV
2	Norma Silva	Norma Silva	03/04/2010 10:39 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Monica Badillo  
Started On: 03/02/2010 03:52 PM  
Final Approval Date: 03/05/2010

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**AI-20181**

**2.M.**

**Health Division - Adm Line Item Trf**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Health & Human Services Dept. Adm. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03-05-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 02:49 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/05/2010 10:20 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Dan Beltran Started On: 03/02/2010 11:05 AM

Final Approval Date: 03/05/2010

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**AI-20211**

**2.N.**

**Intradepartmental Transfer**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Nielda Cavazos, PURCHASING DEPT.  
Submitted For: Nielda Cavazos  
Department: PURCHASING DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Purchasing (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03-05-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 02:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/05/2010 10:31 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Nielda Cavazos  
Started On: 03/03/2010 01:34 PM

Final Approval Date: 03/05/2010

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**AI-20217**

**2.0.**

**Intra Dept. Transfer 3/12/10**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Stephanie Palacios, DISTRICT CLERK  
Submitted For: Laura Hinojosa  
Department: DISTRICT CLERK  
Agenda Category: 2010 Intradepartmental Transfers

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**Information**

**CAPTION**

2010 - District Clerk (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-090-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 3/4/2010

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**Attachments**

Link: [LIT 3.3.10](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	03/04/2010 09:51 AM	APRV
2	JC Carreon	JC Carreon	03/04/2010 02:31 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Stephanie Palacios  
Started On: 03/03/2010 03:49 PM  
Final Approval Date: 03/05/2010

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**DATE:** March 3, 2010

**ELECTED OFFICIAL:** Laura Hinojosa

**DEPARTMENT NAME:** District Clerk

**ACCOUNT NUMBER:** 0-1100-412-00-090-001-0-XXX

**SUBJECT:** **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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.

<b>FROM OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>TO OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
336	Computer Services	532	Wireless Devices	\$660.00
336	Computer Services	748	Other Equipment	\$1,600.00
<b>TOTAL</b>				<b>\$2,260.00</b>

**REASON:** **Transfer monies to the correct object code to cover expenses.**

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

**AI-20209**

**2.P.**

**Line Item Transfer**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Virginia Rodriguez, SHERIFF DEPT.  
Submitted For: Virginia Rodriguez  
Department: SHERIFF DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Sheriff's Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
BUDGETARY IMPACT:  
Available account balance as of 3/5/2010

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	03/03/2010 02:42 PM	APRV
2	Budget & Management	Angela Garcia	03/05/2010 02:28 PM	APRV
3	JC Carreon	JC Carreon	03/05/2010 02:46 PM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Virginia Rodriguez Started On: 03/03/2010 01:31 PM  
Final Approval Date: 03/05/2010

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DATE: 3/2/2010  
 DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO  
 DEPARTMENT NAME: SHERIFF'S OFFICE  
 ACCOUNT NUMBER: 0-1100-421-00-280-001-0-

**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)	AMOUNT
0-1100-421-00-280-001-0-534	INTERNET SERVICES	→	0-1100-421-00-280-001-0-532	WIRELESS DEVICES	\$90,934.08
0-1100-421-00-280-001-0-601	OFFICE SUPPLIES	→	0-1100-421-00-280-001-0-619	OTHER MISC. SUPPLIES	\$200.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>\$91,134.08</b>

**REASON:**  
 FUNDS ARE NEEDED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-20240**

**2.Q.**

**Line Item Transfer**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Emilia Uriegas, SHERIFF DEPT.  
 Submitted For: Anacleto Martinez  
 Department: SHERIFF DEPT.  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - Sheriff's Office LBSP (1284)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1284-421-00-280-057-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 #260-->#211 \$1,800.00; available balance as of 03/03/10 \$3,213.23

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Angela Garcia	03/05/2010 10:42 AM	APRV
2	Budget & Management	Erika Zamora	03/05/2010 11:59 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	03/05/2010 12:19 PM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW
Form Started By: Emilia Uriegas			Started On: 03/04/2010 10:40 AM	
Final Approval Date: 03/05/2010				

DATE: March 03, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: LBSP

ACCOUNT NUMBER: 0-1284-421-00-280-057-0

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
0-1284-421-00-280-057-0-260	Workers' Compensation	→	0-1284-421-00-280-057-0-211	Health Insurance	1,800.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>\$1,800.00</b>

REASON: To provide additional funding of expense during grant's fiscal year.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-20230**

**2.R.**

**Constable Precinct 3 Line Item Transfer**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Rachel Cavazos, CONSTABLE PCT. #3  
 Submitted For: Larry Gallardo  
 Department: CONSTABLE PCT. #3  
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-293-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

432-->601 \$ 1,000.00; funds available as of 03/05/2010  
 432-->619 \$ 800.00; funds available as of 03/05/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 09:54 AM	APRV
2	Ana Galvan	Anna Galvan	03/05/2010 11:44 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Rachel Cavazos Started On: 03/03/2010 05:08 PM  
 Final Approval Date: 03/05/2010



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APPROVED COMMISSIONERS' COURT

DATE

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ATTEST COUNTY CLERK

**AI-20218**

**2.S.**

**2010 - Pct # 1 Parks (1211)**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Robert Elizondo, COMM. PCT. #1  
 Department: COMM. PCT. #1  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - Pct. #1 Parks (1211)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1211-452-00-121-013-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 890-->748 \$ 3,500.00; funds available as of 03/05/2010

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 04:19 PM	APRV
2	Ana Galvan	Anna Galvan	03/05/2010 10:26 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Robert Elizondo  
 Started On: 03/03/2010 03:57 PM  
 Final Approval Date: 03/05/2010



**AI-20191**

**2.T.**

**INTRA - BCAP (1311) - NORTHSIDE VILLAGE #2 SUBDIVISION PRECINCT**

**No. 2**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
 Submitted For: Agapito Vargas  
 Department: COLONIA ACCESS PROGRAM  
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1311-431-00-122-503-1-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 3/2/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 03:56 PM	APRV
2	JC Carreon	JC Carreon	03/02/2010 04:51 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Marcie Jackson  
 Started On: 03/02/2010 03:14 PM  
 Final Approval Date: 03/05/2010



AI-20192

2.U.

**INTRA - BCAP (1311) - LA HOMA RD N Subdivision Precinct. No. 3  
CC CONSENT**

Date: 03/12/2010  
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
Submitted For: Agapito Vargas  
Department: COLONIA ACCESS PROGRAM  
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-384-1-734  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
734-->731 \$ 7,373.00; funds available as of 03/04/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 03:57 PM	APRV
2	Ana Galvan	Anna Galvan	03/04/2010 01:46 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Marcie Jackson  
Started On: 03/02/2010 03:15 PM

Final Approval Date: 03/05/2010

DATE: March 2, 2010

**2010**  
Transfer



DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 3 BCAP- (1311)

ACCOUNT NUMBER: 0-1311-431-00-123-384-1-734

AI-20192      03/12/10

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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 CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
734	LA HOMA RD N S/D-SUBDIVISION STREETS	731	LA HOMA RD N S/D-ROADS & ROAD IMPROVEMENTS	\$7,373.00
<b>TOTAL</b>				<b>7,373.00</b>

REASON:  
Transfer needed, object code 734 is no longer used for BCAP projects.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-20206**

**2.V.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Pct. #3 Parks (1213)

BACKGROUND

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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:  
673-->550 - \$ 500.00; Funding available as of 3/4/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 02:15 PM	APRV
2	Norma Silva	Norma Silva	03/04/2010 11:43 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Norma Ceballos

Started On: 03/03/2010 12:04 PM

Final Approval Date: 03/05/2010

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# INTRA-DEPARTMENTAL TRANSFER

DATE: March 9, 2010

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 0-1213-452-00-123-008-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
673	Pct #3 Parks- R&M Supplies	550	Pct #3 Parks- Printing & Binding	\$ 500.00
<b>TOTAL</b>				<b>\$ 500.00</b>

REASON: Expected Expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-20135**

**2.W.**

**Pct. #4 R&B (1204)**

**CC CONSENT**

Date: 03/12/2010  
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 2/26/2010

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/25/2010 04:24 PM	APRV
2	Veronica Ortiz	Monica Badillo	02/26/2010 10:17 AM	APRV
3	Manuel Chapa	Monica Badillo	02/26/2010 10:21 AM	APRV
4	JC Carreon	JC Carreon	02/26/2010 10:57 AM	APRV
5	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Jr. Munoz  
Started On: 02/25/2010 02:52 PM  
Final Approval Date: 03/05/2010

Revised Transfer

DATE: 03/11/10 AI#

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 0-1204-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph#: 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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.

Table with 5 columns: FROM, OBJECT NAME, TO, OBJECT NAME, AMOUNT. Row 1: 890, Other, 343, Laundry & Dry Cleaning, 1,100.00. Row 2: TOTAL, 1,100.00.

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-20188**

**2.Y.**

**Pct. #4 R&B (1204)**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

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

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->346 - \$ 15,058.63; Funding available as of 3/4/10.  
890-->672 - \$ 20,000.00; Funding available as of 3/4/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 02:49 PM	APRV
2	Norma Silva	Norma Silva	03/04/2010 10:15 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Jr. Munoz

Started On: 03/02/2010 02:30 PM

Final Approval Date: 03/05/2010

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**AI-20221**

**2.Z.**

**Pct. #4 Landfill (1100)**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Pct. #4 Landfill (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-124-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 03-05-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 04:53 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/05/2010 10:33 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Jr. Munoz  
Started On: 03/03/2010 04:20 PM

Final Approval Date: 03/05/2010

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**AI-20213**

**3.A.**

**Interdepartmental Transfer - Pct.2 Adm Building and other buildings**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

Pct. #2 CO 2004 Series (1334):  
Approval of 2010 interdepartmental transfer within Certificate of Obligation Series 2004, from Pct.#2 Buildings (prog 021) into Pct.#2 WIC/HHS (prog 041) and Pct.#2 Tax Office (prog 042) in the total amount of \$18,640.56.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1334-431-00-122-021-0-720  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 03/04/10.

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Attachments

Link: [Interdept transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/04/2010 04:17 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 04:39 PM	APRV
3	Olga Garza	Olga Garza	03/05/2010 10:11 AM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Rolando Garcia Started On: 03/03/2010 02:46 PM  
Final Approval Date: 03/05/2010

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AI-20243

3.B.

**Inter-Departmental Transfer for Tower Rd Crossing Drainage Project  
(#C-10-032-02-16)**

**CC CONSENT**

**Date:** 03/12/2010  
**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 Project (program 034) & (program 031) into Tower Road Crossing Drainage (program 050) for Drain Ditches in the amount of \$80,000.00

**BACKGROUND**

Tower Road Crossing Drainage Improvements Project Construction Contract (#C-10-032-02-16) approved on CCM 03/02/2010 #23/C/1/AI-19981.

**Fiscal Impact**

**FISCAL YEAR:** 2010                      **ACCT. #:** 0-1339-431-00-122-XXX-X-XXX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available (\$154,625.77) as of 03/04/2010  
0-1339-431-00-122-034-0-742----->0-1339-431-00-122-050-0-733 in the amount of \$30,000.00

Funding available (\$93,628.85) as of 03/04/2010  
0-1339-431-00-122-031-0-733 -----> 0-1339-431-00-122-050-0-733 in the amount of \$50,000.00

JE-00480 CCM 02/16/2010 \$50,000 was intended for this project.

**Attachments**

Link: [interdept transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 04:40 PM	APRV
2	Roland Garcia	Rolando Garcia	03/05/2010 03:15 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Yolanda  
Cisneros

Started On: 03/04/2010 03:09  
PM

Final Approval Date: 03/05/2010

---

DATE: March 4, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: **Hidalgo County Precinct No.2  
CO 2009 Pct2 Drain Improvement**

ACCOUNT NUMBER: 0-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros  
Ph#: 956-787-1891 Ext. 2002

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).

**2010**  
Transfer

AI-20243



ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1339-431-00-122-034-0-742	CO2009 PCT2 DRAIN IMPRV- HEAVY EQUIPMENT	(30,000.00)
0-1339-431-00-122-031-0-733	CO2009 PCT2 TOWER RD - DRAINAGE DITCHES	(50,000.00)
0-1339-431-00-122-050-0-733	CO2009 PCT2 TOWER RD CROSSING- DRAINAGE DITCH	80,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		-

**REASON:**  
Transfers to cover **APPROVED CONTRACT (CCM 03/02/2010 #23/C/1/AI-19981)** for Total Commitment, LLC for Tower Road Crossing Drainage Improvements project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

**AI-20196**

**5.A.**

**January 2010 Fee Report**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Norma Martinez, DISTRICT CLERK  
Submitted For: Norma Martinez  
Department: DISTRICT CLERK  
Agenda Category: Monthly Fee Reports

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**Information**

**CAPTION**

District Clerk:  
Approval of January 2010 Monthly Fee Report.

**BACKGROUND**

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**Fiscal Impact**

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

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**Attachments**

Link: [District Clerk Jan 2010 Fee Report](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management		03/05/2010 04:28 PM	PEND
2	Sylvia Solis	Sylvia Solis	03/03/2010 02:05 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Norma Martinez  
Started On: 03/03/2010 08:05 AM  
Final Approval Date: 03/05/2010

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HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF JANUARY 2010

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))

			# OF CASES				
DIVORCE & FAMILY LAW CASES	\$ 10,405.00						
LESS: PARTIAL PAYMENT	\$ 10.00	\$ 10,395.00	# 231	X \$45.00	= \$ 10,395.00	1100-207-20-000-051-0-000	\$ 10,395.00
OTHER THAN DIVORCE/FAMILY	\$ 15,610.00						
LESS: PARTIAL PAYMENT	\$ 160.00	\$ 15,450.00	# 309	X \$50.00	= \$ 15,450.00	1100-207-20-000-052-0-000	\$ 15,450.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))							
DIVORCE & FAMILY LAW CASES	\$ 210.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 210.00	# 42	FAMILY X \$5.00 =	\$ 210.00		
OTHER THAN DIVORCE/FAMILY	\$ 1,010.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 1,010.00	# 101	CIVIL X \$10.00 =	\$ 1,010.00	1100-207-20-000-050-0-000	\$ 1,220.00

JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05 # 13 CASES	= \$ 481.00						
JUDICIAL SUPPORT FEE (LGC 133.154) @\$42.00AFTER 1/1/08. # 517 CASES	= \$ 21,714.00					1100-207-20-000-055-0-000	\$ 22,363.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@\$15.00						1100-341-10-090-011-0-000	\$ 2,850.00

CLERK COST (GC 51.317(b)(1)&(b-1))	\$ 27,108.00	\$50<=10, \$75(11-25), \$100(26-100), \$125(101-500), \$150(501-1000) \$200>1000
OTHER CLERK COST (GC51.317-319)	\$ 18,729.00	
TIME PAYMENT (LGC 133.103) @\$10.00	\$ 1,457.49	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))	\$ 6,303.10	
OTHER FEES:		
REGISTRY ADMINISTRATION FEE (LGC 117.055)	\$ 638.20	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)	\$ 1,457.32	
NSF CHECK FEE (LGC 118.141)	\$ 30.00	

TOTAL CLERK'S FEES..... 1100-341-10-090-001-0-000 \$ 55,723.11

INTEREST EARNED FOR THE MONTH OF JANUARY 2010

COURT FEES:							
DISTRICT ATTORNEY (CCP 102.008)						1100-361-11-000-005-0-000	\$ -
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)						1100-341-10-090-007-0-000	\$ 159.59
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @\$150.00						1100-341-10-090-008-0-000	\$ 1,527.76
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @ \$ 2.50						1100-341-10-000-003-0-000	\$ -
TIME PAYMENT (LGC 133.103) @ \$12.50						1100-341-10-090-002-0-000	\$ 364.37
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@\$2.00						1100-207-20-000-005-0-000	\$ 1,821.86
APPELLATE JUD. SYS. FUND (GC 22.2141) @\$5.00						1100-341-10-090-003-0-000	\$ 2,886.00
MASTER COURT FEES (14.82gFC) @\$7.00						1100-207-20-000-001-0-000	\$ 2,175.00
JURY FEES (CCP 102.004) @\$30.00						1100-341-10-090-004-0-000	\$ -
PASSPORT EXECUTION FEE @\$25.00						1100-341-10-090-006-0-000	\$ 4,335.78
PASSPORT PHOTO FEE @\$15.00						1100-341-10-090-013-0-000	\$ 3,625.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ \$5.00						1100-341-10-090-014-0-000	\$ 735.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)						1100-341-10-090-015-0-000	\$ 2,670.00
SHERIFF FEES (CCP 102.011) \$ 13,321.00						1100-341-10-090-016-0-000	\$ 3,125.00
SHERIFF FEES (HCSO) \$ 4,181.81							
CONSTABLE FEES(CCP 102.011)							
				PCT. 1		1100-342-10-090-001-0-000	\$ 17,502.81
				PCT. 2		1100-342-10-291-000-0-000	\$ -
				PCT. 3		1100-342-10-292-000-0-000	\$ -
				PCT. 4		1100-342-10-293-000-0-000	\$ -
				PCT. 5		1100-342-10-294-000-0-000	\$ -
						1100-342-10-295-000-0-000	\$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)						1100-351-20-090-001-0-000	\$ 17,024.60
FINES (LGC 113.004)						1200-351-10-090-000-0-000	\$ 77,539.40
BOND FORFEITURES (CCP 22.16)						1200-352-10-090-001-0-000	\$ 36,927.24
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)						1241-341-10-090-001-0-000	\$ 2,970.55
# _____ CIVIL FILINGS X \$5.00 = \$ 2,270.00							
# _____ FELON. CONV. X \$5.00 = \$ 700.55							
# _____ MISD. CONV. X \$3.00 = \$ -							
COUNTY RECORDS PRESERVATION (GC 51.708)						1238-341-10-090-001-0-000	\$ 4,020.00
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)						1238-341-20-090-001-0-000	\$ 5,846.82
# _____ CIVIL FILINGS X \$5.00 = \$ 2,700.00							
# _____ CRIM. CONV. X \$22.50 = \$ 3,146.82							
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))						1235-341-10-090-000-0-000	\$ 3,014.59
# _____ CIVIL FILINGS X \$5.00 = \$ 2,685.00							
# _____ CRIM. FILINGS X \$2.50 = \$ 329.59							
COURT REPORTER SERVICE FEE (GC 51.601) @\$15.00						1239-341-10-090-001-0-000	\$ 6,979.47
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @\$5.00						1240-341-10-090-001-0-000	\$ -
LAW LIBRARY FEES (LGC 323.023) @\$30.00						1247-341-10-090-001-0-000	\$ 13,687.00

OTHER COURT FEES:

CRIMINAL CLERK FEE (CCP ART. 102.005)	\$ 5,574.83
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	\$ 1,007.86
CRIME STOPPERS - ADULT PROBATION DEPT.	\$ 29.14
MOTHERS AGAINST DRUNK DRIVING	\$ 12.70
WOMEN TOGETHER EMERGENCY SHELTER	\$ 1.75
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 500.00

SUBTOTAL	\$ 7,126.28
LESS: LAW ENFORCEMENT LAB COSTS	\$ (1,007.86)
LESS: CRIME STOPPERS	\$ (29.14)
LESS: MOTHERS AGAINST DRUNK DRIVING	\$ (12.70)
LESS: WOMEN TOGETHER EMERGENCY SHELTER	\$ (1.75)
LESS: ESTRELLA'S HOUSE	\$ -
LESS: ATTORNEY AD-LITEM	\$ (500.00)
TOTAL OTHER COURT FEES	\$ 5,574.83

*MDM*

**HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT**  
**PAGE 2 OF 3**  
**FOR THE MONTH OF JANUARY 2010**

CONSOLIDATED COURT COST(LGC133.102) 1/1/04  
 FEL@\$133.00 A&B MISD@\$83.00 MISD@\$40.00 1100-207-20-000-015-0-000 \$ 17,375.64  
 9/1/97-12/31/03 (CCP102.075(a))  
 FEL@\$80.00 A&B MISD@40.00 MISD@\$17.00

CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ \$20.00 MISD @ \$10.00	1100-207-20-000-003-0-000	\$ 26.90
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @ \$30.00	1100-207-20-000-006-0-000	\$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @ \$25.00	1100-207-20-000-008-0-000	\$ 33.62
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93 @ \$1.00, 8/30/93-8/31/95 @ \$1.50 9/1/95-8/31/97 @ \$3.50	1100-207-20-000-011-0-000	\$ 2.17
CRIME STOPPERS (CCP 102.013) @ \$2.00	9/1/89-8/31/97 @ \$2.00	1100-207-20-000-014-0-000	\$ 2.66
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	\$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @ \$0.25, 9/1/01-12/31/03 @ \$0.50	1100-207-20-000-007-0-000	\$ 3.27
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @ \$5.00	1100-207-20-000-009-0-000	\$ 32.27
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @ \$20.00 MISD @ \$15.00 9/1/93-12/31/03 FEL @ \$45.00 MISD @ \$35.00	1100-207-20-000-017-0-000	\$ 322.64
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @ \$1.00, 8/31/99-12/31/03 @ \$2.00	1100-207-20-000-027-0-000	\$ 14.68
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ \$0.50	1100-207-20-000-029-0-000	\$ 2.82

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)

DPS: @ \$35.00	1100-207-20-000-019-0-000	\$ 600.75
TABC: @ \$35.00	1100-207-20-000-020-0-000	\$ -
P&W: @ \$35.00	1100-207-20-000-021-0-000	\$ -

DNA TESTING FEE (CCD 102.020, GC 411.1471(a)(1) or (a)(2) \$250.00, GC 411.1471(a)(3) \$50.00) 1100-207-20-000-030-0-000 \$ 1,080.71

JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ \$20.00 1100-207-20-000-033-0-000 \$ -

JURY SERVICE FUND (SB 1704) @ \$4.00 1100-207-20-000-053-0-000 \$ 514.08

JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @ \$3.40 1100-207-20-000-054-0-000 \$ 647.98

JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @ \$0.60 1100-341-10-090-009-0-000 \$ 76.46

STATE TRAFFIC FEE (TRC 542.4031) AFTER 9/1/03 @ \$30.00 1100-207-20-000-035-0-000 \$ -

NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases AFTER 9/1/03 @ \$28.00 1100-207-20-000-037-0-000 \$ 616.00

EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021) AFTER 1/1/06 @ \$30.00 1100-341-10-090-010-0-000 \$ -

DRUG COURT FEE-COUNTY (CCP 102.0178) AFTER 6/15/07 1100-341-10-090-012-0-000 \$ 1,400.25

DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07 1100-207-20-000-058-0-000 \$ 1,400.25

EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49) AFTER 1/1/04 @ \$100.00 1100-207-20-000-038-0-000 \$ 1,979.26

INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107) AFTER 1/1/08 @ \$ 2.00 1100-207-20-000-059-0-000 \$ 218.18

COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186) AFTER 1/1/06 @ \$100.00 1234-341-10-090-000-0-000 \$ 321.00

MENTAL HEALTH EXPERTS COMPENSATION 1100-360-00-000-000-0-000 \$ -

RESTITUTION FEE / STATE (CCP 42.037) AFTER 1/1/06 @ \$6.00 \$ -

RESTITUTION FEE / COUNTY (CCP 42.037) AFTER 1/1/06 @ \$6.00 \$ -

DUE TO GENERAL (95' COMPTROLLER AUDIT) 1100-360-00-000-000-0-000 \$ -

**TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER 1100-227-30-000-019-0-000 \$ 349,185.37**

TOTAL CASH RECEIVED		\$ 355,182.43
LESS: AMOUNT PAID TO COUNTY TREASURER	\$ 349,185.37	
AMOUNT DUE TO COUNTY TREASURER	\$ -	
AMOUNT OVERPAID TO COUNTY TREASURER	\$ -	
OTHER DISBURSEMENTS	\$ 828.00	
<b>TOTAL DISBURSEMENTS</b>		<b>\$ 350,013.37</b>
<b>NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT</b>		<b>\$ 5,169.06</b>

**PROOF:**

AMOUNT RECEIVED:	\$ 3,543.61
AMOUNT LIQ.:	\$ (96.00)
PARTIAL PAYMENT: DISTRICT & FAMILY LAW CASES	\$ 10.00
PARTIAL PAYMENT: OTHER THAN DIVORCE/FAMILY LAW CASES	\$ 160.00
PARTIAL PAYMENT: INDIGENT LEGAL SERVICE FEE	\$ -
CRIME STOPPERS (ADULT PROBATION):	\$ 29.14
LAW ENFORCEMENT LAB COSTS (DPS):	\$ 1,007.86
MOTHERS AGAINST DRUNK DRIVING	\$ 12.70
WOMEN TOGETHER EMERGENCY SHELTER	\$ 1.75
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 500.00
ADULT PROBATION:	\$ -
SHORTAGE/OVERAGE	\$ -
<b>NET AMOUNT</b>	<b>\$ 5,169.06</b>

*Handwritten initials: HDM*

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT  
PAGE 3 OF 3  
FOR THE MONTH OF JANUARY 2010

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	02/18/10	37631	\$ 84,270.66	0
CIVIL2)	02/18/10	37632	\$ 44,179.90	0
CIVIL3)	2/23/10	0-37630	\$ 35,352.54	0
CIVIL4)		0-	\$ 47,167.52	0
CIVIL5)		0	\$ -	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CRM1)	02/08/10	37614	\$ 24,477.00	135350
CRM2)	02/08/10	37615	\$ 10,422.25	135351
CRM3)	02/09/10	37616	\$ 24,033.50	135352
CRM4)	02/10/10	37620	\$ 10,701.55	135367
CRM5)	02/10/10	37619	\$ 22,235.45	135385
CRM6)	02/09/10	37617	\$ 11,458.50	135353
CRM7)	02/10/10	37621	\$ 21,376.50	135386
CRM8)	02/09/10	37618	\$ 13,510.00	135354
CRM9)			\$ -	0
CRM10)			\$ -	0

TOTAL AMOUNT OF REMITTANCES

=====

\$ 349,185.37

=====

PREPARED BY: V. Dimples 2/25/10  
BOOKKEEPER DATE

REVIEWED BY: Howard D. ... 2/25/10  
ACCOUNTANT DATE

[Signature] 2/26/10  
INTERNAL AUDIT

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

[Signature] 2/26/10  
DISTRICT CLERK SIGNATURE DATE

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

2009 Fee and Court Cost Annual Reports

CC CONSENT

Date: 03/12/2010
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Category: Monthly Fee Reports

Information

CAPTION

County Clerk:
Approval of 2009 Annual Fee Reports

BACKGROUND

Fiscal Impact

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

Attachments

- Link: Coversheet
Link: Fee Account
Link: Criminal Court Cost
Link: Civil Probate Court Cost

Form Routing/Status

Table with 5 columns: Route, Seq, Inbox, Approved By, Date, Status. Rows include Budget & Management, Sylvia Solis, and Auditor's Office.

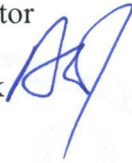
Form Started By: Delia Rodriguez
Started On: 03/03/2010 10:16 AM

Final Approval Date: 03/05/2010



**ARTURO GUAJARDO, JR.**

**HIDALGO COUNTY CLERK**

TO: Monica Badillo, Agenda Coordinator  
FROM: Arturo Guajardo, Jr., County Clerk   
DATE February 26, 2010  
SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for March 09, 2010.

FEE AND COURT COST ANNUAL REPORTS FOR JANUARY THRU  
DECEMBER, 2009

AS FOLLOWS:

FEE ACCOUNT	\$ 3,448,457.42
CRIMINAL COURT COST	\$ 1,665,608.64
CIVIL & PROBATE COURT	<u>\$ 1,240,913.87</u>
TOTALS JANUARY THRU DECEMBER 2009 COLLECTIONS	<u>\$ 6,354,979.93</u>

If you have any questions please do not hesitate to contact me.

AG/bs

**COUNTY CLERK ANNUAL FEE REPORT**

JANUARY  
2009

\*\*\*\*COUNTY CLERK FEE ACCOUNT\*\*\*\*

RECORDING FEES/LGC 118.013, 118.011, 212.004, BCC 36.10.....		\$1,481,929.60	
MARRIAGE LICENSES/LGC 118.018 (TOTAL).....		\$124,652.50	
STATE COMPTROLLER			
MARRIAGE LICENSE.....	# Filed 4098	\$122,940.00	
BIRTH CERTIFICATES.....	# Filed 12182	\$21,927.60	
BIRTH DSHS.....	# Filed 456	\$834.48	
DECLARATION OF INFORMAL MARRIAGE.....	# Filed 137	\$1,712.50	
UCC-FINANCING STATEMENTS/BCC 9.403.....		\$14,190.00	
LAMINATION.....		\$1,372.00	
VITAL STATISTICS/LGC 118.015.....			
CERTIFIED COPIES/LGC 118.014.....		\$416,099.92	
RETURNED CHECK CHARGE/LGC 118.0215.....		\$545.00	
REFUNDS.....		\$18,169.65	
BEER & WINE PERMITS/ABC 61.31.....		\$0.00	
PRINTER FEES/ABC 61.38.....		\$24,846.40	
RECEIVED ON ACCOUNT.....		\$780,901.67	
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....		\$523,524.80	
DIGITAL IMAGE FEES.....		\$37,500.00	
CC RECORDS ARCHIVES FEE LGC 118.025.....		\$567,046.00	
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$108,784.00	
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$20,429.00	
OVER/(SHORT).....		\$0.00	
INTEREST EARNED.....		\$0.00	
ADJUSTMENTS.....		\$0.00	
TOTAL CHARGES AND COLLECTIONS.....			\$4,267,405.12
LESS:			
CHARGES ON ACCOUNT.....			\$775,097.17
TOTAL DEPOSITED IN BANK.....			\$3,492,307.95
LESS:			
PRINTERS FEES/ABC 61.38.....		\$24,846.40	
BIRTH DSHS.....		\$834.48	
REFUNDS.....		\$18,169.65	
OVER/(SHORT).....		\$0.00	
SUBTOTAL.....			\$43,850.53
DUE TO TREASURER.....			\$3,448,457.42
DISTRIBUTION:			
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$2,044,593.52	
INTEREST EARNED.....	1100-361-11-000-006-0-000	\$0.00	
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....	1237-341-10-180-000-0-000	\$523,524.80	
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$37,500.00	
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$567,046.00	
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$108,784.00	
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$122,940.00	
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$21,927.60	
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$1,712.50	
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$20,429.00	
DISTRIBUTION TOTAL:		\$0.00	\$3,448,457.42

COUNTY AUDITOR'S FORM: ARS-CC-002, PART I  
REVISED 2004

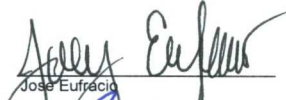
PREPARED BY: Mary Coellar 02/25/10  
MARGY COELLAR DEPUTY CLERK DATE

APPROVAL: Arturo Guajardo, Jr. 02/25/10  
COUNTY CLERK ARTURO GUAJARDO, JR. DATE

**HIDALGO COUNTY CLERK  
CRIMINAL COURT COST  
ANNUAL REPORT 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015 .....	1100-341-10-180-002-0-000	\$104,129.28
Sheriff/CCP 102.011 .....	1100-342-10-180-001-0-000	\$36,069.02
District Attorney/CCP 102.008 .....	1100-341-10-180-009-0-000	\$65,086.44
Fines/LGC 113.004 .....	1200-351-10-180-000-0-000	\$707,983.29
Trial Fees/CCP 102.003 .....	1100-341-10-180-006-0-000	\$10.00
Stenographer/GC 25.1102f .....	1100-341-10-180-006-0-000	\$52,030.53
Crim. Just. Plan Fd./CCP 102.051 MISD @ \$ 5.00, @ \$10.00 .....	1100-207-20-000-003-0-000	\$0.00
L.E.O.S.E/GC415.082 .. MISD @ \$1.00 @ \$1.50, @ \$3.50 .....	1100-207-20-000-011-0-000	\$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @ \$3.00, @ \$5.00 @ \$10.00, @ \$12.50, @ \$15.00, @ \$35.00 (CVC) .....	1100-207-20-000-017-0-000	\$462.14
Arrest Fees - State Agency/CCP 102.011 .....		
D.P.S. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00 .....	1100-207-20-000-019-0-000	\$2,673.01
T.A.B.C. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00 .....	1100-207-20-000-020-0-000	\$311.73
Jury Service Fee .....	1100-207-20-000-053-0-000	\$10,232.53
Jury - County Clerk .....	1100-341-10-180-008-0-000	\$225.88
Jud. & Cr. Personnel Tr. Fd./GC56.001 MISD @ \$1.00 .....	1100-207-20-000-027-0-000	\$26.40
Probate Judge Education Fd/LGC 118.064 .....	1100-341-10-180-007-0-000	\$0.00
Crime Stoppers Assistance Fund/CCP102.013 .....	1100-207-20-000-014-0-000	\$0.00
State General Revenue/CCP102.015 .. MISD @ \$2.50 .....	1100-207-20-000-010-0-000	\$64.50
Comp. Rehab Fund/CCP 102.081 MISD @ \$5.00, @ \$25.00 .....	1100-207-20-000-008-0-000	\$0.00
Breath Alcohol Testing/CCP102.016 .....	1100-207-20-000-006-0-000	\$22.50
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00 .....	1238-341-20-180-001-0-000	\$58,425.50
Records Management Preservation - CC .....	1237-341-10-180-000-0-000	\$6,402.81
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00 .....	1241-341-10-180-001-0-000	\$7,803.80
Judicial Fund/Criminal CC Stat./GC51.702 .....	# Cases <u>2463</u> 1100-207-20-000-046-0-000	\$39,022.00
Consolidated Court Cost(CCC) CCP 102.075 MISD A,B @ \$40.00/C @ \$17.00 .....	1100-207-20-000-015-0-000	\$215,561.84
Fugitive Apprehension Fund (FA)/CCP 102.019 @ \$5.00 .....	1100-207-20-000-009-0-000	\$66.02
Correctional Management Institute (CMI) .....	1100-207-20-000-029-0-000	\$4.61
Appellate Judicial System Fund GC 22.2141 .....	1100-207-20-000-001-0-000	\$0.00
LAB FEE .....		\$0.00
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215 @ \$50 .....	1100-207-20-000-058-0-000	\$71,537.59
DNA TESTING FEE /CCP 102.020 .....	1100-207-20-000-030-0-000	\$550.00
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ \$0.25 .....	1100-207-20-000-007-0-000	\$5.61
Time Payment/GC 51.921 @ \$12.50 .....	1100-207-20-000-005-0-000	\$28,831.88
Time Payment/GC 51.921 @ \$10.00 Appropriation .....	1100-341-10-180-002-0-000	\$23,065.50
Time Payment/GC 51.921 @ \$2.50 Admin. Of Justice .....	1100-341-10-180-003-0-000	\$5,766.38
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication) .....	1240-341-10-180-001-0-000	\$155.00
Delinquent Fee .....	1100-202-00-000-004-0-000	\$1,893.33
Local Transaction Fee .....	1100-341-10-180-004-0-000	\$16,973.45
Nondisclosure Fee .....	# Cases <u>1</u> 1100-207-20-000-037-0-000	\$28.00
EMS Truama Fund/CCP102.0185 .....	1100-207-20-000-038-0-000	\$117,388.69
Public Defense Attorney/CCP26 (Court Ordered Restitution) .....	1100-351-20-180-001-0-000	\$73,447.96
SJFC .....	1100-341-10-180-012-0-000	\$1,529.24
SJFS .....	1100-207-20-000-054-0-000	\$13,249.00
IDR .....	1100-207-20-000-059-0-000	\$4,573.18
Child Safety/CCP 102.01 @ 20.00 .....	1100-341-10-080-005-0-000	
Constable/CCP 102.011 .....	1100-342-10-291-000-0-000	
<b>SUBTOTAL COURT COSTS .....</b>		<b>\$1,665,608.64</b>
Refunds on Probate, etc. ....		\$1,133.11
Attorney Ad Litem Fees/CP RULE 308a .....		\$0.00
OVER (SHORT) .....		\$0.00
<b>SUBTOTAL .....</b>		<b>\$1,133.11</b>
<b>TOTAL COUNTY CLERK COLLECTIONS .....</b>		<b>\$1,666,741.75</b>

PREPARED BY:

  
Jose Eufreacio

2/25/2010  
DATE

APPROVAL:

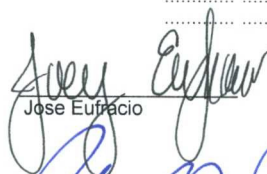
  
COUNTY CLERK

2/25/2010  
DATE

**HIDALGO COUNTY CLERK  
CIVIL AND PROBATE COURT COST  
ANNUAL REPORT 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015 .....	1100-341-10-180-002-0-000	\$277,568.54
Sheriff/CCP 102.011 .....	1100-342-10-180-001-0-000	\$66,620.00
County Judge/LGC 118.101.....	1100-341-10-180-001-0-000	\$3,163.00
Library/LGC 323.023.....	1247-341-10-180-001-0-000	\$100,080.00
Stenographer/GC 25.1102f.....	1100-341-10-180-006-0-000	\$78,226.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A.....	1100-341-10-180-008-0-000	\$20,440.00
Jury - County Clerk.....	1100-341-10-180-008-0-000	\$0.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ \$1.00 .....	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064 .....	1100-341-10-180-007-0-000	\$1,899.00
General Fund Miscellaneous Revenues .....	1100-360-00-000-000-0-000	\$108.95
Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00.....	#Cases 3,327 1100-207-20-000-048-0-000	\$16,635.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$1 .....	#Cases 642 1100-207-20-000-047-0-000	\$3,210.00
Court Reporter Service Fee/GC51.601.....	1239-341-10-180-001-0-000	\$50,047.00
Bond Forfeitures/CCP22.16.....	1200-352-10-180-001-0-000	\$155,340.68
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00 .....	1238-341-20-180-001-0-000	\$19,845.00
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00 .....	1241-341-10-180-001-0-000	\$19,845.00
Judicial Fund/Civil CC Stat./GC51.702.....	# Cases 3352 1100-207-20-000-043-0-000	\$133,084.00
Judicial Fund - Civil Support .....	# Cases 3318 1100-207-20-000-055-0-000	\$138,808.00
Judicial Fund/Civil CC Stat. Probate/GC51.702.....	# Cases 634 1100-207-20-000-042-0-000	\$25,640.00
SCIG-Probate Filing Fee .....	# Cases 616 1250-341-10-180-001-0-000	\$12,040.00
Appellate Judicial System Fund GC 22.2141.....	1100-207-20-000-001-0-000	\$19,795.00
District Attorney Bond Forfeitures Commission.....	1100-341-10-080-011-0-000	\$17,434.52
Registry Administration Fee/LGC 117.055.....	1100-341-10-180-002-0-000	\$73,762.48
Non-Disclosure Fee / GC 411.081(d).....	# Cases 29 1100-207-20-000-037-0-000	\$812.00
Interest Earnings.....	1100-361-11-000-006-0-000	\$1,313.70
E-File Fee.....	1100-341-10-180-002-0-000	\$5,196.00
<b>TOTAL DUE TO TREASURER .....</b>		<b>\$1,240,913.87</b>
Refunds Due .....		\$11,476.65
OVER (SHORT) .....		\$0.00
SUBTOTAL .....		\$11,476.65
<b>TOTAL COUNTY CLERK COLLECTIONS .....</b>		<b>\$1,252,390.52</b>

PREPARED BY:

  
Jose Eupracio

02/25/10  
DATE

APPROVAL:

  
COUNTY CLERK

02/25/10  
DATE

**Pipeline Permit  
CC CONSENT**

Date: 03/12/2010  
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
Submitted For: Joe Pena  
Department: RIGHT OF WAY DEPT.  
Agenda Category: Right of Way

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Information

CAPTION

1. Essenjay Oil & Gas, LTD:
  - a. Mile 16N Road and Westgate Road. Bore 4" gas line.
  
2. Agua Special Utility District:
  - a. Contractor shall install 2- 10" water line along the East side of Circle 6th Street West. The first water line shall be installed approximately 780.00 feet North of intersection of Circle 6th Street West & Austen Street and continue an additional 775.77 feet to the North. The second water line shall be installed approximately 3,167.254 feet North of intersection of Circle 6th Street West & Austen Street and continue an additional 770.00 feet to connect to an existing waterline.

BACKGROUND

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Fiscal Impact

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Attachments

Link: [Essenjay & Agua](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 03:51 PM	APRV
2	Olga Garza	Olga Garza	03/03/2010 09:49 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/01/2010 11:37 AM	
Final Approval Date: 03/05/2010				

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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 9th day of March, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Essenjay Oil & Gas hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 4 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. Mile 16N Road and Westgate Road. Bore a 4" gas line.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 4" gas 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.

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 9th day of March, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Agua Special Utility hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 10 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 shall install 2-10" water line along the east side of Circle 6<sup>th</sup> Street West. The first water line shall be installed approximately 780.00 feet North of intersection of Circle 6<sup>th</sup> Street West & Austen Street and continue an additional 775.77 feet to the North. The second water line shall be installed approximately 3,167.25 feet North of intersection of Circle 6<sup>th</sup> Street West & Austen Street and continue an additional 770.00 feet to connect to an existing water line.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 10" PVC 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-20194**

**7.A.**

**457 plan wds - 3 employees**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
Department: COMMISSIONERS' COURT EXEC. OFFICE  
Agenda Category: Comm. Court Executive Office

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Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for employees #103209, 115517 & 095117

BACKGROUND

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Fiscal Impact

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Attachments

Link: [form](#)

Link: [form](#)

Link: [form](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 10:25 AM	APRV
2	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Monica Badillo  
Started On: 03/02/2010 03:56 PM  
Final Approval Date: 03/05/2010

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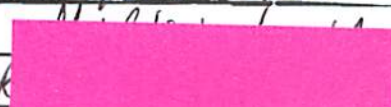
### SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.  
Plan Name

457 Plan

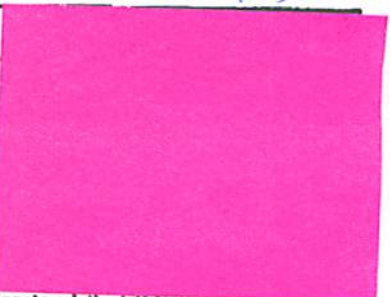
ID # 103209

Participant Name

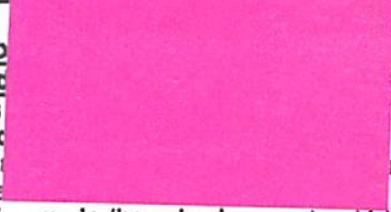


Address

Edinburgh,



Social Security No.



Daytime Phone No.



**SECTION I - Hardship**

I understand that this withdrawal is necessary for distributions, other than distributions to me under the Plan, and

due to financial hardship or heavy financial need, and all other non-

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 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

by the Company. I understand that this withdrawal will be

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking 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 post-secondary 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 of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 10090 Year-to-date deferrals \_\_\_\_\_

Total amount deferred since you initially joined the plan \$ 10090

Have you ever taken a hardship before? NO 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 [Signature] Date 3-2-10

**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

**SH  
HARDSHIP R**

Please print or type.  
Plan Name 457 Plan

Participant Name [Redacted]

Address 140 [Redacted]

Social Security N

Daytime Phone No. [Redacted]

**SECTION I - Har**

I understand that this withdrawal is not a loan and that the withdrawal is not a distribution, other than a distribution to me under the Plan,

due to financial hardship or heavy financial need.

hardship, and all other reasons provided 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 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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 59-1/2 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 taking 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 post-secondary 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 of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100<sup>00</sup> Year-to-date deferrals \_\_\_\_\_

Total amount deferred since you initially joined the plan \$ 100<sup>00</sup>

Have you ever taken a hardship before? No 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 Meguel Angel Carr Date 3-5-10

**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

SIMPKINS & ASSOCIATES  
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name H57 Plan Employee # 115517

Participant Name [Redacted]

Address 2309 [Redacted] City McAllen [Redacted]

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

**SECTION I - Hardship**  
I understand that this withdrawal is necessary due to financial hardship or other heavy financial need. 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 59-1/2 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 taking 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 post-secondary 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 of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100% Year-to-date deferrals \_\_\_\_\_

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

Have you ever taken a hardship before? No If so what was the amount taken \$ -0-

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 [Signature] Date 3/2/10

**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.
- S&A will help facilitate the check as requested above.

Fax request to:  
(972) 960-7133

AI-20223

8.A.

TAX OFFICE REFUNDS

CC CONSENT

Date: 03/12/2010  
 Submitted By: Hilda Fuentes, TAX OFFICE  
 Submitted For: Hilda Fuentes  
 Department: TAX OFFICE  
 Agenda Category: Tax Refunds

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Information

CAPTION

Acct#	Property Owner	Payer	Amt
C0655.02.000.0001.00	Sandra C Canales & Sergio A Schmidt	Sandra C Canales & Sergio A Schmidt	\$6977.55
E5040.00.000.0014.00	Requenez, Amador & Alicia E	Requenez, Amador & Alicia E	\$9366.40
H0850.00.002.0090.00	84 Lumber Company	84 Lumber Company	\$28374.13
L5330.03.000.0189.00	Bac Tax Service	Bac Tax Service	\$3859.48
Q1000.01.000.0032.00	Bac Tax Service	Bac Tax Service	\$3139.64
S3020.02.000.0060.00	Bac Tax Service	Bac Tax Service	\$6451.28
T2100.00.236.0016.02	Land America	Everhome Mtg C/O Lereta LLC	\$3749.15
T3510.00.000.0053.00	Bac Tax Service	Bac Tax Service	\$5071.71
V3054.00.000.0015.00	Bac Tax Service	Bac Tax Service	\$4000.00
V3255.00.000.0027.00	Bank Of America	Bac Tax Service	\$8944.18
W0100.00.032.0002.01	Bank Of America	Bank Of America	\$2830.62

BACKGROUND

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Fiscal Impact

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Attachments

- Link: [frnt pg](#)
- Link: [accts pg](#)
- Link: [schmidt](#)
- Link: [requenez](#)
- Link: [84](#)
- Link: [bac211761259](#)
- Link: [bac 85468285](#)
- Link: [bac 217810007](#)
- Link: [land](#)
- Link: [bac 150052562](#)
- Link: [bac 22744795](#)
- Link: [bac 206563571](#)
- Link: [bank](#)

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	03/03/2010 04:53 PM	APRV
2	Perla Lopez	Perla Lopez	03/04/2010 10:59 AM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Hilda Fuentes  
Started On: 03/03/2010 04:28 PM  
Final Approval Date: 03/05/2010

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Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*

Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

March 2, 2010

The Honorable Rene Ramirez  
Hidalgo County Commissioners  
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor  
Raymundo Eufrazio, CPA

2804 S. Bus. Hwy 281 • Edinburg, TX 78539



**ARMANDO BARRERA JR., RTA**  
**Hidalgo County Tax Assessor - Collector**  
PO BOX 178

Phone No.: (956) 318-2157  
Fax No.: 956-318-2733

Print Date: 01/14/2010

SANDRA C CANALES & SERGIO A SCHMIDT

2900 LOS MILAGROS

AUDITED BY: THE HIDALGO  
COUNTY AUDITOR'S OFFICE

**Account Number**  
C0655-02-000-0001-00  
HCAD No. R639309

**Legal Description of the Property**  
CAMINO REAL PH 2, SHARYLAND PLANTATION  
VILLAGE LOT 1

2900 LOS MILAGROS DR

Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., R7A*  
Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1. C0655.02.000.0001.00	SANDRA C CANALES & SERGIO A SCHMIDT	SANDRA C CANALES & SERGIO A SCHMIDT	\$ 6,977.55
2. E5040.00.000.0014.00	REQUENEZ, AMADOR & ALICIA E	REQUENEZ, AMADOR & ALICIA E	\$ 9,366.40
3. H0850.00.002.0090.00	84 LUMBER COMPANY	84 LUMBER COMPANY	\$ 28,374.13
4. L5330.03.000.0189.00	BAC TAX SERVICE	BAC TAX SERVICE	\$ 3,859.48
5. Q1000.01.000.0032.00	BAC TAX SERVICE	BAC TAX SERVICE	\$ 3,139.64
6. S3020.02.000.0060.00	BAC TAX SERVICE	BAC TAX SERVICE	\$ 6,451.28
7. T2100.00.236.0016.02	LAND AMERICA	EVERHOME MORTGAGE C/O LERETA,LLC	\$ 3,749.15
8. T3510.00.000.0053.00	BAC TAX SERVICE	BAC TAX SERVICE	\$ 5,071.71
9. V3054.00.000.0015.00	BAC TAX SERVICE	BAC TAX SERVICE	\$ 4,000.00
10.V3255.00.000.0027.00	BANK OF AMERICA	BAC TAX SERVICE	\$ 8,944.18
11. W0100.00.032.0002.01	BANK OF AMERICA	BANK OF AMERICA	\$ 2,830.62



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

7



**ARMANDO BARRERA JR., RTA**  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733  
 Print Date: 01/14/2010

Account Number C0655-02-000-0001-00 HCAD No. R639309	Legal Description of the Property CAMINO REAL PH 2, SHARYLAND PLANTATION VILLAGE LOT 1 2900 LOS MILAGROS DR
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AUDITED BY: THE HIDALGO  
 COUNTY AUDITOR'S OFFICE  
 DATE: 01/14/10

SANDRA C CANALES & SERGIO A SCHMIDT  
 2900 LOS MILAGROS  
 MISSION, TX 78572

2009 OVERAGE AMOUNT \$6,977.55  
 1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

**APPLICATION FOR PROPERTY TAX REFUND**

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Name	Relationship to Property Owner	
	Mailing Address	Daytime Telephone Number
City, State, Zip Code		

Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.

I paid the taxes for year 2009 and am the party entitled to the refund.

Overpaid the account	<input type="checkbox"/>
Duplicate payment	<input checked="" type="checkbox"/>
Paid in error (explain)	

Step 4: Provide payment information

Total amount paid by this taxpayer 6,977.55

Total tax, penalty, and interest amount owed for the year 6,977.55

Amount of refund claimed 6,977.55

Step 5: How should the refund be processed?

Mail to Property Owner	<input type="checkbox"/>
Mail to Payer at address in Step 1	<input checked="" type="checkbox"/>
Transfer this amount to account	
Escrow for next year's taxes	

Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed.

By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

DATE OF APPLICATION: 01/29/10

IF YOU MAKE A FALSE STATEMENT ON THIS APPLICATION YOU COULD BE FOUND GUILTY OF A CLASS A MISDEMEANOR OR A STATE/FAIL FELONY UNDER TEXAS PENAL CODE SECTION 37.10

SIGN HERE

By: [Signature]

AUDITORS USE ONLY:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	By: <u>[Signature]</u>	Date: <u>3/3/10</u>
TAX OFFICE USE ONLY:	Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>	By: <u>[Signature]</u>	Date: <u>2/16/10</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.



ARMANDO BARRERA JR., RTA  
Hidalgo County Tax Assessor - Collector  
PO BOX 178

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: CR 2-25-10  
AUDITING OFFICE: HIDALGO COUNTY OFFICE

REQUNEZ, AMADOR & ALICIA E  
1313 N MOOREFIELD RD  
MISSION, TX 78572-7014

Account Number E5040-00-000-0014-00 HCAD No. R342896	Legal Description of the Property ELDORADO LOT 14 2404 DORADO DR
--	--

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARPLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE  
2009 OVERAGE AMOUNT \$9,366.40

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	
Name	Same as above
Mailing Address	
Daytime Telephone Number	956-585-1043
City, State, Zip Code	

Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	
I paid the taxes for year 2009 and am the party entitled to the refund.	
Overpaid the account	<input type="checkbox"/>
Duplicate payment	<input checked="" type="checkbox"/>
Paid in error (explain)	

Step 4: Provide payment information	
Total amount paid by this taxpayer	9,366.40
Total tax, penalty, and interest amount owed for the year	
Amount of refund claimed	

Step 5: How should the refund be processed?	
Mail to Property Owner	<input type="checkbox"/>
Mail to Payer at address in Step 1	<input checked="" type="checkbox"/>
Transfer this amount to account	
Escrow for next year's taxes	

Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed.	
By: Alicia E. Barrera	Date: 2/26/10
By: [Signature]	Date: 2/25/10

AUDITORS USE ONLY:	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>
TAX OFFICE USE ONLY:	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>

This application must be completed, signed, and submitted with supporting documentation to be valid.

Phone No.: (956) 318-2157  
Fax No.: 956-318-2733  
Print Date: 02/04/2010



**ARMANDO BARRERA JR., RTA**  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733

Print Date: 01/26/2010

Account Number H0850-00-002-0090-00	HCAD No. R185454
Legal Description of the Property HAMMOND LOT 90 BLK 2 3200 ASH AVE	

ADDED BY: THE HIDALGO  
 COUNTY AUDITOR'S OFFICE

DATE: AM 3-1-10  
PC 3/2/10

84 LUMBER COMPANY  
 1019 ROUTE 519  
 EIGHTY FOUR, PA 15330

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE  
 2009 OVERAGE AMOUNT \$28,374.13

**APPLICATION FOR PROPERTY TAX REFUND**

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of \$500. Please allow 60 days for processing.

Name	Relationship to Property Owner	
	Mailing Address	Daytime Telephone Number
City, State, Zip Code		

Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer. I paid the taxes for year 2009 and am the party entitled to the refund.

Step 3: Mark the reason for the refund and provide a brief explanation

Overpaid the account	<input type="checkbox"/>
Duplicate payment	<input checked="" type="checkbox"/>
Paid in error (explain)	<u>The payment was wired &amp; mailed in</u>

Step 4: Provide payment information

Total amount paid by this taxpayer	
Total tax, penalty, and interest amount owed for the year	
Amount of refund claimed	

Step 5: How should the refund be processed?

Mail to Property Owner	<input checked="" type="checkbox"/>
Mail to Payer at address in Step 1	<input type="checkbox"/>
Transfer this amount to account	<input type="checkbox"/>
Escrow for next year's taxes	<input type="checkbox"/>

Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed.

If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10

SIGN HERE (Signature)

Date of application 2-2-10

AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>(Signature)</u>	Date: <u>3/3/10</u>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>(Signature)</u>	Date: <u>2/16/10</u>

This application must be completed, signed, and submitted with supporting documentation to be valid.

This application must be completed, signed, and submitted with supporting documentation to be valid.

TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Date: 2/16/10	
AUDITORS USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Date: 3/3/10	
SIGNATURE OF REQUESTOR (REQUIRED) <i>[Signature]</i> DATE: 2-1-10	
Step 4. Sign the form. Unsigned applications cannot be processed. By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. I paid this account in error and I am entitled to the refund. I overpaid this account. Please refund the excess to the address listed in Step 1. This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	
Step 1. Identify the refund recipient. Show information for whomver will be receiving the refund.	
BAC Tax Services Corporation Name: CAG-913-1B-01 Address: P.O. Box 10211 City, State, Zip: Van Nuys CA 91499-6089 Daytime Phone No.: 866-882-2863 Ext 3401	
Payment made by: BAC Tax Services 43408 Date Paid: 12/11/09 Amount Paid: 3859.48	
TOTAL AMOUNT PAID (sum of the above amounts): 3859.48	
Please check one of the following:	

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer: Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/the company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE  
**2009 OVERAGE AMOUNT \$3,859.48**

Account Number L5330-03-000-0189-00	Legal Description of the Property LOMA VERDE PH 3, SHARYLAND PLANTATION VILLAGE LOT 189 4200 SANTA INEZ
--	--

Print Date: 12/17/2009

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: AM 3-1-10  
*[Signature]*

ARMANDO BARRERA JR., RTA  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178  
 EDINBURG, TX 78540-0178



BAC TAX SERVICES  
 1757 TAPO CANYON ROAD  
 SIMI VALLEY, CA 93063

*211761259*

This application must be completed, signed, and submitted with supporting documentation to be valid.

TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Date: 2/16/10 By: [Signature]	
AUDITORS USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied Date: 5/3/10 By: [Signature]	
SIGNATURE OF REQUESTOR (REQUIRED) [Signature] DATE: 2-1-10	
Step 4. Sign the form. Unsigned applications cannot be processed. By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	
I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/>	
I overpaid this account. Please refund the excess to the address listed in Step 1. <input checked="" type="checkbox"/>	
This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	
Please check one of the following: TOTAL AMOUNT PAID (sum of the above amounts)	
Payment made by: BAC Check No. 43408 Date Paid 12/11/09 Amount Paid 3,139.64	
Step 1. Identify the refund recipient. Show information for whomver will be receiving the refund.	
Who should the refund be sent to: Name: BAC Tax Services Corporation Address: CA6-913-LB-01 P.O. Box 10211 Van Nuys CA 91499-6089 City, State, Zip: Daytime Phone No.: 866-882-2863 Ext 3401 Address: Name: Address: City, State, Zip: Daytime Phone No.:	

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer: Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE  
 2009 OVERAGE AMOUNT \$3,139.64

Account Number Q1000-01-000-0032-00	Legal Description of the Property QUAIL RUN PHASE 1 LOT 32 - PHASE 1 6216 N 15TH ST
--	---

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: 12-3-10  
 [Signature]

BAC TAX SERVICES  
 1757 TAPO CANYON ROAD  
 SIMI VALLEY, CA 93063



ARMANDO BARRERA JR., RTA  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178  
 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733  
 Print Date: 12/17/2009

Ref # 85468285

This application must be completed, signed, and submitted with supporting documentation to be valid.

TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: 2/16/10	
AUDITORS USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: 3/3/10	
SIGNATURE OF REQUESTOR (REQUIRED) <i>[Signature]</i> DATE: 2-1-10	
Step 4. Sign the form. Unsigned applications cannot be processed. By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	
I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input checked="" type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	
Step 1. Identify the refund recipient. Show information for whomver will be receiving the refund.	
Name: BAC Tax Services Corporation Address: P.O. Box 10211 City, State, Zip: Van Nuys CA 91499-6089 Daytime Phone No: 866-882-2863 Ext 3401 Payment made by: Check No.	
Amount Paid Date Paid 6451.28 12/11/09 6451.28	
TOTAL AMOUNT PAID (sum of the above amounts) 6451.28	
Please check one of the following:	

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer: Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/the company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE  
 2009 OVERAGE AMOUNT \$6,451.28

Account Number S3020-02-000-0060-00	Legal Description of the Property SHASTA COMMERCIAL PLAZA PH 2 LOT 60 2405 SHASTA AVE
217810007	

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: 12-25-10  
*[Signature]*

BAC TAX SERVICES  
 1757 TAPO CANYON ROAD  
 SIMI VALLEY, CA 93063



ARMANDO BARRERA JR., RTA  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178  
 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733  
 Print Date: 12/17/2009

This application must be completed, signed, and submitted with supporting documentation to be valid.

<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>2/16/10</i>		TAX OFFICE USE ONLY:			
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>3/3/10</i>		AUDITORS USE ONLY:			
SIGNATURE OF REQUESTOR (REQUIRED) <i>[Signature]</i> DATE: <i>2/22/10</i>		<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed. By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
Please check one of the following: <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):					
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.		<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.			
TOTAL AMOUNT PAID (sum of the above amounts) <table border="1"> <tr> <td>Evermore Mortgage</td> <td>916881</td> <td>11.2409</td> <td>3749.15</td> </tr> </table>			Evermore Mortgage	916881	11.2409
Evermore Mortgage	916881	11.2409	3749.15		
<b>Step 1. Identify the refund recipient.</b> Show information for whom ever will be receiving the refund. Name: <i>Evermore Mortgage</i> Address: <i>[Address]</i> City, State: <i>LERETA, LLC</i> Daytime Ph: <i>1123 S Park View Drive</i> Payment m: <i>Covina, CA 91724</i>		<b>APPLICATION FOR PROPERTY TAX REFUND</b> Dear Taxpayer: Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.			
Who should the refund be issued to: E-Mail Address: Date Paid Amount Paid					



ARMANDO BARRERA JR., RTA  
 Hidalgo County Tax Assessor - Collector

EDINBURG, TX 78540-0178  
 PO BOX 178

*EVERETT*  
 L# 19664410  
 L# 9000496908

LAND AMERICA  
 1123 S PARKVIEW DR  
 COVINA, CA 91724

AUDITED BY: THE HIDALGO  
 COUNTY AUDITOR'S OFFICE  
 DATE: *03-05-10*  
*[Signature]*

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 3: EMERGENCY SERV DISTRICT #3, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

2009 OVERAGE AMOUNT \$3,749.15

Account Number T2100-00-236-0016-02	Legal Description of the Property TEX-MEX SURVEY E525-W735 LOT 16 SEC 236 15.01AC GR 14.77AC NET 5401 W MI 17 1/2 RD
--	--

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733  
 Print Date: 12/17/2009

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer: Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

- 1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARPLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

2009 OVERAGE AMOUNT \$5,071.71



ARMANDO BARRERA JR., RTA  
Hidalgo County Tax Assessor - Collector  
PO BOX 178  
EDINBURG, TX 78540-0178

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: 3/2/10

BAC TAX SERVICES  
1757 TAPO CANYON ROAD  
SMI VALLEY, CA 93063

15005252

Account Number T3510-00-000-0053-00	Legal Description of the Property THE LEGENDS AT CIMARRON LOT 53 913 KEYSTONE DR
--	--

Phone No.: (956) 318-2157  
Fax No.: 956-318-2733  
Print Date: 12/17/2009

**Step 1. Identify the refund recipient.** Show information for whomver will be receiving the refund.

Name: BAC Tax Services Corporation  
Address: P.O. Box 10211  
City, State, Zip: Van Nuys CA 91499-6089  
Daytime Phone No.: 866-882-2863 Ext 3401

**Step 2. Provide payment information.** Please attach copies of cancelled checks or original receipts for all cash payments you made.

Payment made by:	Check No.	Date Paid	Amount Paid
BAC Tax Service	43402	12/11/09	5071.71
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			

Please check one of the following:

- I paid this account in error and I am entitled to the refund.
- I overpaid this account. Please refund the excess to the address listed in Step 1.
- This payment should have been applied to other tax account(s) and/or year(s) (listed below):

**Step 3. Provide reason for this refund.** Please list any accounts and/or years that you intended to pay with this overage.

**Step 4. Sign the form.** Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED): *[Signature]*  
DATE: 3/3/10

AUDITORS USE ONLY:  Approved  Denied By: *[Signature]* Date: 3/3/10

TAX OFFICE USE ONLY:  Approved  Denied By: *[Signature]* Date: 2/16/10

This application must be completed, signed, and submitted with supporting documentation to be valid.

This application must be completed, signed, and submitted with supporting documentation to be valid.

**APPLICATION FOR PROPERTY TAX REFUND**

**Step 1. Identify the refund recipient.** Show information for whomver will be receiving the refund.

Name: BAC Tax Services Corporation  
 Address: CA6-913-1B-01  
 P.O. Box 10211  
 Van Nuys CA 91499-6089  
 City, State, Zip:  
 Daytime Phone No. 866-882-2863 Ext 3401

**Step 2. Provide payment information.** Please attach copies of cancelled checks or original receipts for all cash payments you made.

Payment made by:	Check No.	Date Paid	Amount Paid
BACTSC	43408	12-11-09	4786.53
TOTAL AMOUNT PAID (sum of the above amounts)			4786.53

Please check one of the following:  
 I paid this account in error and I am entitled to the refund.  
 I overpaid this account. Please refund the excess to the address listed in Step 1.  
 This payment should have been applied to other tax account(s) and/or year(s) (listed below):

**Step 3. Provide reason for this refund.** Please list any accounts and/or years that you intended to pay with this overage.

**Step 4. Sign the form.** Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED) *[Signature]*  
 DATE: 12-11-09

AUDITORS USE ONLY:  Approved  Denied By: *[Signature]* Date: 3/3/10

TAX OFFICE USE ONLY:  Approved  Denied By: *[Signature]* Date: 2/16/10

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

- 1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 5: EMERGENCY SERV DISTRICT #3, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

2009 OVERAGE AMOUNT \$4,000.00

#22744795

Account Number V3054-00-000-0015-00

Legal Description of the Property  
 VENETIAN RANCHES LOT 15  
 4919 CURVE RD

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: AM. 3-25-10  
*[Signature]*  
 CC 3/2/10

BAC TAX SERVICES  
 1757 TAPO CANYON ROAD  
 SIMI VALLEY, CA 93063



ARMANDO BARRERA JR., RTA  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178  
 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733  
 Print Date: 12/17/2009

This application must be completed, signed, and submitted with supporting documentation to be valid.

TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>2/16/10</i>	
AUDITORS USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>3/13/10</i>	
SIGNATURE OF REQUESTOR (REQUIRED) <i>[Signature]</i> DATE: <i>2/16</i>	
Step 4. Sign the form. Unsigned applications cannot be processed. By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	
I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/>	
I overpaid this account. Please refund the excess to the address listed in Step 1. <input checked="" type="checkbox"/>	
This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Please check one of the following:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	
Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	
Name: <b>BAC Tax Services Corporation</b> Address: <b>MS: CA6-913-LB-01 P.O. Box 10211</b> <b>Van Nuys, CA 91499-6089</b> City, State, Zip:	
Daytime Phone No.: E-Mail Address:	
Payment made by: <b>BAC</b> Check No. <b>43408</b> Date Paid <b>2-11-09</b> Amount Paid <b>\$8944.18</b>	
TOTAL AMOUNT PAID (sum of the above amounts) <b>\$8944.18</b>	

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

2009 OVERAGE AMOUNT \$8,944.18

Account Number V3255-00-000-0027-00	Legal Description of the Property VIA CANTERA - AMENDED LOT 27 216 E CORNELL AVE
--	--

Print Date: 12/17/2009

Phone No.: (956) 318-2157  
Fax No.: 956-318-2733

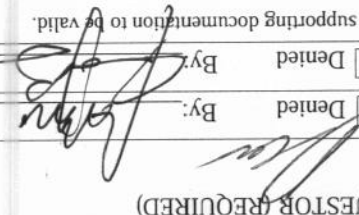
**ARMANDO BARRERA JR., RTA**  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178  
 EDINBURG, TX 78540-0178



Bank of America  
 BAC Tax Services Corporation  
 MS: CA6-913-LB-01 P.O. Box 10211  
 1757 TAPO CANYON ROAD  
 SIMI VALLEY, CA 93063  
 VAN NUYS, CA 91499-6089  
 AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: *AM 2-25-10*

8

This application must be completed, signed, and submitted with supporting documentation to be valid.

<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied TAX OFFICE USE ONLY: By: _____ Date: 2/16/10	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied AUDITORS USE ONLY: By: _____ Date: 3/3/10	
SIGNATURE OF REQUESTOR (REQUIRED)  DATE: 2-1-10	
Step 1. Identify the refund recipient. Show information for whom the refund will be received.	
Name: Bank of America Address: BAC Tax Services Corporation MS: CA6-913-LB-01 P.O. Box 10211 City, State, Zip: Van Nuys, CA 91499-6089 Daytime Phone No.: _____ E-Mail Address: _____	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	
Payment made by: BAC Check No. 93408 Date Paid 12-11-09 #2830.62 Amount Paid 2,830.62	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	
<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. This payment should have been applied to other tax account(s) and/or year(s) (listed below):	
Step 4. Sign the form. Unsigned applications cannot be processed.	
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	
Please check one of the following: TOTAL AMOUNT PAID (sum of the above amounts) \$ 2,830.62	

APPLICATION FOR PROPERTY TAX REFUND

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 48: MISSION CUSD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

2009 OVERAGE AMOUNT \$2,830.62

88

Account Number W0100-00-032-0002-01	Legal Description of the Property WEST ADDN TO SHARPLAND N3.5AC-E4.5AC-W9AC EXC E125- W319.08-S100-N914 & EXC E110-W329.08-S100-N415 LOT 32-2 2.96AC
--	---

Print Date: 12/17/2009

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: 2-1-10  
 3/2/10

BAC TAX SERVICES  
 Bank of America  
 1757 TAPO CANYON ROAD  
 MS: CA6-913-LB-01 P.O. Box 10211  
 SIMI VALLEY, CA 93063  
 Van Nuys, CA 91499-6089



ARMANDO BARRERA JR., RTA  
 Hidalgo County Tax Assessor - Collector  
 PO BOX 178  
 EDINBURG, TX 78540-0178

**AI-20170**

**9.A.**

**FY2010 Membership Dues**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Patti Loya, PUBLIC DEFENDERS  
 Submitted For: Patti Loya  
 Department: PUBLIC DEFENDERS  
 Agenda Category: Membership Dues

Information

**CAPTION**

Public Defender:

Approval to pay 2010 Membership Dues in the amount of \$50.00 to the National College for DUI Defense for Chief Public Defender Jaime Gonzalez, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-30-085-003-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 03/03/10. Refer to Req. #00168589.

Attachments

Link: [Invoice & Affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2010 02:53 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/03/2010 03:04 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Patti Loya Started On: 03/01/2010 09:23 AM  
 Final Approval Date: 03/05/2010

National College for DUI Defense  
445 S Decatur St  
Montgomery, AL 36104

Ref # 168589

# Invoice

Date	Invoice #
12/17/2009	826

<b>Bill To</b>
Jaime E. Gonzalez 100 E Cano Ste 206 Edinburg TX 78539

P.O. No.	Terms	Project
	01/31/2010	

Quantity	Description	Rate	Amount
	2010 Membership Dues	50.00	50.00
<p>INVOICE RECEIVED BY: <u>Lup 2/2/10</u></p> <p>GOOD / PROD. RECVD. BY <u>Lup 2/02/10</u></p> <p><u>P.Ott</u></p> <p><b>0-1100-412-30-085-003-0</b></p>			
<b>Total</b>			<b>(F) \$50.00</b>

To remain a current member your Renewal Form must accompany your dues.

### TO THE COUNTY AUDITOR AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Jaime E. Gonzalez, do hereby state that my membership in the National College for DUI Defense on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

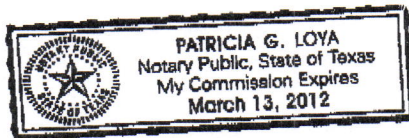
3/3/10

TITLE: \_\_\_\_\_

CHIEF PUBLIC DEFENDER

Before me Patricia G. Loya, a Notary Public, appeared Jaime E. Gonzalez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Patricia G. Loya  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**Home Rehab applicants  
CC CONSENT**

Date: 03/12/2010  
 Submitted By: Estella Webber, URBAN COUNTY  
 Department: URBAN COUNTY  
 Agenda Category: Urban County

**Information**

**CAPTION**

Request for approval of two (2) applicants in the Countywide area under the HOME Homeowner Occupied Housing Rehabilitation Program.

**BACKGROUND**

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Aurora Falcon Deferred Loan 50% - Loan 50% Reconstruct	CW 85-10-01	Countywide Precinct #3	HOME 2005	Lot 10 Citralinda Subdivision Hidalgo County, Texas
Eleuterio & Estela Gonzalez Deferred Loan - Elderly Reconstruct	CW 85-10-02	Countywide Precinct #3	HOME 2005	All of Lot 24, Thompson Subdivision, additional to and adjacent to the City of San Juan. Hidalgo County, Texas

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner’s Court. Funding is available through the HOME 2005 Budget. The Urban County Program staff recommends approval of applicants.

**Fiscal Impact**

FISCAL YEAR: ACCT. #: Urban County Funds  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Utilizing Urban County HOME funds under the 2005 budget.

**Attachments**

Link: [rehab applicants](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/03/2010 01:58 PM	APRV
2	Perla Lopez	Perla Lopez	03/03/2010 02:29 PM	APRV
3	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Estella Webber

Started On: 03/03/2010 10:41  
AM

Final Approval Date: 03/05/2010

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# Housing Rehab Program

**ENTITY:** Countywide

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

**FUNDING YEAR:** HOME 2005

**SYNOPSIS:**

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

**Aurora Falcon**

Family of three (3)  
Applicant's age is 41, son's age is 13 and daughter age is 7  
Title Search: No Abstract & Liens  
Flood Zone: No – Zone X  
Insurance: N/A  
Structures: 1  
Taxes: current  
Assets & Deposits: N/A  
Debt to Income Ratio: 24%  
Pay Back: Yes – 50% payback &  
50 % Deferred  
Number of Bedrooms: 2  
Square Feet: 864  
Total annual household income: \$ 18,200.00  
HUD Income Limits (family of 3): \$ 32,850.00

Existing Dwelling: 1 bedrooms frame home, built in 1999.

**RECOMMENDATION:**

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

240-1151

# INITIAL INSPECTION

Date: 1/22/10 City: Mission - CW If County Wide, Precinct #: 3  
 Name of Applicant: Aurora Falcon Inspector: Lupe Rivera, Jr  
 Address: 3404 Jamie Ln Year House was Built: 1997

## EXTERIOR

1. **Foundation Condition:** Good [ ] Repair [ ] Replace   
**Foundation Type:** Piers  Concrete [ ]  
 Is the foundation sound and free from hazards?

Notes: Foundation has shifted and floor is uneven.  
Old side of home has sunk in.

2. **Exterior Walls:** Good [ ] Repair [ ] Replace   
 Are the exterior surfaces sound and free from hazards?

Notes: Panel are weathering wood, unpainted  
walls and painted walls chipping.

3. **Windows:** Good [ ] Repair  Replace [ ]

Notes: 2 windows are broken. Windows not opened  
often so have trouble opening and closing.

4. **Doors:** Good [ ] Repair [ ] Replace

Notes: Front door does not open, back door does  
not have knob and scrapes floor.

5. **Overhang / Trim:** Good [ ] Repair [ ] Replace [ ]

Notes: half of home does not have overhang finished  
and other side is weather wood.

6. **Roof Shingles:** Good [ ] Repair [ ] Replace

Notes: Shingles on old part of house has leaks  
and have fallen off with recent winds.

Is the roof sound and free from hazards? yes

Notes: \_\_\_\_\_  
\_\_\_\_\_

7. Other Exterior Structural Observations (stairs, rails, ramps, etc.): front door  
has no steps to enter and home is 18 inches of ground

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

Notes: \_\_\_\_\_  
\_\_\_\_\_

9. Septic Tank:      
Sewer Connected to Septic System      
# of years with current Septic System: 13

Is plumbing free from sewer back up? yes

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

Notes: \_\_\_\_\_  
\_\_\_\_\_

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

Notes: \_\_\_\_\_  
\_\_\_\_\_

11. Gas Line:      
LP Gas Line & Tank to Code      
Relocate [ ] Replace [ ]

Notes: no gas line, does not have stove  
connected

12. Other observations about all Exterior Plumbing / Drains / Sewer: \_\_\_\_\_  
\_\_\_\_\_

13. **Electrical Lines:** Good [ ] Repair [ ] Replace

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

Location(s): underneath home, wires are exposed Yes  No [ ]

Notes: electrical wires hanging underneath home.  
half of home has no electricity.

---

## INTERIOR

14. **Describe Flooring Conditions** for Entire Dwelling: Uneven and unstable  
RR has hole where daughter fell through it

**Describe Specific Floor Problem Areas:** uneven and wood is old  
and warping, very unstable

**Is Floor Repairable** Yes [ ] No

Notes: \_\_\_\_\_

15. **Condition of Kitchen Cabinets:** Good [ ] Repair [ ] Replace

Notes: 3 cabinets only, homemade

16. **Ceiling Coverings:** Good [ ] Repair  Replace [ ]

Notes: half of home unpainted drywall exposed.

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

Notes: \_\_\_\_\_

18. **Water Heater:** Good  Repair [ ] Replace [ ]

Is hot water heater located and equipped in a safe manner and free of hazards?

**Plumbing:**

Good [ ] Repair [ ] Replace

Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: old plumbing, leaks underneath toilet, has to turn cutoff switch on and off. washer spills water.

19. **Insulation:**

Good [ ] Repair [ ] Replace

Are the attic and walls appropriately insulated for regional conditions?

Notes: New part of home has insulation, old section has no insulation.

20. **Lead Base Paint Assessment**

Required [ ] Not Required

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

Yes  No [ ]

Notes: Roaches

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

Yes [ ] No

Location(s): bedroom

Notes: Electrical switches, outlets and lights do not work

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

Reconstruction

- Note - If more room is needed, attach additional sheet.

# Housing Rehab Program

**ENTITY:** Countywide

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

**FUNDING YEAR:** HOME 2005

**SYNOPSIS:**

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

**Eleuterio & Estela  
Gonzalez**

Family of two (2)	
Applicant's age is 73 and spouse's age is 72	
Title Search:	No Abstract & Liens
Flood Zone:	No - Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	\$199.13
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	\$ 14,184.00
HUD Income Limits (family of 2):	\$ 29,200.00

Existing Dwelling: 3 bedrooms frame home, built in 1969.

**RECOMMENDATION:**

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

# INITIAL INSPECTION

Date: 12-22-09 City: MISSION If County Wide, Precinct #: \_\_\_\_\_

Name of Applicant: Eleuterio & Estela Gonzalez Inspector: MO

Address: 2605 Wharton Rd. Year House was Built: 1969

## EXTERIOR

1. **Foundation Condition:** Good [ ] Repair [ ] Replace [ ]  
**Foundation Type:** Piers [] Concrete [ ]  
Is the foundation sound and free from hazards?

Notes: \_\_\_\_\_  
\_\_\_\_\_

2. **Exterior Walls:** Good [ ] Repair [ ] Replace [ ]  
Are the exterior surfaces sound and free from hazards?

Notes: Termites & rotted wood. 2005 was repointed inside & out.

3. **Windows:** Good [ ] Repair [ ] Replace [ ]

Notes: a couple broken " most need to stay up w/ sticks.

4. **Doors:** Good [ ] Repair [ ] Replace [ ]

Notes: not easy to close because of warped floor.

5. **Overhang / Trim:** Good [ ] Repair [ ] Replace [ ]

Notes: \_\_\_\_\_

6. **Roof Shingles:** Good [ ] Repair [ ] Replace [ ]

Notes: roof shingles as old as home.

Is the roof sound and free from hazards?

Notes: \_\_\_\_\_  
\_\_\_\_\_

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc.):** \_\_\_\_\_  
\_\_\_\_\_

8. **Sewer Connected to City Main Line**    
**Yard Line:** Good  Repair  Replace

Notes: \_\_\_\_\_  
\_\_\_\_\_

9. **Septic Tank:** *N.A.* Good  Repair  Replace   
**Sewer Connected to Septic System**   
**# of years with current Septic System:** \_\_\_\_\_

Is plumbing free from sewer back up? YES

**Yard Line & Drain Fiel:** Good  Repair  Replace

Notes: \_\_\_\_\_  
\_\_\_\_\_

10. **Water Line:** Good  Repair  Replace

Notes: \_\_\_\_\_  
\_\_\_\_\_

11. **Gas Line:** Good  Repair  Replace   
**LP Gas Line & Tank to Code** Relocate  Replace

Notes: no leaks

12. **Other observations about all Exterior Plumbing / Drains / Sewer:** \_\_\_\_\_  
\_\_\_\_\_

13. **Electrical Lines:** Good [ ] Repair [ ] Replace [ ]

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

Yes [ ] No [ ]

Location(s): \_\_\_\_\_

Notes: \_\_\_\_\_

---

## INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: sinking & warped

Describe Specific Floor Problem Areas: throughout home

**Is Floor Repairable** Yes [ ] No []

Notes: very weak / termite

15. Condition of **Kitchen Cabinets:** Good [] Repair [ ] Replace [ ]

Notes: \_\_\_\_\_

16. **Ceiling Coverings:** Good [ ] Repair [ ] Replace [ ]

Notes: areas where sheetrock fell.

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

Notes: \_\_\_\_\_

18. **Water Heater:** 15 YEARS Good [] Repair [ ] Replace [ ]  
Is hot water heater located and equipped in a safe manner and free of hazards?

**Plumbing:**

Good  Repair [ ] Replace [ ]

Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: \_\_\_\_\_

19. **Insulation:**

Good  Repair [ ] Replace [ ]

Are the attic and walls appropriately insulated for regional conditions?

Notes: is fully insulated.

20. **Lead Base Paint Assessment**

possible.

Required [ ]

Not Required [ ]

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

Yes

No [ ]

Notes: neighbors have trash; attracts the roaches; rats.

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

Yes [ ]

No [ ]

Location(s): \_\_\_\_\_

Notes: no problems w/ outlets or switches.

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

will cost more than 1/2 of home value to repair. Recommended Reconstruction

- Note - If more room is needed, attach additional sheet.

**City of Hidalgo - Budget & Program Amendment  
CC CONSENT**

**Date:** 03/12/2010  
**Submitted By:** Hilda Bazan, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

Urban County Program is requesting approval of a Budget and Program Amendment for the City of Hidalgo Urban County Program Year 21 (2008) and Year 22 (2009).

**BACKGROUND**

The proposed amendment for City of Hidalgo will affect the existing work plans in UCP Year 21 (2008) and Year 22 (2009). A Public Hearing was held on February 23, 2010 at 6:00 p.m., and citizen participation requirements have been met.

See attached detailed amendment.

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Proposed budget & program amendment will be utilizing Urban County Program year 21 (2008) and year 22 (2009) funds. No budget increase to proposed amendment.

**Attachments**

Link: [City of Hidalgo- B&P Amendment](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 09:53 AM	APRV
2	Auditor's Office	Angela Garcia	03/04/2010 10:00 AM	APRV
3	Perla Lopez	Perla Lopez	03/04/2010 10:06 AM	APRV
4	Purchasing Department	Marty Salazar	03/04/2010 05:01 PM	APRV

Form Started By: Hilda Bazan  
Started On: 03/03/2010 05:02 PM

Final Approval Date: 03/04/2010

**PUBLIC HEARING NOTICE  
CITY OF HIDALGO  
URBAN COUNTY PROGRAM  
BUDGET / PROGRAM AMENDMENT**

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, THE CITY OF HIDALGO WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET AND PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM, YEAR 21 (2008) AND YEAR 22 (2009).

THE PUBLIC HEARING WILL BE HELD ON FEBRUARY 23, 2010 AT 6:00 P.M. AT THE CITY OF HIDALGO CITY HALL LOCATED AT 704 EAST TEXANO DRIVE, HIDALGO, TEXAS.

THE FOLLOWING IS THE PROPOSED BUDGET / PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

<b>EXISTING BUDGET</b>	<b>UCP YR 21 (2008) ACTIVITIES</b>	<b>PROPOSED BUDGET</b>
\$334,011.00	WATER / SEWER IMPROVEMENTS(-\$34,749.00)	\$ 299,262.00
\$ 0.00	PARKS, RECREATIONAL FACILITIES(+ \$34,749.00)	\$ 34,749.00
\$334,011.00	TOTAL	\$334,011.00

THE PROPOSED AMENDMENT WILL **DECREASE** THE WATER/SEWER IMPROVEMENTS ACTIVITY AND CREATE A PARK, RECREATIONAL FACILITIES ACTIVITY FOR THE PURCHASE OF PARK EQUIPMENT.

<b>EXISTING BUDGET</b>	<b>UCP YR 22 (2009) ACTIVITIES</b>	<b>PROPOSED BUDGET</b>
\$ 300,000.00	WATER / SEWER IMPROVEMENTS(-\$223,421.25)	\$ 76,578.75
\$ 29,011.00	PARKS, RECREATIONAL FACILITIES(+ \$47,421.25)	\$ 76,432.25
\$ 5,000.00	FIRE STATION/EQUIPMENT(+ \$176,000.00)	\$ 181,000.00
\$ 334,011.00	TOTAL	\$ 334,011.00

THE PROPOSED AMENDMENT WILL **DECREASE** THE WATER/SEWER IMPROVEMENTS ACTIVITY IN THE AMOUNT OF \$223,421.25 AND TRANSFER FUNDS TO THE PARKS, RECREATIONAL FACILITIES ACTIVITY AND FIRE STATION/EQUIPMENT ACTIVITY.

THE PROPOSED AMENDMENT WILL **INCREASE** THE PARKS, RECREATIONAL FACILITIES ACTIVITY BY \$47,421.25 FOR THE PURCHASE OF PARK EQUIPMENT.

THE PROPOSED AMENDMENT WILL **INCREASE** THE FIRE STATION/EQUIPMENT ACTIVITY BY \$176,000.00 FOR THE PURCHASE OF A WILDLAND TANKER FIRE TRUCK.

ACCOMMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST. LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN. FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 843-2286.

WRITTEN COMMENTS CAN BE FORWARDED TO:  
MAYOR JOHN DAVID FRANZ  
704 EAST TEXANO DRIVE  
HIDALGO, TEXAS 78557

**Reject Bid- and Re-advertise-Testing System And Related Supplies  
CC CONSENT**

Date: 03/12/2010  
Submitted By: Sandy Suarez, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

1. Recommending action to reject sole bid for: "Testing System And Related Supplies"-Hidalgo County Health And Human Services. Bid No.: 2010-008-02-03-SGS, as bid submitted did not meet specifications.
2. Requesting authority to re-advertise and approval of procurement packet (i.e. modified specifications/requirements, legal notice, and draft contract etc.) for "Testing System And Related Supplies"- RFB No.2010-071-04-07-SGS.

BACKGROUND

Current Contract expires on May 02, 2010

Proposed Schedule of Events:

First Advertisement: March 20, 2010  
Second Advertisement: March 27, 2010  
Bid Opening date: April 07, 2010

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-00X-0-604  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 3-4-10:  
Program Amount  
001 \$ 5,247.11  
003 \$152,757.64

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Attachments

Link: [Procurement Packet](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 12:41 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 01:22 PM	APRV

3 Manuel Chapa Manuel Chapa 03/05/2010 08:09 AM APRV  
4 Auditor's Office 03/05/2010 04:28 PM NEW  
Form Started By: Sandy Suarez Started On: 02/10/2010 09:24  
AM  
Final Approval Date: 03/05/2010

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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**

### **“TESTING SYSTEM AND RELATED SUPPLIES”**

**BID OPENING DATE:**

**APRIL 07, 2010**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES ”**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-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT - TESTING SYSTEM AND RELATED SUPPLIES ”**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building., Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, APRIL 07, 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 “RFB No.-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES”.**

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.

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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. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)
  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 o 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 HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES"**  
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:

Attn: Eduardo Olivarez  
 Hidalgo County Health And Human Services  
 1304 S. 25<sup>th</sup> Street  
 Edinburg, TX. 78539  
 (956)383-6221

17. Schedule of Events:

<b>Bid Opening, 9:30 AM</b>	<u>APRIL 07, 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,

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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 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.
  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

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Bid  
for  
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**  
**“TESTING SYSTEM AND RELATED SUPPLIES”**  
**BID NO.: 2010-071-04-07-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 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:

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PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**To:** Eduardo Olivarez, Chief Administrator  
Hidalgo County Health and Human Services  
**Attn:** Josie Escalante **via email:** [josie.escalante@hchd.org](mailto:josie.escalante@hchd.org)

**From:** Sandy Suarez, Buyer  
Hidalgo County Purchasing Dept.

**Date:** February 11, 2010

**Re:** RFB No. 2010-071-00-00-SGS-HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-"TESTING SYSTEMS AND RELATED SUPPLIES"

For your **REVIEW and UPDATE**, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

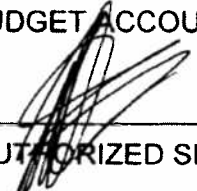
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  X  YES /   NO /   Other

(Specify)  0-1100-441-00-340-001-0-604

BUDGET ACCOUNT #:  0-1100-441-00-340-003-0-604

	<u> Eduardo Olivarez </u>	<u> 2/16/10 </u>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) no later than Tuesday, February 16, 2010 @ 3:00p.m.**

Enclosures

*2/19/10. Spoke to Josie regarding contract term. 2 yrs / w option to extend for 1 additional yr. 60 day. She said...*

EXHIBIT “A”  
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY HEALTH AND  
HUMAN SERVICES DEPARTMENT

REQUEST FOR BIDS

“TESTING SYSTEMS AND RELATED  
SUPPLIES”

**BID NO.: 2010-071-04-07-SGS**

## EXHIBIT "A"

### HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT "Testing Systems and Related Supplies" SPECIFICATIONS/REQUIREMENTS

**Bid No. 2010-071-04-07-SGS**

Hidalgo County Health and Human Services Department is accepting bids from vendors selling **original equipment from manufacturers**. All items will be on an "As Needed Basis" only. For any interested Bidders, a **Pre-Bid Conference** will take place on **March 26, 2010 at 2:00 P.M.** at 2802 S. Bus. Hwy 281, Edinburg, Texas. (New Administration Building).

#### **Specifications/Requirements:**

The specifications/requirements goods contract FOB: Edinburg will encompass all testing systems and related supplies to Hidalgo County Health and Human Services Department including, but not limited to, the following:

- A.) Analyzers must come with the following: Power adapter  
**Optional item:**-one (1) instrument-specific Control Cuvette for daily Q/C.
- B.) One (1) full years warranty (excluding replacement of lost Control Cuvette)
- C.) Free loaner instrument sent to you, if your instrument is in for service, and staff in- servicing.
- D.) All purchases of products will be on an "As Needed Basis" only. There is no guaranteed annual volume.
- E.) Stock the necessary products, or be able to provide said items within 24 hours.
- F.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.
- G.) Providing original manufacturer items.
- H.) Microcuvettes must be delivered within five (5) days maximum from the date order is placed and be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing systems, which are utilized in all WIC and County Health clinic sites.
- I.) Provide initial training and any on going support at no charge to the County throughout the term of the contract.

#### **REQUIRED ITEMS:**

The following are the minimum requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Approximately 18 meters will be needed and will be replaced if/and when there is an upgrade. Anticipated annual amount of tests needed, will be between 35-40 boxes of 200ct. each.

- A.) Hemoglobin Analyzer (photo meter)  
Must have a measurement range of: 0 – 23.5 g/dL  
Have an internal electronic self-test that automatically verifies the calibration of the analyzer every time the unit is turned on, and every two hours of operation.  
Use a sample volume of 10 uL.  
Be capable of using capillary, venous or arterial blood.  
Have an accuracy of 99% (as determined versus the ICSH reference method).  
Use a double-wave length method (I.E., 570 and 880 NM) to correct for interferences due to Lipemia, Leukocytosis and other sources of turbidity.  
Have internal batteries, if not, must provide batteries for the term of contract at no additional cost to the County.  
Have an operating temperature range of at least 59-86 degrees Fahrenheit.  
Be pre-calibrated and not require user calibration when new lots of reagents or microcuvettes are put into use.  
Be part of a test system (analyzer, cuvettes, controls, reagents) that has been approved as a waived test by the center for Medicare and Medicaid (CMS) under the Clinical Laboratory Improvement Amendments (CLIA).  
The Hemoglobin analyzers must meet CLIA standards for use under a waived certificate. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.  
Hemoglobin testing system covered under guarantee performance policy.  
**Optional item:** Control cuvette.
- B.) Hemoglobin Microcuvettes (tests) 100-200 ct:  
Must be a plastic sampling device containing reagents: sodium desoxycholate, sodium azide and sodium nitrate.  
Open vials to have a shelf life of approximately 90 days and unopened vials to have a shelf life of approximately two (2) years.  
Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)  
Must be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing machines.

**TERMS AND CONDITIONS:**

- 1.) The term of the requirements contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- 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 for unforeseen delay in award of new bid for the next contract term.
- 3.) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
- 4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo

- County shall charge the successful bidder the difference for any additional cost of such item.
- 5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
  - 6.) Any contract awarded to a successful bidder will be in effect until:
    - The contract expires.
    - Delivery acceptance of products and/or performance of services ordered, or
    - Terminated by County with thirty (30) days written notice prior to the cancellation.
  - 7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).
  - 8.) 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.
  - 9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
  - 10.) Bidder(s) agree 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.
  - 11.) Have been in business for at least two years.
  - 12.) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

#### **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost 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 Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, March 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Thursday, April 01, 2010 by 5:00 P.M.**

**REQUIREMENTS AGREEMENT**  
**C-10-071-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of the \_\_day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_ ("Seller") and **Hidalgo County Health and Human Services in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Testing System and Related Supplies on an "As Needed Basis" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Health and Human Services projects for a period of two year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning \_\_\_\_\_, 2010 and ending on \_\_\_\_\_, 2011 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as

to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **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).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of

Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Rene Ramirez, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Atlas & Hall LLP

\_\_\_\_\_  
Steve L Crain

**EXHIBIT “A”**

**REQUEST FOR BID (RFB)**

**PROCUREMENT PACKET**

**EXHIBIT “B”**

**REQUEST FOR BID**

**BID PAGE**

# **EXHIBIT “C”**

## **CERTIFICATE OF INSURANCE**

**AI-20229**

**11.B.**

**Renewal/Extension: E-09-112-02-09-Bond Logistix (Arbitrage Calculation Services)**

**CC CONSENT**

Date: 03/12/2010  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting authority to exercise the third year extension(final year)as provided in the scope of services and/or requirements of RFQ NO: 2007-018-01-03 between Hidalgo County and Bond Logistix LLC for "Arbitrage Calculation Services" under the same rates, terms and conditions.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-19-115-020-0-339  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 3-5-10 \$500.00

Attachments

Link: [Contract Documentation](#)  
Link: [Signed Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 05:02 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 05:11 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/05/2010 08:50 AM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Vangie Garcia Started On: 03/03/2010 05:05 PM  
Final Approval Date: 03/05/2010



**BONDLOGISTIX** LLC  
INSIGHT. INNOVATION. INTEGRATION.

2711 North Haskell Avenue  
Lockbox #35, Suite 2600 SW  
Dallas, TX 75204  
Phone 214 989 2700 Fax 214 989 2712  
www.bondlogistix.com

March 26, 2007

Hidalgo County, Texas  
100 East Cano Street  
3rd Floor  
Edinburg, Texas 78539-3587

**Re: Arbitrage Rebate Compliance Services**

Dear Ladies and Gentlemen:

This letter is to confirm the engagement of Bond Logistix LLC ("BLX") by Hidalgo County, Texas (the "Obligor") for the purpose of performing calculations relating to the arbitrage and rebate requirements contained in the Internal Revenue Code (the "Code"). The calculations are to be performed with respect to the bond issue(s) listed on Exhibit A hereto (the "Bonds") applying applicable federal tax rules.

BLX will calculate the amount of rebate liability with respect to the Bonds once per year as of the end of each bond year (unless specifically directed in writing otherwise by the Obligor) and as of the final maturity or redemption of the Bonds (each such date on which a rebate calculation is performed is referred to herein as a "Rebate Calculation Date") applying regulations of the United States Department of the Treasury ("Treasury") in effect on such Rebate Calculation Date. In addition, if a "penalty in lieu of rebate" election under Code Section 148(f)(4)(C)(vii) has been made by the Obligor with respect to the Bonds, BLX will calculate, every six months, the amount of such "penalty" as of the end of each six-month period beginning on the date of issue of the Bonds (each such date on which a penalty calculation is performed is referred to herein as a "Penalty Calculation Date"). (The term "Calculation Date" as used herein shall refer to a Rebate Calculation Date or a Penalty Calculation Date, as appropriate.) In addition, if required or requested by the Obligor, BLX will include in each report delivered to the Obligor an analysis of compliance with applicable arbitrage yield restrictions. With respect to each Calculation Date, BLX will prepare or cause to be prepared schedules reflecting the relevant calculations and the assumptions involved and will deliver a rebate or penalty liability report addressed to the Obligor as to the amount of the rebate or penalty liability as of such Calculation Date.

At the Obligor's election, which election is made by the Obligor's signature of this engagement letter, each such rebate or penalty liability report will include a legal opinion provided by the law firm, Orrick, Herrington & Sutcliffe LLP ("Orrick"). BLX will engage Orrick to provide legal oversight and review as it deems necessary to render its opinion that the computations shown in the report are mathematically accurate and were performed in accordance with applicable federal law and regulations. Because BLX is an Orrick subsidiary, you may choose to consult counsel other than Orrick about the terms of this engagement. The Obligor undertakes to provide or cause to be provided to BLX all such relevant data, as specified by BLX from time to time, and shall cooperate with all reasonable requests of BLX in connection therewith. The Obligor also agrees to inform BLX of any actual or planned early redemption of the Bonds at its earliest opportunity.

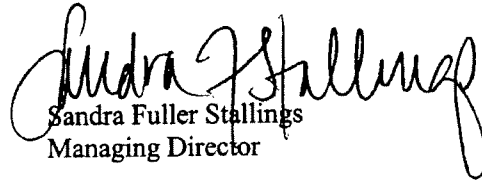


**BONDLOGISTIX LLC**  
INSIGHT. INNOVATION. INTEGRATION

BLX is not being engaged hereunder, and BLX is not hereby obligated, to undertake any of the following: (1) independently determine whether securities allocable to proceeds of the bonds were purchased at fair market value within the meaning of the Treasury Regulations; (2) perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds; (3) perform calculations or other research as to the desirability of elections or selections that may be available under applicable federal tax law; (4) review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for rebate and penalty liability to the extent set forth in this engagement letter; (5) consider any information obtained by BLX pursuant to this engagement for any purpose other than determining such rebate and penalty liability; and (6) update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report. Should the Obligor desire BLX to undertake any of the foregoing, such work will be the subject of a separate engagement and a separate fee, if any. In addition, BLX will be entitled to rely entirely on information provided by the Obligor and the Trustee and/or their agents and assigns without independent verification. The fee with respect to the Bonds will be determined pursuant to Exhibit B hereto. Engagement Fees are due upon each engagement and Report Fees are due upon delivery of each report by BLX. This engagement is terminable by either party by written notice to the other, such termination to be effective immediately; provided that, if BLX terminates this engagement prior to delivering any calculations, the engagement fee (if previously paid) shall be refunded. BLX shall be entitled to assign its rights and obligations under this engagement in whole or in part upon prior written notice to the Obligor; provided that no such notice is required so long as Orrick retains the obligation to deliver legal opinions hereunder. No additional fees will be charged by Orrick for providing the legal services described herein. BLX will separately compensate Orrick for such services.

BLX and/or Orrick may have client relationships with other parties involved in some manner with the Bonds or the Obligor (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the Bonds or some unrelated matter(s). However, to the extent that a conflict-of-interest is created by this engagement, the Obligor hereby waives any such conflict. If this engagement letter is satisfactory, please have an authorized official execute one copy and return it to the undersigned.

Very truly yours,  
BOND LOGISTIX LLC

  
Sandra Fuller Stallings  
Managing Director

Accepted:

HIDALGO COUNTY, TEXAS


By:

Print Name:

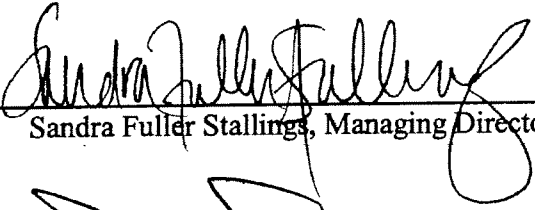
Title:

Date:

E-mail Address:

  
\_\_\_\_\_  
J.D. Salinas III  
\_\_\_\_\_  
County Judge  
\_\_\_\_\_  
4/10/07  
\_\_\_\_\_  
JD.salinas@co.hidalgo.tx.us

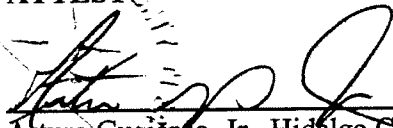
CONSULTANT: BOND LOGISTIX, L.L.C.

BY:   
Sandra Fuller Stallings, Managing Director

OWNER:  
HIDALGO COUNTY

BY:   
J.D. Salinas, County Judge

ATTEST:

  
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED BY COMMISSIONERS' COURT ON: March 13, 2007

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

BY: 

HIDALGO COUNTY

Exhibits:

EXHIBITS A - "Estimate of Fees for Arbitrage Rebate Consulting"

EXHIBIT B - Arbitrage Rebate Compliance Services Fee Schedule

EXHIBIT C - Exhibit "C"-Insurance Certificates



**BONDLOGISTIX** LLC  
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## EXHIBIT A

### Description

1. Please see attached "Estimate of Fees for Arbitrage Rebate Consulting"



**BONDLOGISTIX** LLC  
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EXHIBIT B

ARBITRAGE REBATE COMPLIANCE SERVICES FEE SCHEDULE

*Please see attached "Estimate of Fees for Arbitrage Rebate Consulting"*

**Hidalgo County, Texas**  
**Estimate of Fees for Arbitrage Rebate Consulting**

Par Value	Issue Description	Delivery Date	Assumed Last Comp Date	Next IRS Comp Date	End of Temporary Period	Yield Restriction Catch Up Fee (Yr X \$500)	Final Maturity Date	Notes
1	\$6,990,000 Certificate of Obligation, Series 1998	09/15/98	09/15/06	09/15/08	09/15/01	\$2,500	08/15/18	May be considered one issue with Ref 98 Refunded by 2005
2	\$5,845,000 General Obligation Refunding, Series 1998	09/15/98	09/15/06	09/15/08	07/19/03	\$1,500	08/15/08	Final Maturity 8/15/08 unless combined with CO98
3	\$48,160,000 Certificate of Obligation, Series 2000	07/19/00	07/19/06	07/19/10	07/19/03	\$1,500	08/15/10	Refunded by 2005
4	\$25,675,000 Certificate of Obligation, Series 2001	05/23/01	05/23/06	05/23/11	05/23/04	\$1,000	08/15/11	Refunded by 2005
5	\$20,910,000 Certificate of Obligation, Series 2002	09/04/02	09/04/06	09/04/07	09/04/05	\$500	08/15/15	Refunded by 2007
6	\$32,250,000 Certificate of Obligation, Series 2004	09/22/04	09/22/06	09/22/09	01/04/07		08/15/19	Refunded by 2007
7	\$51,640,000 General Obligation Refunding, Series 2005	05/12/05	05/12/06	05/12/10			08/15/21	Refunded Series 1998, 2000 and 2001
8	\$38,770,000 Certificate of Obligation, Series 2006	10/05/06	10/05/06	10/05/11	10/05/09		08/15/26	May be considered one issue with Ref 06
9	\$2,180,000 Limited Tax Refunding, Series 2006	10/05/06	10/05/06	10/05/11			08/15/11	Final Maturity 8/15/11 unless combined with CO06 Refunded 2004 Tax Notes
10	\$26,415,000 Limited Tax Refunding, Series 2007	01/04/07		01/04/12			08/15/24	Refunded Series 2002 and 2004

**Hidalgo County, Texas**  
**Estimate of Fees for Arbitrage Rebate Consulting**

	Fixed Rate Bonds	Variable Rate Bonds
Annual Report Fee, per Series:	\$1,500	\$2,000
Total Estimated over Five Year Basis (per series):	<u>\$7,500</u>	<u>\$10,000</u>

Option 1 - Annual Reports with Legal Opinion:  
 Annual Report Fee, per Series:  
 Total Estimated over Five Year Basis (per series):

Report which covers 3 years:	\$2,500	\$3,000
Report which covers years 4-5:	\$2,000	\$2,500
Total Estimated over Five Year Basis (per series):	<u>\$4,500</u>	<u>\$5,500</u>

Option 2 - Formal Reports at Year 3 and Year 5 with Legal Opinion:  
 Report which covers 3 years:  
 Report which covers years 4-5:  
 Total Estimated over Five Year Basis (per series):

Annual Estimate and Formal Report at Year 5 with Legal Opinion:	\$2,000	
Annual Estimate (\$500/year for 4 years):		\$3,000
Annual Estimate (\$750/year for 4 years):	\$1,500	\$2,000
Report w/ Opinion at 5th Year:	<u>\$3,500</u>	<u>\$5,000</u>

Option 3 - Annual Estimate and Formal Report at Year 5 with Legal Opinion:  
 Annual Estimate (\$500/year for 4 years):  
 Annual Estimate (\$750/year for 4 years):  
 Report w/ Opinion at 5th Year:  
 Total Estimated over Five Year Basis (per series):

Miscellaneous Fees per Series:		
Retroactive Yield Restriction Analysis (per year):	\$500	\$500
Current Year's Yield Restriction Analysis:	\$0	\$0
IRS Form 8038-T Preparation:	\$0	\$0
Universal Cap or Transferred Proceeds:	\$0	\$0
Commungled Funds:	\$0	\$0
Recovery of Overpayment (refund claim):	<u>\$3,000</u>	<u>\$5,000</u>

Miscellaneous Fees per Series:  
 Retroactive Yield Restriction Analysis (per year):  
 Current Year's Yield Restriction Analysis:  
 IRS Form 8038-T Preparation:  
 Universal Cap or Transferred Proceeds:  
 Commungled Funds:  
 Recovery of Overpayment (refund claim):

**EXHIBIT A**

**REQUIREMENTS**

**HIDALGO COUNTY  
REQUEST FOR QUALIFICATIONS**

**ARBITRAGE CALCULATION SERVICES**

**RFQ NO: 2007-018-01-03-VYG**

Hidalgo County is inviting statements of qualifications from qualified firms to provide arbitrage compliance services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a state-(Texas) arbitrage consulting firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 3, 2007.** **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 2007-018-01-03  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
100 E. Cano, 4th Floor  
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFQ Number, Name And Acceptance Date.**

The following outlines the Request For Qualifications:

**~~SECTION~~ - GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4<sup>th</sup> Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, December 27, 2006 at 5:00 P.M. at (956) 318-2629.** Responses will be sent to all applicants via facsimile by Friday, December 29, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except

where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals **must** be signed. Please sign the original in **blue** ink.

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the term of the contract will be for an initial period of one (1) year, with

County's option to renew for three (3) additional one (1) year terms, under the same rates, terms and conditions.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**SECTION I -RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

**CONTENTS:**

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.
- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all

proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein.

**SCOPE OF SERVICES:**

The firm selected will be required to perform all services and duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. (Please refer to Additional Specifications and Requirements).

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, submitter is to provide a fee proposal for the scope of work to follow.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and seven (7) copies.

**SECTION II -SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:**

The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

**PROPOSAL RANKING:**

Departmental Committees will evaluate and rank the written RFQs on a per project basis. After the RFQs have been ranked, the respective department will make a recommendation to the Hidalgo County Commissioners' Court.

**NEGOTIATION PROCESS:**

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

**RFQ SUBMITTED TO:** An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 3, 2007.** 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.

**EVALUATION:** The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit B.

**Hidalgo County-Arbitrage Calculation Services**  
**RFQ NO: 2007-018-01-03-VYG**

**Additional Specifications and Requirements**

**SCOPE OF SERVICES:**

The firm selected will be required to perform arbitrage calculations for Hidalgo County's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Certificates of Obligation, Series 1998	\$ 6,990.00
2.	Certificates of Obligation, Series 2000	\$48,160.00
3.	Certificates of Obligation, Series 2001	\$25,675.00
4.	Certificates of Obligation, Series 2002	\$20,910.00
5.	Certificates of Obligation, Series 2004	\$32,250.00
6.	Certificates of Obligation, Series 2006	\$38,770.00

**1. Arbitrage Compliance Program**

Firm will establish a program to ensure Hidalgo County is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and provide the following additional services:

- Assist the County in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.
- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County in monitoring yield-restricted funds, which may be invested.
- Assist the County, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

**2. Computational Requirements**

Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.
- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.

- Identify, and separately account for, all "Gross Proceeds" (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.
- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.
- Compute the yield on the earnings of the gross proceeds of the issue.
- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.
- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.
- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

### **3. Internal Revenue Service Reporting Requirements**

Firm will serve as the interface between the County and the Internal Revenue Service.

Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.
- Provide a written report supporting the computations to the County.
- Determine the correction amount and the penalties associated with any installment failure as required.
- Assist in applying for permitted refunds for certain overpayments in the event the County overpays the amount of rebatable arbitrage for an issue.
- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.
- Assist the County, as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.
- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Sandra F. Stallings, Managing Director  
Bond Logistix

Via Fax: (214-959-2712)

From: Martha L. Salazar, CPPB *MSL*  
Hidalgo County Purchasing Department

Date: February 27, 2007

Re: Negotiation Meeting for -"Hidalgo County-Arbitrage Calculation Services"  
(RFQ NO: 2007-018-01-03-VYG)

Pursuant to the "Negotiation Meeting" for the above-reference project on February 22, 2007, please be advised that the County of Hidalgo respectfully request a **"Best and Final Offer"** on your proposed rates/fees and detailed schedule of work to be performed and what it is exactly that Bond Logistix will require from Hidalgo County in order for Bond Logistix to proceed in performing the scope of services that were discussed during the meeting.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing item on agenda for final approval by Commissioners Court for acceptance on offer.

We request that you submit a proposed "Best And Final Offer" on rates/fees and detailed schedule of work, no later than 10:00 a.m. on Friday, March 2, 2007.

Best and final offer of the proposed contract rates/fees of \$Please see attached

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956)318-2629.

Signed: Sandra F. Stallings

Title: Managing Director

Printed Name: Sandra F. Stallings



**BONDLOGISTIX** LLC  
INSIGHT. INNOVATION. INTEGRATION.

2711 N. Haskell Avenue  
Suite 2600SW, Lock Box 35  
Dallas, Texas 75204  
Phone: (214) 989-2701  
Fax: (214) 989-2712

## TELECOPY COVER SHEET

No. of Pages: (including cover sheet) 5

Date: March 2, 2007

To: Vangle Garcia, Buyer II  
Company: Hidalgo County - Purchasing

Telephone: 956.318.2626  
Telecopy: 956.318.2629

From: Sandee Stallings

Telephone: 214.989.2701  
Telecopy: 214.989.2712

Re: BAFO for RFQ No.: 2007-018-01-03-VYG -  
Arbitrage Calculation Services - Hidalgo County

**PLEASE NOTE: THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION IS INTENDED TO BE SENT ONLY TO THE NAMED ADDRESSEE OF THE TRANSMISSION. IT MAY BE PROTECTED FROM UNAUTHORIZED USE OR DISSEMINATION BY THE ATTORNEY-CLIENT PRIVILEGE, THE ATTORNEY WORK-PRODUCT DOCTRINE, OR ANY OTHER APPLICABLE PRIVILEGE. IF YOU ARE NOT THE NAMED ADDRESSEE, YOUR DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. YOU ARE ALSO ASKED TO NOTIFY US IMMEDIATELY BY TELEPHONE AND TO RETURN THE ORIGINAL DOCUMENT TO US IMMEDIATELY BY MAIL AT THE ADDRESS ABOVE. THANK YOU IN ADVANCE FOR YOUR COOPERATION.**

(NOTE: If you do not receive all pages, please call 214.989.2701 as soon as possible.)

Please call me if you have any questions.




**BONDLOGISTIX** LLC  
INSIGHT. INNOVATION. INTEGRATION.

2711 North Haskell Avenue  
Lockbox #35, Suite 2600 SW  
Dallas, TX 75204  
Phone 214 989 2700 Fax 214 989 2712  
www.bondlogistix.com

## MEMORANDUM

**TO** Hidalgo County, Texas

**FROM** Sandee Stallings - Bond Logistix LLC 

**DATE** March 2, 2007

**RE** Information Necessary to Perform Arbitrage Rebate Analyses

Following is the list of necessary items we will need in order to compute the arbitrage and or rebate liabilities with respect to the County's debt offerings:

***Bond Documents (for each issuance):***

- Copy of latest arbitrage rebate analysis
- Copy of executed IRS Form 8038-T, and attached check(s) relating to any previous arbitrage rebate or yield reduction payments
- Tax Certificate (aka No Arbitrage Certificate, Certificate as to Tax Exemption)
- Insurance Premium documentation (if insured)
- IRS Tax Form 8038-G
- Accountant's Verification Report (for refundings, if not available online)

***Investment Records - from prior computation date through current computation date:***

***Project Fund(s)***

- Detailed Cash Reports
- Ledger/listing of Certificates of Deposits (purchase date, amount invested, interest rate, maturity date, interest received at maturity)
- NOW Account bank statements
- Balance of unexpended bond proceeds as of the current computation date
- Balance of unexpended bond proceeds as of the end of the respective temporary period (see attached worksheet)

***Debt Service Fund(s)***

- Detailed Cash Reports
- Ledger/listing of Certificates of Deposits (purchase date, amount invested, interest rate, maturity date, interest received at maturity)
- NOW Account bank statements
- Balance of invested proceeds as of the current computation date
- Detailed listing of debt service payments paid from the debt service fund since the last computation date

3/2/2007

Hidalgo County, Texas

Estimate of Fees for Arbitrage Rebate Consulting

Par Value	Issue Description	Delivery Date	Assumed Last Comp Date	Next IRS Comp Date	End of Temporary Period	Yield Restriction Catch Up Fee (Yr X \$500)	Final Maturity Date	Notes
1 \$6,990,000	Certificate of Obligation, Series 1998	09/15/98	09/15/06	09/15/08	09/15/01	\$2,500	08/15/18	May be combined one issue with Ref 98 Refunded by 2005
2 \$5,945,000	General Obligation Refunding, Series 1998	09/15/98	09/15/06	09/15/08			08/15/08	Final Maturity 8/15/08 unless combined with CO98
3 \$48,160,000	Certificate of Obligation, Series 2000	07/19/00	07/19/06	07/19/10	07/19/03	\$1,500	08/15/10	Refunded by 2005
4 \$25,675,000	Certificate of Obligation, Series 2001	05/23/01	05/23/06	05/23/11	05/23/04	\$1,000	08/15/11	Refunded by 2005
5 \$20,910,000	Certificate of Obligation, Series 2002	09/04/02	09/04/06	09/04/07	09/04/05	\$500	08/15/15	Refunded by 2007
6 \$32,250,000	Certificate of Obligation, Series 2004	09/22/04	09/22/06	09/22/09	01/04/07		08/15/19	Refunded by 2007
7 \$51,440,000	General Obligation Refunding, Series 2005	05/12/05	05/12/06	05/12/10			08/15/21	Refunded Series 1998, 2000 and 2001
8 \$38,770,000	Certificate of Obligation, Series 2006	10/05/06		10/05/11	10/05/09		08/15/26	May be combined one issue with Ref 06
9 \$2,180,000	Limited Tax Refunding, Series 2006	10/05/06		10/05/11			08/15/11	Final Maturity 8/15/11 unless combined with CO06 Refunded 2004 Tax Notes
10 \$26,415,000	Limited Tax Refunding, Series 2007	01/04/07		01/04/12			08/15/24	Refunded Series 2002 and 2004

3/2/07

Hidalgo County, Texas

Estimate of Fees for Arbitrage Rebate Consulting

Fixed Rate Bonds	Variable Rate Bonds
\$1,500	\$2,000
\$7,500	\$10,000

Option 1 - Annual Reports with Legal Opinions:  
 Annual Report Fee, per Series:  
 Total Estimated over Five Year Basis (per series):

Option 2 - Formal Reports at Year 3 and Year 5 with Legal Opinions:  
 Report which covers 3 years:  
 Report which covers years 4-5:  
 Total Estimated over Five Year Basis (per series):

Option 3 - Annual Estimates and Formal Report at Year 5 with Legal Opinions:  
 Annual Estimate (\$500/year for 4 years):  
 Annual Estimate (\$750/year for 4 years):  
 Report w/ Opinion at 5th Year:  
 Total Estimated over Five Year Basis (per series):

\$2,500	\$1,000
\$2,000	\$2,500
\$4,500	\$3,500
\$2,000	\$3,000
\$1,500	\$2,000
\$3,500	\$5,000
\$500	\$500
\$0	\$0
\$0	\$0
\$0	\$0
\$0	\$0
\$0	\$0
\$3,000 - \$5,000	

Miscellaneous Fees per Series:  
 Retrospective Yield Restriction Analysis (per year):  
 Current Year's Yield Restriction Analysis:  
 IRS Form 8038-T Preparation:  
 Universal Cap or Transferred Proceeds:  
 Commingled Funds:  
 Recovery of Overpayment (refund claim):

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
02/01/08

**PRODUCER**  
Aon Risk Services Northeast, Inc.  
fka Aon Risk Services, Inc. of New York  
199 Water Street  
New York NY 10038-3551 USA

**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.**

PHONE (866) 283-7122 FAX (847) 953-5390

### INSURERS AFFORDING COVERAGE

**INSURED**  
BondLogistix, LLC  
777 South Figueroa Street  
Suite 3200  
Los Angeles CA 90017 USA

INSURER A: Great Northern Insurance Co.  
INSURER B: Federal Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3582-11-51 Package Policy	02/01/08	02/01/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	
					Employee Benefit Lia	\$1,000,000
B	AUTOMOBILE LIABILITY	74996769 Automobile Policy	02/01/08	02/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
					AGG	
B	EXCESS LIABILITY	79820023 Umbrella Policy	02/01/08	02/01/09	EACH OCCURRENCE	\$25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$25,000,000
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	
					E.L. DISEASE-POLICY LIMIT	
					E.L. DISEASE-EA EMPLOYEE	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Hidalgo County is named as Additional Insured under the General Liability policy.

### CERTIFICATE HOLDER

Hidalgo County  
100 E. Cano  
4th Floor  
Attn: Purchasing Department  
Edinburg TX 78539 USA

### 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast Inc*

Holder Identifier: 570026971388 Certificate No: 570026971388

**Attachment to ACORD Certificate for BondLogistix, LLC**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

BondLogistix, LLC  
 777 South Figueroa Street  
 Suite 3200  
 Los Angeles CA 90017 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY					
A		3582-11-51 Package Policy	02/01/08	02/01/09	Emp Benefits Liab Li	\$1,000,000

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

**PRODUCER**  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

**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.**

PHONE: (212) 441-1000 FAX: (212) 441-1953

**INSURERS AFFORDING COVERAGE**

**INSURED**  
BondLogistix, LLC  
777 South Figueroa Street  
Suite 3200  
Los Angeles CA 90017 USA

INSURER A: Great Northern Insurance Co.  
INSURER B: Federal Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35821151 Package Policy	02/01/09	02/01/10	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Prod-Comp/Op Incl in Genl Agg				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	
					Employee Benefit Lia	\$1,000,000
B	AUTOMOBILE LIABILITY	74996769 Automobile Policy	02/01/09	02/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
					AGG	
B	EXCESS LIABILITY	79820023 Umbrella Policy	02/01/09	02/01/10	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	
					E.L. DISEASE-POLICY LIMIT	
					E.L. DISEASE-EA EMPLOYEE	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Hidalgo County is named as Additional Insured under the General Liability policy.

**CERTIFICATE HOLDER**  
Hidalgo County  
100 E. Cano  
4th Floor  
Attn: Purchasing Department  
Edinburg TX 78539 USA

**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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast, Inc.*

Holder Identifier : 570032871373  
Certificate No :



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2009

**PRODUCER**

MARSH RISK & INSURANCE SERVICES  
 345 CALIFORNIA STREET, SUITE 1300  
 CALIFORNIA LICENSE NO. 0437153  
 SAN FRANCISCO, CA 94104  
 Attn: Audrey Segaud (415)743-8632  
 19025 -BOND-MM-09-10

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**

BOND LOGISTIX LLC  
 FUND SERVICES ADVISORS, INC.  
 777 SOUTH FIGUEROA STREET, SUITE 3200  
 LOS ANGELES, CA 90017

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: Twin City Fire Insurance Co	29459
INSURER B: Hartford Underwriters Insurance Company	30104
INSURER C: Hartford Accident & Indemnity Co.	22357
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	57 WE TU9541 (AOS)	10/01/09	10/01/10	X WC STATU- TORY LIMITS	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	57 WE TU9541 (TX)	10/01/09	10/01/10	E.L. EACH ACCIDENT	\$ 1,000,000
C		If yes, describe under SPECIAL PROVISIONS below	57 WE TU9541 (CA)	10/01/09	10/01/10	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

OCT 14 2009  
 [Signature]

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

**CERTIFICATE HOLDER**

SEA-001249312-13

**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.

HIDALGO COUNTY  
 ATTN: PURCHASING DEPARTMENT  
 100 E. CANO, 4TH FLOOR  
 EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE  
 of Marsh Risk & Insurance Services  
 Gene Williams

[Signature]

MARSH RISK & INSURANCE SERVICES  
345 CALIFORNIA STREET, SUITE 1300  
CALIFORNIA LICENSE NO. 0437153  
SAN FRANCISCO, CA 94104  
ATTN: AUDREY SEGAUD (415)743-8632

\_\_\_\_\_  
\_\_\_\_\_  
HIDALGO COUNTY  
ATTN: PURCHASING DEPARTMENT  
100 E CANO ST FL 4TH  
EDINBURG TX 78539-4582

000961

M-000961

941





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

March 3, 2010

Bond Logistix LLC  
Attn: Sandra F. Stallings, Managing Director  
2711 North Haskell Avenue  
Lockbox #35, Suite 2600 SW  
Dallas, Texas 75204

Re: Extension Of Agreement No: C-07-018-03-13-"Arbitrage Calculation Services"  
(RFQ No: 2007-018-01-03)

Dear Ms. Stallings:

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 Friday, March 12, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 10:00 a.m., Thursday, March 4, 2010, via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us) so as to meet the agenda request form deadlines.

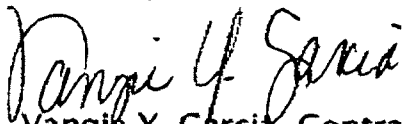
By: Sandra F. Stallings

Date: 3/3/10

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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

Sincerely,



Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department

cc:

department  
auditors

Pct 4 - Inv# ENG 1286 - J E Saenz & Assoc Inc - C-09-171-05-19

CC CONSENT

Date: 03/12/2010
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 1286 (\$14,334.12) 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 1286-J E Saenz & Assoc Inc-C-09-171-05-19

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 3-5-10 \$24,668.24.

Table with 5 columns: AI#, AI#20102, AI#20227, Total, PO Available. Rows show values for 711, 731, and a total row.

Attachments

Link: Inv# ENG1286 & Memo Request-Pct 4

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Shows routing steps from Purchasing Department to Auditor's Office.

Form Started By: Letty Saenz

Started On: 03/03/2010 04:52 PM

Final Approval Date: 03/05/2010



# J.E. SAENZ & ASSOCIATES, INC.

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

INVOICE NO: ENG1286

March 03, 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 2 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	75	\$13,002.35
Right-of-Way Acquisition	<u>\$28,000.00</u>	78	<u>\$22,000.00</u>
TOTAL BUDGET:	\$45,336.47	77	\$35,002.35

TOTAL EARNED: \$35,002.35  
 PREVIOUSLY INVOICED: \$20,668.23  
 TOTAL DUE: \$14,334.12

**TOTAL AMOUNT DUE:**

**\$ 14,334.12**

II. Administration Invoices ENGIN-FRONT 2010 10 001 LAKEVIEW 21 March 2 March 2010 wpd

MAR 03 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

**Leticia Saenz**

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**From:** Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]  
**Sent:** Wednesday, March 03, 2010 4:46 PM  
**To:** leticia.saenz@co.hidalgo.tx.us  
**Subject:** Place invoice on agenda  
**Attachments:** STANDARD MEMO FOR PAYMENT.doc; Picture 001.jpg

Please place on the next CC

Thanks Munoz



## County of Hidalgo Pct. 4

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

### MEMO

DATE: MARCH 03, 2010  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: INV. ENG1286: CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #ENG 1286 IN THE AMOUNT OF \$14,334.12 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 \$10,000.00 AND 0-1204-431-00-124-401-0-731 FOR \$4,334.12

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

RUMALDO MUNOZ JR  
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES  
ATTACHMENTS: Inv., ENG1286

**COOP Vendors List & Monitoring Agreements**

**CC CONSENT**

Date: 03/12/2010  
 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 & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the (WIC) Women, Infant & Children Department for the following locations, effective 1/1/2010-12/31/2010;

Requisition	Location	Conditions Monitored	Lease Term	Monthly	Account Number
168229	220 S. Bicentennial #D, Mcallen, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	313 E. Business 83, Alamo, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	7013 S. Cage Ste. C, Pharr, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	300 E. Hackberry, Mcallen, TX	Burglar, Panic & Low Battery	1 year	\$15.00	01292441003500010413
168229	1 MW Shary Rd. 5M Line, Alton, TX	Burglar, Panic & Low Battery	1 year	\$15.00	01292441003500010413
168229	3109 W. University, Edinburg, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	113 Dawson, Edinburg, TX	Burglar & Panic	1 year	\$15.00	01292441003500010413
168229	3001 N. 23rd Ste. 8, Mcallen, TX	Burglar, Panic & Low Battery	3 years	\$10.00	01292441003500010413
168229	926 W. Sam Houston Ste. #3, Pharr, TX	Burglar, Panic & Low Battery	1 year	\$10.00	01292441003500010413
168229	3105 W. University, Edinburg, TX	Burglar, Panic & Low Battery	1 year	\$15.00	01292441003500010413

3. Requesting approval & authority to execute required commercial alarm monitoring agreement for 1 year with Superior Alarms for the Texas Department Highway Patrol for the following locations, effective 1/1/2010-12/31/2010;

169707	2812 S. International Blvd. Weslaco, TX front & rear of the building	Burglar, Panic & Low Battery	\$10.00/month	01100421001150270413
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BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-413  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Req #168229-Amount available as of 3-4-10 \$1,080.00 for Superior Alarms

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-115-027-0-413  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Req #169707-Amount available \$240.00 for Superior Alarms as of 3-4-10.

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Attachments

- Link: [TASB Amerx](#)  
Link: [Superior Alarms WIC](#)  
Link: [Superior Alarms Terms & Conditions](#)  
Link: [Superior Alarms DPS](#)  
Link: [Coop Vendor's List](#)

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Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	03/04/2010 01:56 PM	APRV
2		Budget & Management	Erika Zamora	03/04/2010 02:02 PM	APRV
3		Ivan Cantu	Ivan Cantu	03/04/2010 02:44 PM	APRV
4		Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Matilde Faz  
Started On: 03/02/2010 01:40 PM  
Final Approval Date: 03/05/2010

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**Vendor Contract Information**

Proposal Documents

[Back](#)**Vendor:** Amerx Office Solutions *Holden***Address:** 1905-B Kramer Lane, Suite 600  
Austin, TX 78758**Phone:** (512) 334-0812**Contact:** Ellen Westmoreland**Email:** ewestmoreland@amerxusa.com**Website:** www.amerxusa.com**Federal ID:** 87-0617164**Accepts RFQs:** Yes**Contract:** Copiers & Supplies #299-08**Effective Date:** 9/1/2008**Expiration Date:** 8/31/2011**Payment Terms:** Net 30 days**Delivery Days:** 10**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Quote Reference****Number:** 299-08**Regions Served:** All Texas Regions**States Served:** Arkansas, Louisiana, Oklahoma, Texas**Vendor Exceptions:** No rental program.**Extended Exceptions:** Amerx Office Solutions's Extended Exceptions**Return Policy:** None**Additional Dealers:** See Extended Exceptions information for listing of additional dealers.**[ Log Out ]**©1996 - 2010 TASB  
ALL RIGHTS RESERVED

**Requisition  
W.I.C. PROGRAM**

Req # 00168229  
PO #  
Date: 01/07/10

Bill To: X  
X

Vendor: 133655  
SUPERIOR ALARMS  
P. O. DRAWER 3097  
MCALLEN TX 78502  
FAX (956)971-6395

Ship To: W.I.C. PROGRAM  
3105 W. UNIVERSITY DR  
EDINBURG TX 78539

Contact:

Contract No:  
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
9.00	EACH	OPEN P.O. FOR BURGLARY MONITORING FOR WIC CLINIC  SECURITY FOR ALAMO WIC 1215, 313 E. BUSINESS 83, MCALLEN WIC 1230, 3001 N. 23RD, AGREEMENT FOR 3 YRS. LAS MILPAS 1211, 7013 S. CAGE, MCALLEN 1218, 220 S, BICENTENNIAL, FOR CLINICS @ 10.00 X 6 CLINICS = 60.00 JAN THRU SEPT. 2010	60.00	540.00
9.00	EACH	SECURITY FOR MCALLEN #1, 300 E. HACKBERRY, EDINBURG, 1219, 113 DAWSON, CO. 3105 W. UNIVERSITY, ALTON WIC 1214, 3513 E. MAIN, 15.00/MONTHLY X 4 CLINICS = 60.00 JAN. THRU SEPT. 2010	60.00	540.00
1.00		Account No 0-1292-441-00-350-001-0-413	Encumbrance 1,080.00	.00 1,080.00
			Freight Total	.00 1,080.00

Authorized By: \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 553961 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Peula

SUBSCRIBER Hidalgo Co. Wic #1218 COMPANY Superior Alarms  
 NAME 3105 W. University ADDRESS 1000 Ash Avenue, McAllen, TX 78501  
 CITY Edinburg, TX STATE TX ZIP CODE 78539 Ph. (956) 682-6005  
 TEL. NO. 854-972-0554 FAX (956) 630-2434  
 TEL.# \_\_\_\_\_

LOCATION OF ALARM DEVICES \_\_\_\_\_  
 Physical Address 220 S. Bicentennial #0 City McAllen State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

- Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_
- Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		VERIFY		ADDITIONAL	
			YES	NO	YES	NO		YES

LOCAL AUTHORITIES TO BE NOTIFIED

CODE \_\_\_\_\_ AUTHORITY \_\_\_\_\_ NAME McAllen P.D. TELEPHONE NUMBER \_\_\_\_\_  
 \_\_\_\_\_ Local Police Department \_\_\_\_\_  
 \_\_\_\_\_ Local Fire Department \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	( )	( )	( )
2	( )	( )	( )
3	( )	( )	( )
4	( )	( )	( )
5	( )	( )	( )

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:  Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_

Supervised schedule below: use your local time.

Activity Report	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Monthly
-----------------	------------------------------	-----------------------------	----------------------------------

SUN MON TUES WED THURS FRI SAT

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

INITIAL TERM: 12 <sup>1yr</sup>~~3years~~ Annual Fee \$ 120.00 + tax \_\_\_\_\_

Jan-Feb-March, beginning Jan 1, and continuing regularly and monthly thereafter.

ACCEPTED:

By \_\_\_\_\_ Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 For Office Use Only \_\_\_\_\_ Checked by \_\_\_\_\_

SIGNATURE OF SUBSCRIBER \_\_\_\_\_ DATE \_\_\_\_\_

WHITE - SUPERIOR ALARMS - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY

Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_ Approved by: \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 446414 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Phu

SUBSCRIBER  
 NAME Hidalgo Co. Bic Clinic  
 ADDRESS 3105 W. University AUSTIN, TX 78737  
 CITY Arlington TX STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 TEL. NO. ( ) \_\_\_\_\_ S. S. NO. \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_  
 TEL.# \_\_\_\_\_

COMPANY  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_ City Alamo State TX Zip \_\_\_\_\_  
 Physical Address 313 E. Bus. 83  
 Directions to Subscriber's Location: \_\_\_\_\_

CONDITIONS MONITORED \_\_\_\_\_  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
 TYPE OF INSTALLATION \_\_\_\_\_  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		VERIFY		AUDIBLE	
			YES	NO	YES	NO	YES	NO

LOCAL AUTHORITIES TO BE NOTIFIED \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_  
 AUTHORITY NAME Alamo P.D.  
 Local Police Department ( )  
 Local Fire Department ( )  
 Other ( )  
 Other ( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED \_\_\_\_\_  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	( )	( )	( )	( )
2	( )	( )	( )	( )
3	( )	( )	( )	( )
4	( )	( )	( )	( )
5	( )	( )	( )	( )

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY \_\_\_\_\_  
 Check for appropriate open/close: \_\_\_\_\_  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.  

OPEN	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.	Early Open Allowance _____
CLOSE								Late Open Allowance _____
Activity Report	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Monthly	Mailed to: _____				Late Close Allowance _____

FEEES • TERMS • PAYMENTS \_\_\_\_\_  
 INITIAL TERM: 1 Year(s) Annual Fee \$ 120.00 + tax  
12 No. of payments equal payments of \$ 10.00, each payable monthly on the 1 day of Jan, Feb, March, beginning Jan 1, 10, and continuing regularly and monthly thereafter.

ACCEPTED: \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use Only  
 SIGN HERE  
 Checked by \_\_\_\_\_

WHITE - SUPERIOR ALARMS  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY  
 REV. A

Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 461988 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pub

**SUBSCRIBER**  
 NAME Hidalgo WLC Program  
 ADDRESS 3105 W. University SUITE NO. \_\_\_\_\_  
Garburg TX STATE TX ZIP CODE 75539  
 TEL. NO. ( ) \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_  
 TOLL # \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

Physical Address 2013 S. Cage Ste. C City Pharr State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM ZONE	CONDITION	VERIFY		ALARM CODE	ALARM ZONE	CONDITION	VERIFY		AUDIBLE
			YES	NO				YES	NO	

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>Pharr P.D.</u>	( ) _____
	Local Fire Department	_____	( ) _____
	Other	_____	( ) _____
	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	_____	( ) _____	( ) _____	_____
2	_____	( ) _____	( ) _____	_____
3	_____	( ) _____	( ) _____	_____
4	_____	( ) _____	( ) _____	_____
5	_____	( ) _____	( ) _____	_____

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report  Yes  No  Monthly

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

**FEEES • TERMS • PAYMENTS**  
 INITIAL TERM: 7 Year(s) Annual Fee \$ 120.00 + tax  
12 No. of payments equal payments of \$ 10.00, each payable Monthly on the 1st day of Jan, Feb, March, beginning Jan 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

ACCEPTED:  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use Only  
 Checked by \_\_\_\_\_

WHITE - SUPERIOR ALARMS  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY  
 REV. A

Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filled in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 443941 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pack

**SUBSCRIBER**  
 NAME Adelphi Co. W.K. Program  
 ADDRESS 3105 W. University  
 CITY Edinburg TX STATE TX ZIP CODE 78539  
 TEL. NO. ( 936 ) 788-4589 S.S. NO. \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 TOL.# \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_  
 City McAllen State TX Zip \_\_\_\_\_  
 Physical Address 300 E. Hackberry  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM ZONE	ALARM CODE	CONDITION	VERIFY		ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		AUDIBLE	
			YES	NO			YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>McAllen P.D.</u>	( ) ( ) ( ) ( )
	Local Fire Department		( ) ( ) ( ) ( )
	Other		( ) ( ) ( ) ( )
	Other		( ) ( ) ( ) ( )

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( ) ( ) ( ) ( )	( ) ( ) ( ) ( )	
2		( ) ( ) ( ) ( )	( ) ( ) ( ) ( )	
3		( ) ( ) ( ) ( )	( ) ( ) ( ) ( )	
4		( ) ( ) ( ) ( )	( ) ( ) ( ) ( )	
5		( ) ( ) ( ) ( )	( ) ( ) ( ) ( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON	TUES	WED	THURS	FRI	SAT
OPEN							
CLOSE							

Activity Report  Yes  No  Monthly

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

**FEEES • TERMS • PAYMENTS**  
 INITIAL TERM: 1 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 15.00, each payable monthly on the 1st day of Jan, Feb, March beginning Jan 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

ACCEPTED:  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use Only  
 Checked by \_\_\_\_\_

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 REV. A

Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filled in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Date \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 941872 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pulse

SUBSCRIBER  
 NAME Hidalgo Co. Wic Program  
 ADDRESS 3105 W. University  
 CITY Edinburg TX STATE TX ZIP CODE 78539  
 TEL. NO. 88-519-7160 S.S. NO. \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_  
 TDL# \_\_\_\_\_

COMPANY  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Directions to Subscriber's Location: 1 mile W. of Salary Rd on 5 mile line green & beige Bldg on N. Side.

Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM ZONE	CONDITION	COMMENTS/AREA INSTRUCTIONS		AUDIBLE		VERIFY	
		YES	NO	YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>Alton P.D.</u>	( ) _____
	Local Fire Department	_____	( ) _____
	Other	_____	( ) _____
	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( ) _____	( ) _____	
2		( ) _____	( ) _____	
3		( ) _____	( ) _____	
4		( ) _____	( ) _____	
5		( ) _____	( ) _____	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report  Yes  No  Monthly

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 15.00, each payable monthly on the 1<sup>st</sup> day of Jan Feb, March, beginning Jan 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

ACCEPTED: \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use \_\_\_\_\_  
 Checked by \_\_\_\_\_

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Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Date \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 5182 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Paul

**SUBSCRIBER**  
 NAME Hadaloo Co. Alice Connors  
 ADDRESS 3105 W. University SUITE/APT NO. 78537  
Edinburg TX 78539  
 CITY STATE ZIP CODE  
 TEL. NO. 932-381-4646 ( ) \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ S. S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_ City Edinburg State \_\_\_\_\_ Zip \_\_\_\_\_  
 Physical Address 3109 W. University  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		AUDIBLE		CONDITION	VERIFY		AUDIBLE
		YES	NO	YES	NO		YES	NO	

**LOCAL AUTHORITIES TO BE NOTIFIED**  
 CODE \_\_\_\_\_ AUTHORITY \_\_\_\_\_ NAME Edinburg P.O. TELEPHONE NUMBER \_\_\_\_\_  
 \_\_\_\_\_ Local Police Department \_\_\_\_\_  
 \_\_\_\_\_ Local Fire Department \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	( )	( )	( )
2	( )	( )	( )
3	( )	( )	( )
4	( )	( )	( )
5	( )	( )	( )

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**  
 Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.  
 Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_  
 Activity Report  Yes  No  Monthly

OPEN	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
CLOSE							

**INITIAL TERM:** 1 Year(s) Annual Fee \$ 120.00 + tax  
12 No. of payments equal payments of \$ 10.00, each payable monthly on the 1st day of Jan. 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**  
 ACCEPTED: \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use Only: \_\_\_\_\_ Checked by \_\_\_\_\_  
 SIGNATURE OF SUBSCRIBER \_\_\_\_\_ DATE \_\_\_\_\_

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Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_



# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 551485 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Puh

**SUBSCRIBER**  
 NAME Hudala C. W. W. Program  
 ADDRESS 3105 W. University  
 CITY Edinburg TX STATE TX ZIP CODE 78539  
 TEL. NO. ( ) - 92-346-1434 S.S. NO. \_\_\_\_\_  
 FAX NO. ( ) - \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_ City Edinburg State TX Zip \_\_\_\_\_  
 Physical Address 113 Dawson  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		AUDIBLE		CONDITION	VERIFY	
		YES	NO	YES	NO		YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>Edinburg P.D.</u>	( ) - ( ) - ( ) - ( )
	Local Fire Department		( ) - ( ) - ( ) - ( )
	Other		( ) - ( ) - ( ) - ( )
	Other		( ) - ( ) - ( ) - ( )

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( ) - ( ) - ( ) - ( )	( ) - ( ) - ( ) - ( )	
2		( ) - ( ) - ( ) - ( )	( ) - ( ) - ( ) - ( )	
3		( ) - ( ) - ( ) - ( )	( ) - ( ) - ( ) - ( )	
4		( ) - ( ) - ( ) - ( )	( ) - ( ) - ( ) - ( )	
5		( ) - ( ) - ( ) - ( )	( ) - ( ) - ( ) - ( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report  Yes  No  Monthly

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 1 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 15.00, each payable monthly on the 1<sup>st</sup> day of Jan, Feb, March, beginning Jan 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

ACCEPTED: \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 For Office Use: \_\_\_\_\_  
 Checked by \_\_\_\_\_

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Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Date \_\_\_\_\_

REV. A

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 445140 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pub

**SUBSCRIBER**  
 NAME Adelphi Co. Lic Program  
 ADDRESS 3105 W. University CITY Edinburg STATE TX ZIP CODE 78539  
 TEL. NO. ( ) ( ) ( )  
 FAX NO. ( ) ( ) ( ) S.S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_  
 Physical Address 3001 N. 23rd St. City McAllen State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM ZONE	CONDITION	VERIFY		AUDIBLE		COMMENTS / AREA PREMISES INSTRUCTIONS	CONDITION		VERIFY		AUDIBLE	
			YES	NO	YES	NO		YES	NO	YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**  
 CODE \_\_\_\_\_ AUTHORITY \_\_\_\_\_ NAME McAllen P.D. TELEPHONE NUMBER \_\_\_\_\_  
 \_\_\_\_\_ Local Police Department \_\_\_\_\_  
 \_\_\_\_\_ Local Fire Department \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_  
 \_\_\_\_\_ Other \_\_\_\_\_

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( ) ( )	( ) ( )	
2		( ) ( )	( ) ( )	
3		( ) ( )	( ) ( )	
4		( ) ( )	( ) ( )	
5		( ) ( )	( ) ( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**  
 Check for appropriate open/close:  Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.  

OPEN	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
CLOSE							

 Activity Report  Yes  No  Monthly  
 Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

**FEEES • TERMS • PAYMENTS**  
 INITIAL TERM: 3 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 10.00, each payable Monthly on the 1st day of Jan Feb March, beginning Jan 1, 10, and continuing regularly and Monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**  
 ACCEPTED: \_\_\_\_\_  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use Only  
 SIGNED BY \_\_\_\_\_  
 Checked by \_\_\_\_\_

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 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY  
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Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_ Approved by: \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 558964 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pub

SUBSCRIBER Pharm Wic Clinic #2 COMPANY \_\_\_\_\_  
 NAME Pharm Wic Clinic #2  
 ADDRESS 2105 W. University STREET Edinburg STATE TX SUB/PART NO. 78539  
 CITY Edinburg ZIP CODE \_\_\_\_\_  
 TEL. NO. 956-781-4120 ( ) \_\_\_\_\_ S. S. NO. \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ TOL.# \_\_\_\_\_

**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

LOCATION OF ALARM DEVICES \_\_\_\_\_  
 Physical Address 906 W. Sam Houston City Pharm State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM ZONE	ALARM CODE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS		VERIFY		AUDIBLE
			YES	NO	YES	NO	

**LOCAL AUTHORITIES TO BE NOTIFIED**  
 CODE \_\_\_\_\_ AUTHORITY \_\_\_\_\_ NAME Pharm P.D. TELEPHONE NUMBER \_\_\_\_\_  
 Local Police Department ( ) \_\_\_\_\_  
 Local Fire Department ( ) \_\_\_\_\_  
 Other ( ) \_\_\_\_\_  
 Other ( ) \_\_\_\_\_

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	( )	( )	( )
2	( )	( )	( )
3	( )	( )	( )
4	( )	( )	( )
5	( )	( )	( )

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**  
 Check for appropriate open/close:  Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.  

OPEN	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
CLOSE							

 Activity Report  Yes  No  Monthly  
 Mailed to: \_\_\_\_\_  
 Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_

**INITIAL TERM:** 1 Year(s) Annual Fee \$ 100.00 + tax  
1st No. of payments equal payments of \$ 10.00, each payable Monthly on the 1st day of Jan Feb March, beginning Jan 1, 10, and continuing regularly and Monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**  
 ACCEPTED: \_\_\_\_\_  
 By: \_\_\_\_\_ Title \_\_\_\_\_  
 For Office Use: \_\_\_\_\_  
 Checked by: \_\_\_\_\_

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY  
 Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 REV. A

**HERE SIGN**

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 553984 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pulka

**SUBSCRIBER**  
 NAME Hidalgo P. Wic  
 ADDRESS 5105 W. University SUITE/APT. NO. 78539  
Edinburg TX STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 TEL. NO. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ S. S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

Physical Address 5amp LOCATION OF ALARM DEVICES \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE ZONE	CONDITION	VERIFY		AUDIBLE		COMMENTS / AREA PREMISES INSTRUCTIONS	CONDITION	VERIFY		AUDIBLE	
		YES	NO	YES	NO			YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>Edinburg P.D.</u>	( ) _____
	Local Fire Department	( ) _____	( ) _____
	Other	( ) _____	( ) _____
	Other	( ) _____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	( ) _____	( ) _____	( ) _____	( ) _____
2	( ) _____	( ) _____	( ) _____	( ) _____
3	( ) _____	( ) _____	( ) _____	( ) _____
4	( ) _____	( ) _____	( ) _____	( ) _____
5	( ) _____	( ) _____	( ) _____	( ) _____

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report  Yes  No  Monthly

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

**FEEES • TERMS • PAYMENTS**

INITIAL TERM: 12 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 15.00, each payable Monthly on the 1 day of Jan, Feb, March, beginning Jan 1, 10, and continuing regularly and Monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

ACCEPTED:  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 For Office Use Only  
 Checked by \_\_\_\_\_  
 Date \_\_\_\_\_

WHITE - SUPERIOR ALARMS  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY

Monitoring Information Approved By \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Entered By \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filed in Customer File By \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Date \_\_\_\_\_





**Requisition  
BUDGET OFFICER**

Req # 00169707

PO #

Date: 01/28/10

Bill To: x  
x

**Vendor :** 133655  
SUPERIOR ALARMS  
P. O. DRAWER 3097  
MCALLEN TX 78502  
FAX (956)971-6395

**Ship To:** BUDGET OFFICER  
2818 S. BUSINESS HWY 281  
EDINBURG TX 78539

**Contact:** MBadillo  
956-292-7025

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	MONTHLY ALARM MONITORING SERVICES - WESLACO DPS - ACCT. #462094	10.00	120.00
12.00	MONTH	MONTHLY ALARM MONITORING SERVICES - WESLACO DPS OFFICE ACCT.#1062	10.00	120.00
		Account No _____	<u>Encumbrance</u>	
		0-1100-421-00-115-027-0-413	240.00	
			Freight	.00
			Total	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

FROM :

FAX NO. : 9562131179

Feb. 18 2010 11:11AM P2

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 462094 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Pub

**SUBSCRIBER**  
 Texas DPS Highway Patrol  
 744 N. Bicentennial  
 McAllen TX 78501  
 TEL. NO. 956-5726 ( )  
 FAX NO. ( ) S.S. NO. \_\_\_\_\_  
 TEL# \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 630-2434

**LOCATION OF ALARM DEVICES**  
 Physical Address 822 S. International City McAllen State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: 3 miles S on I-37 from Exp. 83 - Building West side of road

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_

**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM TYPE	CONDITION	COMMUNICATOR MAKE / MODEL / SERIAL / INSTRUCTIONS	WEEKLY TEST	PHONE TEST	ALARM CODE	ALARM ZONE	CONDITION	COMMUNICATOR MAKE / SERIAL / INSTRUCTIONS	VERIFY YES NO	AUDIBLE YES NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>McAllen Ca. Sheriff</u>	( ) _____
	Local Fire Department	_____	( ) _____
	Other	_____	( ) _____
	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (Individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	( )	( )	( )
2	( )	( )	( )
3	( )	( )	( )
4	( )	( )	( )
5	( )	( )	( )

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate options:  
 Log only (no action)  Supervised (action outside specified times) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON	TUES	WED	THURS	FRI	SAT
OPEN							
CLOSE							

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

Activity Report  Yes  No  Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 1 Year(s) Annual fee \$ 120.00 + tax  
12 No. of payments equal payments of \$ 10.00 each payable monthly on the 1st day of Jan Feb March, beginning Jan 1, 10 and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

Signature of Subscriber \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTED:  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Printed Name Only Typed by \_\_\_\_\_ Checked by \_\_\_\_\_

WHITE - SUPERIOR ALARMS      PINK - CUSTOMER COPY  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY      REV. A

Monitoring Information Approved by \_\_\_\_\_ Date \_\_\_\_\_  
 Identifying Information Entered by \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed by \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Filled by \_\_\_\_\_ Date \_\_\_\_\_  
 Form Filled in Customer File by \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Date \_\_\_\_\_

T S MOORE PRINTING 956.687.6868 12/09



FROM :

FAX NO. :9562131179

Feb. 18 2010 11:12AM P4

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER 1062 COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER Puls

**SUBSCRIBER**  
Texas Ops Highway Patrol  
2414 N. Bicentennial  
McAllen, TX 78501  
 TEL NO. 956 378-0085  
 FAX NO. \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-8005  
 FAX (956) 630-2434

**LOCATION OF ALARM DEVICES**  
 Physical Address 2812 S. International City McAllen State TX Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Batt  Medical  Close  Open  Other \_\_\_\_\_

**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM TYPE	CONDITION	COMMUNICATOR / AREA FEATURES		ALARM		ALARM TYPE	ALARM CODE	DESCRIPTION	COMMENTS / AREA FEATURES		DELET		AUGMENT	
			YES	NO	YES	NO				INSTRUCTIONS	YES	NO	YES	NO	

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>McAllen Co. Sheriff</u>	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (Individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate oversight:  
 Log only (no action)  Supervised (action outside specified times) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON	TUES	WED	THURS	FRI	SAT
OPEN							
CLOSE							

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

Activity Report  Yes  No  Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 2 Year(s) Annual Fee \$ 180.00 + tax  
12 No. of payments equal payments of \$ 10.00, each payable monthly on the 1 day of Jan Feb March, beginning 200 1, 10, and continuing regularly and monthly thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.  
**SUBSCRIBER MUST SIGN IN THREE PLACES**

SIGNATURE OF SUBSCRIBER \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED:  
 By \_\_\_\_\_ Title \_\_\_\_\_  
 Date \_\_\_\_\_

Checked by \_\_\_\_\_ Only typed by \_\_\_\_\_ Checked by \_\_\_\_\_

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY  
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved by \_\_\_\_\_ Date \_\_\_\_\_  
 Monitoring Information Requested By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Completed By \_\_\_\_\_ Date \_\_\_\_\_  
 Billing Information Received By \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

FROM :

FAX NO. :9562131179

Feb. 18 2010 11:13AM P5

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement ("Agreement") is entered into this day of February 2010 by and between the Company and the Subscriber...

A. Definitions: The terms used in this Agreement shall have the following meanings: "Alarm" means any signal transmitted from the premises to the Company... "Subscriber" means the individual or entity who subscribes to the alarm monitoring service...

B. Alarm Monitoring Service: The Company shall provide the Subscriber with the Alarm Monitoring Service, which includes the installation, maintenance, and monitoring of the alarm system... The Subscriber shall be responsible for the proper installation and maintenance of the alarm system...

C. Even if the alarm devices of subscriber are tested regularly and the components are operating in accordance with specifications, there can be no warranty, representation or guaranty that it will not be compromised or circumvented before the alarm devices communicate an emergency signal to company or that it will provide adequate warning in any given situation...

D. Company assumes no liability for the alarm, as it depends entirely upon the subscriber's use of the alarm system... COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE...

E. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00 WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.

F. The Subscriber acknowledges that it is responsible for the proper installation and maintenance of the alarm system... The Subscriber shall be responsible for the proper installation and maintenance of the alarm system...

G. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL

INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

H. The Subscriber agrees to indemnify and hold the Company harmless from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fees (including attorney's fees), costs (including costs of court), and expenses (collectively, hereinafter called "losses") in any way or manner whatsoever arising from or attributable to the matter(s) being indemnified against even if the result of the negligence of company and/or company's related parties, whether such negligence be sole, joint or concurrent, active or passive, ordinary or gross, each and every covenant by subscriber to indemnify and hold company harmless shall survive the expiration, termination or cancellation of this agreement.

I. ACKNOWLEDGEMENT OF CUSTOMER: SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTY'S, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

ACKNOWLEDGEMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTY'S, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

II. SUBSCRIBER

V. Signature, Title or Authorization: The Subscriber hereby certifies that the individual who has signed this Agreement is the Subscriber or is authorized to sign this Agreement on behalf of the Subscriber... The Subscriber hereby certifies that the individual who has signed this Agreement is the Subscriber or is authorized to sign this Agreement on behalf of the Subscriber...

VI. Acknowledgment: The Subscriber acknowledges that it is responsible for the proper installation and maintenance of the alarm system... The Subscriber shall be responsible for the proper installation and maintenance of the alarm system...

VII. Assurances: The Subscriber warrants that the alarm system is being installed and maintained in accordance with the specifications provided by the Company... The Subscriber warrants that the alarm system is being installed and maintained in accordance with the specifications provided by the Company...

## 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
<b>*Amerx Office Solutions*</b>	<b>Copiers &amp; Supplies</b>	<b>299-08</b>
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 Lighting 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	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	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	236
	Networking Products & Services	235
	Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	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
<b>*Votec*</b>	<b>Software</b>	<b>937</b>

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
<b>*A &amp; B Communications*</b>	<b>Communications Equipment &amp; Services</b>	<b>RA01-08</b>

**\*Denotes: New Vendor added for approval**

**Authority to Advertise-EN-1  
CC CONSENT**

Date: 03/12/2010  
Submitted By: Gricelda Villarreal, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Requesting authority to advertise a sealed procurement process including approval of the basic specifications (to be reviewed by user departments)for: "EN-1 Road Stabilizer for Hidalgo County-County Wide through project number RFB-2010-109-CGV.

BACKGROUND

This contract is on an "As Needed Basis" for County Wide Projects.

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-005-0-673  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds in the amount of \$118,899.17, as of 03/05/10.

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-006-0-673  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds in the amount of \$43,341.66, as of 03/05/10.

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-673  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds in the amount of \$24,138.76, as of 03/05/10.

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-673  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds in the amount of \$64,297.45, as of 03/05/10.

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Attachments

Link: [Specs - Exhibit A](#)

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### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/05/2010 02:37 PM	APRV
2	Budget & Management	Erika Zamora	03/05/2010 03:15 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/05/2010 04:07 PM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 03/03/2010 04:33 PM	
Final Approval Date: 03/05/2010				

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**EXHIBIT “A”**  
HIDALGO COUNTY  
“EN-1 ROAD STABILIZER MATERIAL”  
BID NO.: 2010-109-00-00-CGV

**BID SPECIFICATIONS**

**I. DESCRIPTION:**

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction and reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be on an **“As Needed Basis” only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

**Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.**

**II. MATERIALS:**

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioenzyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks the clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

**III. BID AWARD:**

- 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.

- Award of contract will be contingent on availability of Hidalgo County funds.
- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County,

#### IV. **CONTRACT TERM:**

- The contract will be in effect for a period of one (1) year with the County's option to extend for an additional one (1) year term based on performance evaluation and contingent upon cost remaining unchanged, and/or sixty (60) day grace period extension at the end of the contract for any unforeseen delays on subsequent contract. Bid Price must remain firm during the contract period.
- It is intended that the amount of "**EN-1 Road Stabilizer Material**" required by Hidalgo County will be purchased on an "**as needed basis**".
- This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

#### V. **REQUIREMENTS:**

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.
2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.
3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).
4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH * .0075 GA/SY	10" IN DEPTH * .0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Square Yards

\*\*Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

(Calculate 28.5 cubic yards per Gallon)

\*\*\* Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate \* 9 SF

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.
6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.
7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.
8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.
9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.
10. Insurance certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
11. When requested, samples shall be furnished free of expense to Hidalgo County.
12. Random sampling/Testing may be performed at the request of Hidalgo County

anytime during the length of the contract through an independent testing laboratory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.
14. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
15. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

**VI. ADDITIONAL INFORMATION:**

- 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.
- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, \_\_\_\_\_ by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, \_\_\_\_\_ by 5:00 P.M.

<b>Contact Personnel for County Precincts</b>	
Hidalgo County Precinct No. 1 Noe Montes, Assistant Administrator 1902 Joe Stephens Weslaco, Texas 78593 956-968-8733	Hidalgo County Precinct No. 2 Mr. Ricardo Cuellar, Field Operations Foreman 301 E. State Pharr, Texas 78577 956-787-1891
Hidalgo County Precinct No. 3 Saul Ramirez, Field Operations Foreman 400 W. 13 <sup>th</sup> Mission, Texas 78572 956-545-4509	Hidalgo County Precinct No. 4 Mr. Juan Carranza, Chief Administrator 1102 N. Doolittle Edinburg, Texas 78539 956-383-3112

## **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. 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.
  - b. 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.
  - c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price

increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**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 participant 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

**AI-20207**

**11.F.**

**Repairs - Installation and Removal of Communciation & Radio Tower Misc. Equipment  
CC CONSENT**

Date: 03/12/2010  
Submitted By: Olga Montero, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

Requesting authority to advertise request for sealed bids with approval of procurement packet (i.e. specifications, legal notice & draft contract documents) as attached hereto for " Repairs, Installation and Removal of Communciation & Radio Tower Misc. Equipment".  
RFB No. 2010-105-03-31-otm

BACKGROUND

Proposed Advertisement Dates:  
1st ad-03/13/2010  
2nd ad-03/20/10

Bid Opening Date: 03/31/10

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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 3-5-10 \$112,471.51.

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-432  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 3-5-10 \$52,045.96.

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Attachments

Link: [draft contract](#)  
Link: [legal notice](#)  
Link: [specifications](#)  
Link: [APPROVAL OF SPEC MEMO FROM SHERIFFS OFFICE](#)

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/04/2010 04:53 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 05:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/05/2010 08:05 AM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Olga Montero

Started On: 03/03/2010 12:55 PM

Final Approval Date: 03/05/2010

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THE STATE OF TEXAS :  
:  
COUNTY OF HIDALGO :

# DRAFT

## SERVICE CONTRACT C-2010-105-00-00

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT}** for Hidalgo County Sheriff's Office (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 agrees that this Contract is entered into in order to provide the Services to Hidalgo County Sheriff's Office for "**REPAIRS, 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 the 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 will commence \_\_\_\_\_, 2010 and ending \_\_\_\_\_, 20\_\_\_, and may be extended at the sole discretion of County for two (2) additional one (1) year terms under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. 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 the next contract term.

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

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

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

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

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

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

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

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

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

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

If to Company \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Rene A. Ramirez, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**

**SPECIFICATIONS**

# **EXHIBIT “B”**

## **BID PAGE**

**EXHIBIT “C”**

**INSURANCE  
REQUIREMENTS**

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY SHERIFF'S OFFICE "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"**

**BID OPENING DATE:**

**MARCH 31, 2010**

Contact Person:

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

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE – REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"** 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-2010-105-03-31--otm–HIDALGO COUNTY SHERIFF'S OFFICE – REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 31, 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-2010-105-03-31-otm- RFB- HIDALGO COUNTY SHERIFF'S OFFICE – REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"** . 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 SHERIFF’S OFFICE – REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT” 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 Eufrazio, Auditor  
 2808 South Business Hwy 281  
 Edinburg, Texas 78539  
 ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>MARCH 31, 2010</u></b>
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 SHERIFF'S OFFICE**  
**REPAIRS, INSTALLATION AND REMOVAL OF**  
**COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT**  
**BID NO.: 2010-105-03-31-otm**

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:

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## EXHIBIT "A"

### HIDALGO COUNTY SHERIFF'S OFFICE- "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" RFB NO: 2010-105-00-00-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

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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 programming 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.

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.

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.

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, \_\_\_\_\_, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, \_\_\_\_\_, 2010. 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: 2010-105-00-00-OTM

#### SPECIFICATIONS

##### **PART I - REPAIRS**

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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: 2010-105-00-00-OTM

BID PAGE

**PART I - REPAIRS**

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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: 2010-105-00-00-OTM

## SPECIFICATIONS

### PART II - REMOVAL AND INSTALLATION DESCRIPTION

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**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: 2010-105-00-00-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.**



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**TO:** ANACLETO MARTINEZ, CHIEF DEPUTY 393-6179  
HIDALGO COUNTY SHERIFF'S DEPARTMENT  
C/O RICHARD OZUNA

**FROM:** OLGA MONTERO, BUYER  
HIDALGO COUNTY PURCHASING DEPARTMENT

**DATE:** MARCH 03, 2010

**RE:** APPROVAL OR DISAPPROVAL SPECIFICATIONS FOR:  
"REPAIRS-INSTALLATION-REMOVAL OF COMMUNICATION AND  
RADIO TOWER MISC. EQUIP" - RFB:2010-105-00-00-otm

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Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking Approve (or) Disapprove, signing below and submitting by **THURSDAY, MARCH 04, 2010**. If your answer is DISAPPROVE, please make any modifications needed to the specifications and email to [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) in the Purchasing Department to start bidding process.

**APPROVE**



**DISAPPROVE**

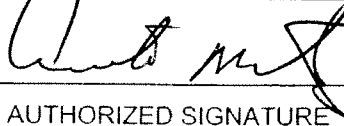
**BUDGET:**

DO YOU CURRENTLY HAVE FUNDS AVAILABLE TO MAKE PURCHASES ON THIS PRODUCT?  
YES  NO

ACCOUNT NUMBER: 10-1100-423-21-280-002-0-432

ACCOUNT NUMBER: 10-1100-421-00-280-001-0-432

DEPARTMENT NAME: SHERIFF'S OFFICE



AUTHORIZED SIGNATURE

A. "SONNY" MARTINEZ

PRINTED NAME

3-04-2010

DATE

AI-20178

11.G.

**Ninety (90) Grace Period Day Extension/C-07-020-03-08/Valley Bottled Water Company  
CC CONSENT**

**Date:** 03/12/2010

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Sub-category:** Hidalgo County

**Information**

**CAPTION**

Requesting action to exercise the ninety (90) day grace period extension as provided in the current contract for: "DRINKING and/or SPRING BOTTLED WATER SERVICES" for Hidalgo County, under the same rates, terms and conditions with THE ONETA COMPANY, INC. d/b/a VALLEY BOTTLED WATER COMPANY effective date 04/02/10 - 06/30/11 including advertising the project with approval of the procurement project.

**BACKGROUND**

Extension letter- Valley Bottled Water Company  
Current Contract Doc - C-07-020-03-08

**Fiscal Impact**

**FISCAL YEAR:** 2010

**ACCT. #:** Co. Wide Obj. 442 & 631

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Co. Wide contract with Valley Bottled Water Co., please refer to attached expense report for funding availability as of 3-4-10.

Obj. 442 & 631.

**Attachments**

Link: [Extension letter - Valley Bottled Water Co](#)

Link: [Current Contract Doc-C-07-020-03-08](#)

Link: [Exhibit A-Specificaitons](#)

Link: [legal notice](#)

Link: [Expense Report as of 3-5-10](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 02:24 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 02:37 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/05/2010 08:06 AM	APRV

4 Auditor's Office

03/05/2010 04:28 PM NEW

Form Started By: Letty Saenz

Started On: 03/02/2010 08:34  
AM

Final Approval Date: 03/05/2010

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PURCHASING DEPARTMENT  
County Of Hidalgo

March 2, 2010

Martin Hernandez, General Manager  
**The Oneta Company, Inc**  
**Martin Hernandez d/b/a Valley Bottle water Co.,**  
109 North FM 509  
Harlingen, Tx 78551  
Ph. (956) 423-2107

Via facsimile (956) 412-6304  
Email [martin.hernandez@onetacc.com](mailto:martin.hernandez@onetacc.com)

**Re: Extension "Ninety (90) Days"- C-07-020-03-08 - "Drinking and/or Spring Bottled Water Services"- Hidalgo County**

Dear Mr. Hernandez:

Commissioners' Court will take applicable action (**Friday, March 12, 2010**) in connection with the Hidalgo County's option to exercise the **ninety (90) day grace period** as stated in the current contract in place while the procurement process is completed. (**Commencing, April 2, 2010 - Expiring, June 30, 2010**) or (**upon completion of the procurement process which ever comes first**) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, March 3, 2010, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us).

By: *Martin Hernandez* Date: 3/3/10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: File

THE STATE OF TEXAS     §  
   §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-07-020-03-08**

THIS CONTRACT is made and entered into this **2nd** day of **April, 2007** by and between the **County of Hidalgo, Texas** ("County"), and **The Oneta Company, Inc, dba Valley Bottle Water Company, A Texas Company**("Company").

WHEREAS, Company responded to request for bids for **“Drinking and/or Spring Bottled Water Service”** (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 Service to locations within Hidalgo County for **“Drinking and/or Spring Bottled Water Service”** . 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 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 three (3) years beginning **April 02, 2007** and ending **April 01, 2010** and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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.

6. 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.

7. 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.

8. 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                    **The Oneta Company Inc. dba Valley Bottle Water Company**  
**Attention: George L. Tanner, General Manager**  
**109 N. FM 509**  
**Harlingen, Texas 78550**

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

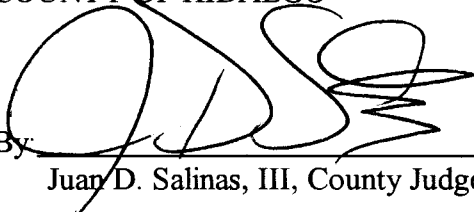
14.     This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15.     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.

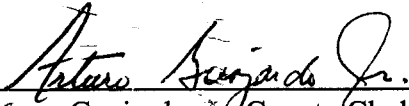
16.     In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to 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 \_\_\_\_ day of \_\_\_\_\_, 2007.

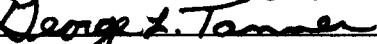
COUNTY OF HIDALGO

By:   
\_\_\_\_\_  
Juan D. Salinas, III, County Judge

ATTEST:

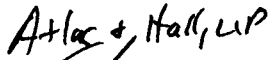

  
\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY: The Oneta Company, Inc. dba  
Valley Bottle Water Company

By:   
\_\_\_\_\_  
Printed Name: GEORGE L. TANNER  
Title: GENERAL MANAGER

Approved by Commissioners Court on, March 08, 2007

APPROVED AS TO FORM:

  
By:   
\_\_\_\_\_  
Atlas & Hall, LLP

**EXHIBIT “A”  
SPECIFICATIONS**

**HIDALGO COUNTY**  
**“DRINKING AND/OR SPRING BOTTLED**  
**WATER SERVICE”**

**Bid No: 2007-20-02-28-otm**

**SPECIFICATIONS:**

**OVERVIEW:**

Hidalgo County is accepting bid(s) from qualified bidders to provide goods/services for Hidalgo County on an “as needed basis” for **DRINKING AND/OR SPRING BOTTLED WATER SERVICE** including (all) required hardware and support. This service will be utilized by various offices within Hidalgo County.

**TERMS**

- 1) **Drinking and/or Spring Bottle Water/Rental Service Contract** term will be for three (3) years with County’s sole discretion to extend the contract for an additional ninety (90) days under the same rates, terms and conditions.
- 2) The Bidder who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.
- 3) 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 prior to cancellation.
- 4) Bids must be submitted by and will be opened at **9:30 a.m., Wednesday, February 28, 2007** in the conference room located on the fourth (4<sup>th</sup>) floor of the County Administration Building, 100 E. Cano, Edinburg, Texas.
- 5) Detailed specifications are included. Compliance with all specifications and conditions are required.
- 6) Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioner’s Court action and to award the bid most advantageous to the County.
- 7) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 8) No substitutes will be accepted after item(s) have been awarded as specified.
- 9) Hidalgo County reserves the right to continue this bid for an additional ninety (90) day “Grace Period” at the end of the contract term for unforeseen delay in the award of a new bid for next contract term.
- 10) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.
- 11) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

**HIDALGO COUNTY  
 "DRINKING AND/OR SPRING BOTTLED  
 WATER SERVICE"**

**Bid No: 2007-20-02-28-otm**

**BID PAGE**

**VENDOR MUST COMPLETE THE FOLLOWING**

<b>PART I - ITEM DESCRIPTION</b>	
<b>Drinking and/or Spring Water 5 - Gallon Bottles</b>	
<b>Drinking Water</b>	\$
<b>Spring Water</b>	\$
<b>Drinking and/or Spring Water 1 - Gallon Bottles</b>	
<b>Drinking Water</b>	\$
<b>Spring Water</b>	\$
<b>16 oz. ( __ bottles / per case)</b>	\$

<b>PART II - ITEM DESCRIPTION</b>		
<b>WATER DISPENSERS</b>		
<b>MONTHLY DISPENSER RENTAL</b>		
<b>Room Temperature</b>	\$	<b>Approximate Size:</b> height _____ width _____ weight _____ depth _____
<b>Cold</b>	\$	<b>Approximate Size:</b> height _____ width _____ weight _____ depth _____
<b>Hot/Cold</b>	\$	<b>Approximate Size:</b> height _____ width _____ weight _____ depth _____

<b>OPTIONAL SUPPLIES</b>	
<b>4 oz. Conical Drinking Cups</b>	\$
<b>4.5 oz. Conical Drinking Cups</b>	\$
<b>9 oz. Flat Bottom Cups</b>	\$
<b>Adjustable Water Cup Dispensers</b>	\$

**EXHIBIT “B”  
PAYMENT SCHEDULE**

**HIDALGO COUNTY**  
**"DRINKING AND/OR SPRING BOTTLED**  
**WATER SERVICE"**

**Bid No: 2007-20-02-28-otm**

**BID PAGE**

**VENDOR MUST COMPLETE THE FOLLOWING**

PART I - ITEM DESCRIPTION	
<b>Drinking and/or Spring Water</b> <b>5 - Gallon Bottles</b>	
Drinking Water + POLAR	\$ 2.75 *2.75
Spring Water	\$ 3.75
<b>Drinking and/or Spring Water</b> <b>1 - Gallon Bottles</b>	
Drinking Water 4/19AL. + 6/19AL.	\$ 2.40 *3.60
Spring Water 4/19AL. + 6/19AL.	\$ 3.60 *5.40
16 oz. (24 bottles / per case)	\$ 6.00

PART II - ITEM DESCRIPTION		
WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	\$ 2.00	Approximate Size: height 38" width 12" weight 27.0 lbs depth 13"
Cold	\$ 2.00	Approximate Size: height 38" width 12" weight 27.0 lbs depth 13"
Hot/Cold	\$ 3.00	Approximate Size: height 38" width 12" weight 29.0 lbs depth 13"

OPTIONAL SUPPLIES	
4 oz. Conical Drinking Cups	\$ 2.25
.5 oz. Conical Drinking Cups	\$ N/A
9 oz. Flat Bottom Cups	\$ 2.25
Adjustable Water Cup Dispensers	\$ NO CHARGE

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2007

**PRODUCER** Joe N. Pratt Insurance  
P.O. Box 3708  
5606 N. Navarro # 306  
Victoria TX 77903  
(361) 576-2186

**INSURED** The Oneta Company, Inc  
dba: Valley Bottle Water  
1401 S. Padre Island Drive  
Corpus Christi, TX 78416-

**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.**

**INSURERS AFFORDING COVERAGE**

INSURER A: STONINGTON INSURANCE COMPANY  
INSURER B: GREAT AMERICAN INSURANCE COMPANY  
INSURER C: TEXAS MUTUAL INSURANCE COMPANY  
INSURER D:  
INSURER E:

**NAIC #**

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR ISSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	WHSP0010492-01	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	WHSP0010492-01	04/01/2006	04/01/2007	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 \$
B	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE  DEDUCTIBLE X RETENTION \$ 10,000	TUU557810801	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF0001142873-2006	04/01/2006	04/01/2007	X WC STATU-TORY LIMITS... OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000


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

**CERTIFICATE HOLDER**

HIDALGO COUNTY AUDITOR  
ATTN: MARY MALDONADO, CONTRACTS MANAGER  
P.O. BOX 689  
EDINBURG TX 78540-0689

**CANCELLATION** AI 004779

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 

# **EXHIBIT “D” LICENSES**

# TEXAS SALES AND USE TAX PERMIT

*This permit is not transferable, and this side must be prominently displayed in your place of business.*

*In place of a resale or exemption certificate, you will be required to have a valid resale exemption certificate on file. You must obtain a new permit if there is a change of ownership, location, or business location name.*

LOCATION NAME, and PHYSICAL LOCATION

ONETA COMPANY  
ONETA COMPANY  
1403 PADRE  
CORPUS CHRISTI

TX 78416

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-1929308-3
Outlet number	00001
First business date	01/01/1978

SIC CODE 2031

Bottled and

SHOW THE

COMP

ANNA COR

LOCATION ON NEXT LINE:

Carbonated Waters

NOTIFYING LOCAL SALES TAX AUTHORITIES:

EFF: 01/01/1978

EFF: 01/01/1978

*Carole Keeton Rylander*

**CAROLE KEETON RYLANDER**  
Comptroller of Public Accounts



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES REGULATORY LICENSING UNIT



### ONETA CO DBA VALLEY BOTTLE WATER CO

109 FM. 509 N  
HARLINGEN, TX 78550

*Pursuant to Health and safety Code Chapter 431, Texas Health and Safety Code (Food, Drug, Device, and Cosmetic Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:*

**FOOD WAREHOUSE**

LICENSE #: 0029248

EXPIRES: March 07, 2009

*David L. ...*  
Commissioner

417247

**EXHIBIT "A"**  
Specifications/Requirements  
Hidalgo County  
"Drinking And/or Spring Bottled Water Service"  
Bid No: 2010-005-00-00-SMA

**OVERVIEW:**

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide bottled water service for the Hidalgo County Departments. All services shall be provided in accordance with the specifications contained herein.

**SCOPE OF WORK:** The vendor shall furnish all resources required to provide bottled drinking and/or spring water, paper cups and dispensing equipment, as specified herein on an "AS NEEDED BASIS". Hidalgo County reserves the right to add or delete item(s) during the term of the contract.

**SPECIFICATIONS/REQUIREMENTS**

**CONTAINERS:**

All containers shall be returnable/reusable, five (5) vessel/gallon capacity, designed for inverted operation on dispensers. All containers shall be clear or translucent, impact resistant, poly carbonate plastic. Water caps shall be compatible with cooler models awarded pursuant to awarded contracts and those cooler models currently owned by the respective user departments.

**LEASED EQUIPEMENT:**

All equipment offered by the vendor through this contract shall be new and in compliance with the following minimum specifications:

- COOLERS-Full size, free standing, shall be approximately 12.5"W x 12.5"Depth x 38"H
- DELIVERY, INSTALLATION & MAINTENANCE shall be included in the bid price.
- All COOLERS shall be Underwriter Lab approved, or equal.
- All EQUIPMENT shall not contain lead or lead based solder in contact with water.
- COOLERS shall be free standing, suitable to accept containerized water.
- COLD WATER service equipment shall be mechanically cooled with thermostatic controls.
- HOT WATER service equipment shall be electrically heated and thermostatically controlled (approximately 160°-180° Fahrenheit)
- ELECTRICAL REQUIREMENTS- 120 volt, single phase, 60 Hz.
- DRIP RECEPTOR shall be removable
- Should the models bid become obsolete, the substitution of models will be permitted under the following conditions:
  - a) The substitution conforms to the specifications as stated herein,
  - b) The specifications for the proposed substitution is provided to the user department

**MAINTENANCE OF LEASED EQUIPMENT**

The leased cost of each cooler shall include inside delivery and installation, full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing. The vendor shall repair or replace malfunctioning coolers within twenty-four (24) of receiving the service call from the user department.

**DELIVERIES:**

1. All deliveries throughout the contract term must be during normal business hours;Monday-Friday from 8:00 a.m. -12:00 p.m. and 1:00 p.m. -4:00 p.m.
2. Bidder shall be solely responsible for familiarity with any site-specific delivery conditions. (i.e. building access, parking, elevators, stairs, security requirements, etc)
3. Bidder shall deliver the requested amount of product within twenty-four (24) hours following the request or earlier if requested.

**PRICING:**

Bidders shall indicate on the Bid Page (refer to Exhibit B); a firm unit price per five (5) gallon vessel/bottle water, 16.5 and 20 oz per case bottled water, as well as a monthly rental fee to supply water dispensers to all user departments. Prices shall include all cost associated with maintenance, installation and repairs of the water dispenser unit(s). All prices must remain firm throughout the term of the contract and any extensions thereto.

## **TERMS & CONDITIONS:**

- 1) **CONTRACT TERM:** The Contract term shall remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
- 2) The Bidder who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.
- 3) 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 prior to cancellation.
- 4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 5) After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- 6) **SUBMITTAL OF INVOICES:** Vendor (s) must submit an invoice to each County department user. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The vendor (s) shall provide the following on each invoice:
  - a) County department name and invoice & account number;
  - b) Purchase Order number;
  - c) Description and unit price for each item and total cost per line item and grand total of each invoice.
- 7) **PURCHASE ORDERS:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department.
- 8) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.
- 9) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
- 10) Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County.
- 11) After bid awarded and low bidder(s) default(s) in meeting all specifications to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
- 12) Delivery of **DRINKING AND/OR SPRING BOTTLED WATER SERVICE** will be to various Hidalgo County agencies as covered by purchase order only. Contractor is to provide water dispensing units on a rental basis as requested by the user department in any County office.
- 13) **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".
- 14) 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.
- 15) **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed

to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3. **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.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN, month date, 2010, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, 5:00 P.M., month date 2010.**

DRAFT

**Bid No:2010-005-00-00-SMA**

**Buyer: Sandra Montalvo**

**Tel. No: (956) 318-2626 ext 4865**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

### **“BOTTLED WATER SERVICES”**

#### **BID OPENING DATE:**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626

Form HCPD-03



1. Sealed bids will be received for **“HIDALGO COUNTY –BOTTLED WATER SERVICES”** 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 and or/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: **"RFB No. 2010-005-00-00-SMA HIDALGO COUNTY- BOTTLED WATER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH, DATE, 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 "RFB No.-2010-005-00-00-SMA- HIDALGO COUNTY - BOTTLED WATER SERVICES".**

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 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-BOTTLED WATER SERVICES"**  
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  
2808 S. Bus. Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2511  
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

**Bid Opening, 9:30 A.M.**

month 17, 2010

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 hereunder, 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 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.

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**  
**“BOTTLED WATER SERVICES”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 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: \_\_\_\_\_

***(THIS PAGE MUST BE SUMITTED WITH BID)***

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
0-1100-412-00-001-001-0-631	92ND DC-BOTTLED WATER	240.00	240.00	.00	.00	240.00 .00
0-1100-412-00-002-001-0-442	93RD DC-EQUIP & VEHICLE RENTALS	81.00	81.00	3.00	6.00	72.00 11.11
0-1100-412-00-002-001-0-631	93RD DC-BOTTLED WATER	600.00	600.00	478.50	16.50	105.00 82.50
0-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENTALS	500.00	500.00	2.00	4.00	494.00 1.20
0-1100-412-00-003-001-0-631	139TH DC-BOTTLED WATER	350.00	350.00	11.00	11.00	328.00 6.29
0-1100-412-00-004-001-0-442	206TH DC-EQUIP & VEHICLE RENTALS	200.00	200.00	2.00	66.00	132.00 34.00
0-1100-412-00-004-001-0-631	206TH DC-BOTTLED WATER	500.00	500.00	14.00	30.25	455.75 8.85
0-1100-412-00-005-001-0-442	275TH DC-EQUIP & VEHICLE RENTALS	40.00	40.00	.00	.00	40.00 .00
0-1100-412-00-005-001-0-631	275TH DC-BOTTLED WATER	400.00	400.00	.00	.00	400.00 .00
0-1100-412-00-006-001-0-442	332ND DC-EQUIP & VEHICLE RENTALS	2,200.00	36.00	9.00	.00	27.00 25.00
0-1100-412-00-006-001-0-631	332ND DC-BOTTLED WATER	300.00	300.00	49.50	.00	250.50 16.50
0-1100-412-00-007-001-0-631	370TH DC-BOTTLED WATER	.00	250.00	222.50	27.50	.00 100.00
0-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	50.00	1,663.98	274.68	140.34	1,248.96 24.94
0-1100-412-00-008-001-0-631	389TH DC-BOTTLED WATER	200.00	200.00	13.75	13.75	172.50 13.75
0-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	100.00	100.00	6.00	12.00	82.00 18.00
0-1100-412-00-009-001-0-631	398TH DC-BOTTLED WATER	350.00	350.00	52.25	16.50	281.25 19.64
0-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENTALS	3,260.00	3,260.00	957.00	127.00	2,176.00 33.25
0-1100-412-00-009-003-0-631	INDIGENT DEFENSE-BOTTLED WATER	300.00	300.00	148.50	16.50	135.00 55.00
0-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	2.00	4.00	1,994.00 .30
0-1100-412-00-010-001-0-631	430TH DC-BOTTLED WATER	200.00	200.00	.00	16.50	183.50 8.25
0-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RENTALS	3,695.00	3,695.00	1,480.18	138.38	2,076.44 43.80
0-1100-412-00-011-001-0-631	449TH DC-BOTTLED WATER	300.00	300.00	186.25	13.75	100.00 66.67
0-1100-412-00-021-001-0-442	CCL#1-EQUIP & VEHICLE RENTALS	.00	36.00	30.00	6.00	.00 100.00
0-1100-412-00-021-001-0-631	CCL#1-BOTTLED WATER	.00	150.00	136.25	13.75	.00 100.00
0-1100-412-00-022-001-0-442	CCL#2-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	.00	.00	1,000.00 .00
0-1100-412-00-022-001-0-631	CCL#2-BOTTLED WATER	600.00	600.00	.00	.00	600.00 .00
0-1100-412-00-023-001-0-442	PROBATE CRT-EQUIP & VEHICLE RENTAL	100.00	100.00	4.00	4.00	92.00 8.00
0-1100-412-00-023-001-0-631	PROBATE CRT-BOTTLED WATER	100.00	100.00	79.75	2.75	17.50 82.50
0-1100-412-00-024-001-0-442	CCL#4-EQUIP & VEHICLE RENTALS	100.00	100.00	.00	.00	100.00 .00
0-1100-412-00-024-001-0-631	CCL#4-BOTTLED WATER	75.00	75.00	.00	.00	75.00 .00

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
0-1100-412-00-025-001-0-442 CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	1,550.00	.00	.00	1,550.00	.00
0-1100-412-00-025-001-0-631 CCL#5-BOTTLED WATER	235.00	235.00	.00	.00	235.00	.00
0-1100-412-00-026-001-0-442 CCL#6-EQUIP & VEHICLE RENTALS	2,000.00	2,500.00	611.85	407.90	1,480.25	40.79
0-1100-412-00-026-001-0-631 CCL#6-BOTTLED WATER	250.00	250.00	236.25	13.75	.00	100.00
0-1100-412-00-032-001-0-442 MASTER CRT II-EQUIP & VEHICLE RENTALS	100.00	100.00	30.00	6.00	64.00	36.00
0-1100-412-00-032-001-0-631 MASTER CRT II-BOTTLED WATER	130.00	130.00	127.25	2.75	.00	100.00
0-1100-412-00-045-001-0-442 AUXILIARY COURT-EQUIP & VEHICLE RENTAL	3,500.00	3,500.00	2,132.86	429.85	937.29	73.22
0-1100-412-00-045-001-0-631 AUXILIARY COURT-BOTTLED WATER	500.00	500.00	291.75	8.25	200.00	60.00
0-1100-412-00-061-001-0-442 JP PCT 1/PL 1-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	310.20	155.10	1,534.70	23.27
0-1100-412-00-061-001-0-631 JP PCT 1/PL 1-BOTTLED WATER	150.00	150.00	16.50	8.25	125.25	16.50
0-1100-412-00-062-001-0-442 JP PCT 1/PL 2-EQUIP & VEHICLE RENTALS	2,544.00	2,544.00	1,914.00	424.00	206.00	91.90
0-1100-412-00-062-001-0-631 JP PCT 1/PL 2-BOTTLED WATER	794.00	794.00	85.25	52.25	656.50	17.32
0-1100-412-00-063-001-0-442 JP PCT 2/PL 1-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	3.00	6.00	991.00	.90
0-1100-412-00-063-001-0-631 JP PCT 2/PL 1-BOTTLED WATER	300.00	300.00	253.00	22.00	25.00	91.67
0-1100-412-00-064-001-0-442 JP PCT 2/PL 2-EQUIP & VEHICLE RENTALS	3,000.00	3,000.00	1,601.59	289.00	1,109.41	63.02
0-1100-412-00-064-001-0-631 JP PCT 2/PL 2-BOTTLED WATER	200.00	200.00	19.25	13.75	167.00	16.50
0-1100-412-00-065-001-0-442 JP PCT 3/PL 1-EQUIP & VEHICLE RENTALS	5,000.00	5,000.00	4,555.32	6.00	438.68	91.23
0-1100-412-00-065-001-0-631 JP PCT 3/PL 1-BOTTLED WATER	300.00	300.00	97.50	22.50	180.00	40.00
0-1100-412-00-066-001-0-442 JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	2,350.00	850.00	3.00	6.00	841.00	1.06
0-1100-412-00-066-001-0-631 JP PCT 3/PL 2-BOTTLED WATER	250.00	250.00	44.00	24.75	181.25	27.50
0-1100-412-00-067-001-0-442 JP PCT 4/PL 1-EQUIP & VEHICLE RENTALS	100.00	100.00	30.00	6.00	64.00	36.00
0-1100-412-00-067-001-0-631 JP PCT 4/PL 1-BOTTLED WATER	200.00	200.00	121.00	16.50	62.50	68.75
0-1100-412-00-068-001-0-442 JP PCT 4/PL 2-EQUIP & VEHICLE RENTALS	3,250.00	3,250.00	913.57	310.02	2,026.41	37.65
0-1100-412-00-068-001-0-631 JP PCT 4/PL 2-BOTTLED WATER	1,000.00	1,000.00	145.75	46.75	807.50	19.25
0-1100-412-00-069-001-0-442 JP PCT 5/PL 1-EQUIP & VEHICLE RENTAL	95.00	95.00	37.00	3.00	55.00	42.11
0-1100-412-00-069-001-0-631 JP PCT 5/PL 1-BOTTLED WATER	300.00	300.00	100.00	.00	200.00	33.33
0-1100-412-00-080-002-0-442 CRIM DA-EQUIP & VEHICLE RENTALS	14,500.00	8,893.29	7,165.07	1,642.66	85.56	99.04
0-1100-412-00-080-002-0-631 CRIM DA-BOTTLED WATER	1,700.00	1,700.00	365.25	134.75	1,200.00	29.41
0-1100-412-00-090-001-0-442 DIST CLERK-EQUIP & VEHICLE RENTALS	46,500.00	46,500.00	22,088.99	5,113.27	19,297.74	58.50
0-1100-412-00-090-001-0-631 DIST CLERK-BOTTLED WATER	800.00	800.00	228.50	71.50	500.00	37.50

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
0-1100-412-20-080-001-0-631	GRAND JURY-BOTTLED WATER	175.00	175.00	64.25	35.75	75.00 57.14
0-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	50.00	50.00	34.00	2.00	14.00 72.00
0-1100-412-30-085-003-0-631	PUBLIC DEFENDER-BOTTLED WATER	110.00	110.00	96.25	13.75	.00 100.00
0-1100-413-00-110-006-0-442	CO JUDGE-EQUIP & VEHICLE RENTALS	4,800.00	4,800.00	3,047.71	881.24	871.05 81.85
0-1100-413-00-110-006-0-631	CO JUDGE-BOTTLED WATER	1,200.00	1,200.00	196.00	164.00	840.00 30.00
0-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	57,500.00	57,500.00	27,930.36	866.84	28,702.80 50.08
0-1100-414-00-130-001-0-631	ELECTIONS DEPT-BOTTLED WATER	3,500.00	3,500.00	353.25	46.75	3,100.00 11.43
0-1100-415-00-200-001-0-442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	5,000.00	5,000.00	80.00	16.00	4,904.00 1.92
0-1100-415-00-200-001-0-631	INFO TECH DEPT-BOTTLED WATER	1,200.00	1,200.00	437.25	57.75	705.00 41.25
0-1100-415-00-200-002-0-442	IT COUNTYWIDE-EQUIP & VEHICLE RENTALS	3,370.00	13,370.00	6,753.24	2,251.08	4,365.68 67.35
0-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEHICLE RENTALS	4,200.00	4,200.00	3,335.53	1,101.60	-237.13 105.65
0-1100-415-14-115-001-0-631	DBM-BUDGET DIV-BOTTLED WATER	1,000.00	1,000.00	170.50	49.50	780.00 22.00
0-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	45,000.00	45,000.00	12,971.99	1,957.35	30,070.66 33.18
0-1100-415-15-140-001-0-631	TAX OFF-BOTTLED WATER	5,000.00	5,000.00	687.50	275.00	4,037.50 19.25
0-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	3,800.00	59.00	3.00	6.00	50.00 15.25
0-1100-415-16-150-001-0-631	CO TREASURER-BOTTLED WATER	350.00	350.00	.00	16.50	333.50 4.71
0-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS	15,000.00	15,000.00	5,386.97	1,157.75	8,455.28 43.63
0-1100-415-18-160-001-0-631	PURCHASING-BOTTLED WATER	500.00	500.00	359.75	140.25	.00 100.00
0-1100-415-21-170-001-0-442	CO AUDITOR-EQUIP & VEHICLE RENTALS	6,000.00	1,369.43	463.66	6.00	899.77 34.30
0-1100-415-21-170-001-0-631	CO AUDITOR-BOTTLED WATER	1,000.00	1,000.00	49.50	115.50	835.00 16.50
0-1100-415-40-180-001-0-442	CO CLERK-EQUIP & VEHICLE RENTALS	10,000.00	10,000.00	2,831.34	540.24	6,628.42 33.72
0-1100-415-40-180-001-0-631	CO CLERK-BOTTLED WATER	1,700.00	1,700.00	503.75	96.25	1,100.00 35.29
0-1100-415-50-190-001-0-442	CIVIL SERVICE-EQUIP & VEHICLE RENTALS	3,200.00	2,600.00	672.32	132.28	1,795.40 30.95
0-1100-415-50-190-001-0-631	CIVIL SERVICE-BOTTLED WATER	200.00	200.00	.00	.00	200.00 .00
0-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP & VEHICLE RENTALS	3,500.00	3,500.00	678.32	138.28	2,683.40 23.33
0-1100-415-50-190-002-0-631	HUMAN RESOURCES-BOTTLED WATER	500.00	500.00	55.00	.00	445.00 11.00
0-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENTALS	8,250.00	8,250.00	7,461.00	655.00	134.00 98.38
0-1100-419-10-210-001-0-631	PLANNING DEPT-BOTTLED WATER	959.00	959.00	401.50	.00	557.50 41.87
0-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VEHICLE RENTALS	30,000.00	30,000.00	3,662.13	610.00	25,727.87 14.24
0-1100-419-40-220-001-0-631	FACILITIES MGMT-BOTTLED WATER	4,000.00	4,000.00	390.00	110.00	3,500.00

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<b>1100 GENERAL FUND</b>						
0-1100-419-40-220-001-0-631						12.50
0-1100-419-50-115-059-0-442	6,000.00	6,000.00	2,988.12	254.76	2,757.12	54.05
0-1100-419-50-115-059-0-631	360.00	360.00	225.25	24.75	110.00	69.44
0-1100-421-00-280-001-0-442	41,500.00	41,500.00	29,962.42	10,814.54	723.04	98.26
0-1100-421-00-280-001-0-631	6,000.00	6,000.00	2,692.00	308.00	3,000.00	50.00
0-1100-421-00-292-001-0-442	60.00	60.00	26.00	4.00	30.00	50.00
0-1100-421-00-292-001-0-631	300.00	300.00	139.00	11.00	150.00	50.00
0-1100-421-00-293-001-0-442	2,500.00	2,500.00	534.82	.00	1,965.18	21.39
0-1100-421-00-293-001-0-631	500.00	300.00	72.25	2.75	225.00	25.00
0-1100-421-00-294-001-0-442	2,600.00	2,600.00	8.00	.00	2,592.00	.31
0-1100-421-00-294-001-0-631	300.00	300.00	25.00	.00	275.00	8.33
0-1100-421-00-295-001-0-442	2,000.00	2,000.00	1,600.00	320.00	80.00	96.00
0-1100-421-00-295-001-0-631	500.00	500.00	37.00	3.00	460.00	8.00
0-1100-422-10-300-001-0-442	10,670.00	10,670.00	3.00	7,206.00	3,461.00	67.56
0-1100-422-10-300-001-0-631	250.00	250.00	239.00	11.00	.00	100.00
0-1100-423-21-280-002-0-442	37,500.00	37,500.00	19,021.11	3,419.45	15,059.44	59.84
0-1100-423-21-280-002-0-631	10,000.00	10,000.00	1,719.00	781.00	7,500.00	25.00
0-1100-423-32-330-001-0-442	6,000.00	6,000.00	3,386.42	302.22	2,311.36	61.48
0-1100-423-32-330-001-0-631	3,000.00	3,000.00	227.75	272.25	2,500.00	16.67
0-1100-423-60-330-002-0-442	6,000.00	6,000.00	.00	.00	6,000.00	.00
0-1100-429-00-300-023-0-442	500.00	2,450.00	2,200.04	3.69	246.27	89.95
0-1100-429-00-300-023-0-631	1,500.00	500.00	27.50	16.50	456.00	8.80
0-1100-432-00-121-001-0-442	2,000.00	2,000.00	1,258.25	114.75	627.00	68.65
0-1100-432-00-121-001-0-631	2,500.00	2,500.00	354.25	145.75	2,000.00	20.00
0-1100-432-00-122-001-0-442	500.00	500.00	.00	.00	500.00	.00
0-1100-432-00-123-001-0-442	1,400.00	1,400.00	208.00	132.00	1,060.00	24.29
0-1100-432-00-123-001-0-631	800.00	800.00	167.00	33.00	600.00	25.00
0-1100-432-00-124-001-0-442	100.00	1,000.00	847.00	79.00	74.00	92.60
0-1100-432-00-124-001-0-631	300.00	300.00	72.50	27.50	200.00	33.33

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<b>1100 GENERAL FUND</b>						
0-1100-441-00-340-001-0-442 HEALTH ADM-EQUIP & VEHICLE RENTALS	12,000.00	12,000.00	10,632.86	984.74	382.40	96.81
0-1100-441-00-340-003-0-442 HEALTH CLINICS-EQUIP & VEHICLE RENTALS	36,000.00	36,000.00	29,281.14	3,062.06	3,656.80	89.84
0-1100-441-00-340-003-0-631 HEALTH CLINICS-BOTTLED WATER	4,792.00	4,792.00	1,696.75	302.50	2,792.75	41.72
0-1100-444-00-240-001-0-442 HUMAN SERVICES-EQUIP & VEHICLE RENTALS	36.00	36.00	3.00	6.00	27.00	25.00
0-1100-444-00-240-001-0-631 HUMAN SERVICES-BOTTLED WATER	200.00	200.00	41.25	41.25	117.50	41.25
0-1100-444-00-370-001-0-442 VETERAN'S SRV-EQUIP & VEHICLE RENTALS	3,300.00	3,300.00	2,523.00	6.00	771.00	76.64
0-1100-444-00-370-001-0-631 VETERAN'S SRV-BOTTLED WATER	225.00	225.00	.00	16.50	208.50	7.33
0-1100-451-10-115-033-0-442 HISTORICAL COMM-EQUIP & VEHICLES RENTAL	300.00	.00	.00	.00	.00	.00
0-1100-461-00-380-001-0-442 TX AGRILIFE EXT-EQUIP & VEHICLE RENTALS	8,000.00	8,000.00	4,184.39	904.93	2,910.68	63.62
0-1100-461-00-380-001-0-631 TX AGRILIFE EXT-BOTTLED WATER	300.00	300.00	74.50	15.50	210.00	30.00
0-1100-466-00-122-018-0-442 PCT2 CRC-EQUIP & VEHICLE RENTALS	4,000.00	4,000.00	1,819.37	.00	2,180.63	45.48
0-1100-466-00-122-018-0-631 PCT2 CRC-BOTTLED WATER	100.00	100.00	30.00	.00	70.00	30.00
0-1100-466-00-122-082-0-442 PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	2,000.00	200.00	6.00	.00	194.00	3.00
0-1100-466-00-122-082-0-631 PCT2 CRC (S.TOWER)-BOTTLED WATER	250.00	250.00	30.00	.00	220.00	12.00
<b>1100 GENERAL FUND</b>	<b>550,646.00</b>	<b>544,503.70</b>	<b>245,128.82</b>	<b>50,998.07</b>	<b>248,376.81</b>	<b>54.38</b>
<b>1200 R&amp;B COUNTYWIDE</b>						
0-1200-431-00-115-041-0-442 ROAD ADM-EQUIP & VEHICLE RENTALS	1,039.59	1,039.59	.00	.00	1,039.59	.00
0-1200-431-00-122-004-0-442 CO SHOP-EQUIP & VEHICLE RENTALS	1,000.00	1,000.00	345.40	.00	654.60	34.54
0-1200-431-00-260-001-0-442 R-O-W DEPT-EQUIP & VEHICLE RENTAL	12,103.77	10,103.77	6.00	3.00	10,094.77	.09
0-1200-431-00-260-001-0-631 R-O-W DEPT-BOTTLED WATER	1,000.00	1,000.00	480.75	19.25	500.00	50.00
<b>1200 R&amp;B COUNTYWIDE</b>	<b>15,143.36</b>	<b>13,143.36</b>	<b>832.15</b>	<b>22.25</b>	<b>12,288.96</b>	<b>6.50</b>
<b>1201 R&amp;B PRECINCT 1</b>						
0-1201-431-00-121-004-0-442 PCT1 RD ADM-EQUIP & VEHICLE RENTALS	3,300.00	3,300.00	271.56	14.00	3,014.44	8.65
0-1201-431-00-121-004-0-631 PCT1 RD ADM-BOTTLED WATER	1,000.00	1,000.00	453.25	46.75	500.00	50.00
0-1201-431-00-121-005-0-442 PCT1 P/U RD-EQUIP & VEHICLE RENTALS	14,600.00	14,600.00	500.00	.00	14,100.00	3.42
0-1201-431-00-121-005-0-631 PCT1 P/U RD-BOTTLED WATER	1,000.00	1,000.00	236.25	13.75	750.00	25.00
<b>1201 R&amp;B PRECINCT 1</b>	<b>19,900.00</b>	<b>19,900.00</b>	<b>1,461.06</b>	<b>74.50</b>	<b>18,364.44</b>	<b>7.72</b>
<b>1202 R&amp;B PRECINCT 2</b>						
0-1202-431-00-122-005-0-442 PCT2 RD ADM-EQUIP & VEHICLE RENTALS	5,000.00	9,000.00	7,399.84	963.24	636.92	92.92
0-1202-431-00-122-005-0-631 PCT2 RD ADM-BOTTLED WATER	350.00	350.00	58.75	41.25	250.00	28.57
0-1202-431-00-122-006-0-442 PCT2 P/U RD-EQUIP & VEHICLE RENTALS	5,000.00	5,000.00	315.00	.00	4,685.00	6.30

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<b>1202 R&amp;B PRECINCT 2</b>						
<b>1202 R&amp;B PRECINCT 2</b>	<b>10,350.00</b>	<b>14,350.00</b>	<b>7,773.59</b>	<b>1,004.49</b>	<b>5,571.92</b>	<b>61.17</b>
<b>1203 R&amp;B PRECINCT 3</b>						
0-1203-431-00-123-004-0-442 PCT3 RD ADM-EQUIP & VEHICLE RENTALS	150.00	150.00	.00	.00	150.00	.00
0-1203-431-00-123-005-0-442 PCT3 P/U RD-EQUIP & VEHICLE RENTALS	2,000.00	2,000.00	84.90	255.10	1,660.00	17.00
<b>1203 R&amp;B PRECINCT 3</b>	<b>2,150.00</b>	<b>2,150.00</b>	<b>84.90</b>	<b>255.10</b>	<b>1,810.00</b>	<b>15.81</b>
<b>1204 R&amp;B PRECINCT 4</b>						
0-1204-431-00-124-005-0-442 PCT4 RD ADM-EQUIP & VEHICLE RENTALS	3,600.00	2,700.00	6.00	12.00	2,682.00	.67
0-1204-431-00-124-005-0-631 PCT4 RD ADM-BOTTLED WATER	500.00	500.00	80.75	19.25	400.00	20.00
0-1204-431-00-124-007-0-442 PCT4 P/U RD-EQUIP & VEHICLE RENTALS	6,000.00	6,000.00	5,006.92	2.00	991.08	83.48
0-1204-431-00-124-007-0-631 PCT4 P/U RD-BOTTLED WATER	500.00	500.00	236.25	13.75	250.00	50.00
<b>1204 R&amp;B PRECINCT 4</b>	<b>10,600.00</b>	<b>9,700.00</b>	<b>5,329.92</b>	<b>47.00</b>	<b>4,323.08</b>	<b>55.43</b>
<b>1211 PARKS PRECINCT 1</b>						
0-1211-452-00-121-013-0-442 PCT1 PARKS-EQUIP & VEHICLE RENTALS	3,500.00	3,500.00	1,630.55	33.45	1,836.00	47.54
0-1211-452-00-121-013-0-631 PCT1 PARKS-BOTTLED WATER	500.00	500.00	341.75	8.25	150.00	70.00
<b>1211 PARKS PRECINCT 1</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>1,972.30</b>	<b>41.70</b>	<b>1,986.00</b>	<b>50.35</b>
<b>1212 PARKS PRECINCT 2</b>						
0-1212-452-00-122-008-0-442 PCT2 PARKS-EQUIP & VEHICLE RENTALS	300.00	300.00	.00	.00	300.00	.00
<b>1212 PARKS PRECINCT 2</b>	<b>300.00</b>	<b>300.00</b>	<b>.00</b>	<b>.00</b>	<b>300.00</b>	<b>.00</b>
<b>1213 PARKS PRECINCT 3</b>						
0-1213-452-00-123-008-0-442 PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	4,000.00	140.15	187.85	3,672.00	8.20
0-1213-452-00-123-008-0-631 PCT3 PARKS-BOTTLED WATER	500.00	500.00	172.50	27.50	300.00	40.00
<b>1213 PARKS PRECINCT 3</b>	<b>4,500.00</b>	<b>4,500.00</b>	<b>312.65</b>	<b>215.35</b>	<b>3,972.00</b>	<b>11.73</b>
<b>1237 COUNTY CLERK RECORDS MANAGEMENT &amp; PRESER</b>						
0-1237-415-40-180-003-0-442 CC REC MGMT-EQUIP & VEHICLE RENTALS	20,000.00	17,950.00	8,991.84	1,006.83	7,951.33	55.70
<b>1237 COUNTY CLERK RECORDS MANAGEMENT &amp; PRESER</b>	<b>20,000.00</b>	<b>17,950.00</b>	<b>8,991.84</b>	<b>1,006.83</b>	<b>7,951.33</b>	<b>55.70</b>
<b>1246 T.A.C. SPECIAL VEHICLE INVENTORY</b>						
0-1246-415-15-140-003-0-442 TAX OFF-EQUIP & VEHICLE RENTALS	2,150.00	2,150.00	.00	.00	2,150.00	.00
<b>1246 T.A.C. SPECIAL VEHICLE INVENTORY</b>	<b>2,150.00</b>	<b>2,150.00</b>	<b>.00</b>	<b>.00</b>	<b>2,150.00</b>	<b>.00</b>
<b>1247 LAW LIBRARY</b>						
0-1247-412-50-100-001-0-442 LAW LIBRARY-EQUIP & VEHICLE RENTALS	5,000.00	5,000.00	20.00	4.00	4,976.00	.48
0-1247-412-50-100-001-0-631 LAW LIBRARY-BOTTLED WATER	150.00	150.00	27.50	.00	122.50	18.33
<b>1247 LAW LIBRARY</b>	<b>5,150.00</b>	<b>5,150.00</b>	<b>47.50</b>	<b>4.00</b>	<b>5,098.50</b>	<b>1.00</b>
<b>1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST</b>						

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<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST</b>						
0-1254-412-00-270-014-0-442 HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	10,000.00	10,000.00	20.00	4.00	9,976.00	.24
0-1254-412-00-270-014-0-631 HIDTA US JUSTICE-BOTTLED WATER	500.00	500.00	154.00	11.00	335.00	33.00
<b>1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST</b>	<b>10,500.00</b>	<b>10,500.00</b>	<b>174.00</b>	<b>15.00</b>	<b>10,311.00</b>	<b>1.80</b>
<b>1284 DESIGNATED PURPOSE GRANTS LVL 4</b>						
0-1284-421-00-280-037-0-442 OCDE-EQUIP & VEHICLE RENTALS	.00	7,750.00	6,000.00	750.00	1,000.00	87.10
<b>1284 DESIGNATED PURPOSE GRANTS LVL 4</b>	<b>.00</b>	<b>7,750.00</b>	<b>6,000.00</b>	<b>750.00</b>	<b>1,000.00</b>	<b>87.10</b>
<b>1287 DESIGNATED PURPOSE GRANTS LVL 7</b>						
0-1287-465-20-110-070-9-442 EDA-EQUIP & VEHICLE RENTALS	.00	2,295.00	2,295.00	.00	.00	100.00
<b>1287 DESIGNATED PURPOSE GRANTS LVL 7</b>	<b>.00</b>	<b>2,295.00</b>	<b>2,295.00</b>	<b>.00</b>	<b>.00</b>	<b>100.00</b>
<b>1291 HIDTA</b>						
0-1291-412-00-270-003-9-442 HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	.00	17,125.59	14,374.41	1,500.00	1,251.18	92.69
<b>1291 HIDTA</b>	<b>.00</b>	<b>17,125.59</b>	<b>14,374.41</b>	<b>1,500.00</b>	<b>1,251.18</b>	<b>92.69</b>
<b>1292 WIC</b>						
0-1292-441-00-350-001-0-442 WIC ADM-EQUIP & VEHICLE RENTALS	.00	1,814.00	1,208.00	124.00	482.00	73.43
0-1292-441-00-350-001-0-631 WIC ADM-BOTTLED WATER	.00	3,904.25	629.25	275.00	3,000.00	23.16
<b>1292 WIC</b>	<b>.00</b>	<b>5,718.25</b>	<b>1,837.25</b>	<b>399.00</b>	<b>3,482.00</b>	<b>39.11</b>
<b>1293 HEALTH DEPARTMENT</b>						
0-1293-441-00-340-011-0-442 TDH T.B.ELIM-EQUIP & VEHICLE RENTALS	.00	9,483.00	.00	.00	9,483.00	.00
0-1293-441-00-340-013-0-442 TDH PHPSB-EQUIP & VEHICLE RENTALS	.00	3,845.40	3,291.12	548.52	5.76	99.85
<b>1293 HEALTH DEPARTMENT</b>	<b>.00</b>	<b>13,328.40</b>	<b>3,291.12</b>	<b>548.52</b>	<b>9,488.76</b>	<b>28.81</b>
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>						
0-1295-423-00-330-028-0-442 WESL B/C-EQUIP & VEHICLE RENTALS	500.00	500.00	.00	.00	500.00	.00
0-1295-423-00-330-028-0-631 WESL B/C-BOTTLED WATER	100.00	100.00	.00	.00	100.00	.00
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>	<b>600.00</b>	<b>600.00</b>	<b>.00</b>	<b>.00</b>	<b>600.00</b>	<b>.00</b>
<b>1297 ADULT PROBATION</b>						
0-1297-423-00-320-002-0-442 BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	.00	350.00	.00	180.00	170.00	51.43
0-1297-423-00-320-002-0-631 BASIC SUPERVISION-BOTTLED WATER	.00	1,460.10	.00	.00	1,460.10	.00
0-1297-423-00-320-020-0-631 SATF-BOTTLED WATER	.00	117.50	82.50	.00	35.00	70.21
<b>1297 ADULT PROBATION</b>	<b>.00</b>	<b>1,927.60</b>	<b>82.50</b>	<b>180.00</b>	<b>1,665.10</b>	<b>13.62</b>
<b>2201 SELF-FUNDED HEALTH BENEFITS</b>						
0-2201-415-00-115-009-0-442 DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	.00	2,000.00	1,241.14	268.68	490.18	75.49
<b>2201 SELF-FUNDED HEALTH BENEFITS</b>	<b>.00</b>	<b>2,000.00</b>	<b>1,241.14</b>	<b>268.68</b>	<b>490.18</b>	<b>75.49</b>
<b>2202 SELF-FUNDED WORKERS' COMP</b>						

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>2202 SELF-FUNDED WORKERS' COMP</b>						
0-2202-419-50-115-065-0-442 DBM-W/C DIV-EQUIP & VEHICLE RENTALS	6,000.00	6,000.00	1,411.61	4.00	4,584.39	23.59
0-2202-419-50-115-065-0-631 DBM-W/C DIV-BOTTLED WATER	.00	500.00	126.50	11.00	362.50	27.50
<b>2202 SELF-FUNDED WORKERS' COMP</b>	<b>6,000.00</b>	<b>6,500.00</b>	<b>1,538.11</b>	<b>15.00</b>	<b>4,946.89</b>	<b>23.89</b>
<b>0 YEAR 0</b>	<b>661,989.36</b>	<b>705,541.90</b>	<b>302,768.26</b>	<b>57,345.49</b>	<b>345,428.15</b>	<b>51.04</b>

**Purchase of Uniforms and/or Accessories**

**CC CONSENT**

Date: 03/12/2010  
 Submitted By: Elena Gomez, 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 "Purchase of Uniforms and/or Accessories" Bid No. 2010-010-03-31-MEG

BACKGROUND

Proposed Schedule of Events:  
 1st Advertisement: March 13, 2010  
 Pre-Bid Conference: March 18,2010  
 2nd Advertisement: March 20, 2010  
 Bid Opening Date: March 31, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: obj. 605 Co. Wide  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached expense report as of 3-4-10 for funding availability for obj. 605 "Clothing & Uniforms".

Attachments

- Link: [All Departments Memo of Approvals](#)
- Link: [Legal Notice, Specifications, Draft Contract](#)
- Link: [Expense Report as of 3-4-10](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2010 12:56 PM	APRV
2	Budget & Management	Erika Zamora	03/04/2010 01:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/04/2010 02:02 PM	APRV
4	Auditor's Office		03/05/2010 04:28 PM	NEW

Form Started By: Elena Gomez

Started On: 03/02/2010 08:06  
AM

Final Approval Date: 03/05/2010

---

# MEMORANDUM

To: DEPARTMENT HEAD

From: Elena Gomez, Buyer  
Hidalgo County Purchasing Department

Date: January 20, 2010

Re: Request for Bids - HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES." Bid No: 2010-010-00-00-MEG

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

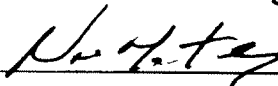
APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 0-1100-432-00-121-0010-605  
0-1201-431-00-121-0050-605

0-1211-452-00-121-017-0-605

	<u>NOE MONTEZ</u>	<u>1/20/10</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than WEDNESDAY, JANUARY 20, 2010 at 3:00p.m. 2<sup>ND</sup> NOTICE**

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo  
**MEMORANDUM**

To: DEPARTMENT HEAD

From: Elena Gomez, Buyer *EG*  
Hidalgo County Purchasing Department

Date: November 16, 2009

Re: Request for Bids - HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES." Bid No: 2010-010-00-00-MEG

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: <sup>10</sup> 91-1100-421-00-293-001-0-605

*Lazaro Gallardo Jr.*  
AUTHORIZED SIGNATURE

Lazaro Gallardo, Jr.  
PRINTED NAME

11-17-09  
DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, NOVEMBER 24, 2009 at 5:00p.m.**



PURCHASING DEPARTMENT  
County Of Hidalgo  
**MEMORANDUM**

To: DEPARTMENT HEAD

From: Elena Gomez, Buyer *EG*  
Hidalgo County Purchasing Department

Date: November 16, 2009

Re: Request for Bids - HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES." Bid No: 2010-010-00-00-MEG

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) Transfer will take place upon request (2010).

BUDGET ACCOUNT #: 9-1100-414-00-130-001-0-605

*Yvonne Ramon*  
AUTHORIZED SIGNATURE

YVONNE RAMON  
PRINTED NAME

11/23/09  
DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, NOVEMBER 24, 2009 at 5:00p.m.**

Enclosures

# MEMORANDUM

To: DEPARTMENT HEAD

From: Elena Gomez, Buyer  
Hidalgo County Purchasing Department

Date: November 16, 2009

Re: Request for Bids - HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES." Bid No: 2010-010-00-00-MEG

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.


If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_\_\_ YES /  NO / \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT # 9-1100-415-00-200-001-

 Renan Ramirez 12/2/09  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, NOVEMBER 24, 2009 at 5:00p.m.**

Enclosures



PURCHASING DEPARTMENT  
 County Of Hidalgo  
**MEMORANDUM**

To: DEPARTMENT HEAD  
 From: Elena Gomez, Buyer *EG*  
 Hidalgo County Purchasing Department

Date: November 16, 2009

Re: Request for Bids - HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES." Bid No: 2010-010-00-00-MEG

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY:        YES /        NO /        Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1313-400-00-137-005-0-605  
9-1313-431-00-137-005-0-605  
9-1100-432-00-137-005-0-605

*Elena Gomez* AUTHORIZED SIGNATURE      Joe P. Flores PRINTED NAME      11/24/09 DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, NOVEMBER 24, 2009 at 5:00p.m.**

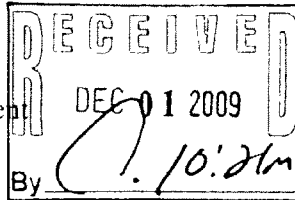


PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

*Fire Marshall  
No correction was  
made.*

To: **DEPARTMENT HEAD**  
From: Elena Gomez, Buyer *hr*  
Hidalgo County Purchasing Department  
Date: November 16, 2009  
Re: Request for Bids - **HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES."** Bid No: 2010-010-00-00-MEG



Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO / \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 0-1100-422-10-300-001-0-605

*as per yulovick 0.*

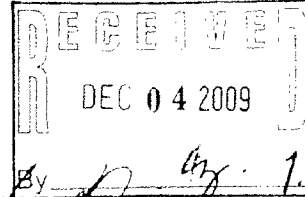
*[Signature]*      Juan Martinez      11/30/09  
 AUTHORIZED SIGNATURE      PRINTED NAME      DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, NOVEMBER 24, 2009 at 5:00p.m.**

Enclosures

# MEMORANDUM

To: DEPARTMENT HEAD  
From: Elena Gomez, Buyer  
Hidalgo County Purchasing Department



Date: December 4, 2009

Re: Request for Bids - HIDALGO COUNTY "PURCHASE OF UNIFORMS and/or ACCESSORIES." Bid No: 2010-010-00-00-MEG

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  x  YES /   NO/   Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #:  1100-419-50-115-059-0-605

[Signature]  Roy Quintanilha 12/4/09  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, DECEMBER 8, 2009 at 5:00p.m.**

Enclosures

# JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

JUVENILE PROBATION DEPARTMENT  
DETENTION CENTER • BOOT CAMP FACILITY  
1001 N. DOOLITTLE RD. • P.O. BOX 267  
EDINBURG, TEXAS 78542-0267  
(956) 587-6200 FAX (956) 383-4280



ISRAEL "BUDDY" SILVA, JR.  
DIRECTOR  
CHIEF JUVENILE PROBATION OFFICER

To: Hidalgo County Purchasing Department  
Attn: Elena Gomez

From: Judge Mario E. Ramirez, Jr. Juvenile Justice Center, Boot Camp  
Superintendent, Richard Garza

As per your request, I am providing a list of items that may require "request for bid approval". Specifications have been obtained and listed in order to provide your department specific item requirements. Please review the attachment for your final approval and submit in accordance to your instructions.

Please feel free to contact me at (956) 969-4908 if additional information is required. Once approval has been obtained, please provide this department with the approved vendors list.

We serve a population of 40 residents and 39 staff that require constant supply of clothing equipment and uniforms.

## HIDALGO COUNTY JUVENILE BOARD

MARIO E. RAMIREZ, JR., OVERSEER  
JUDGE, 332ND DISTRICT COURT

RICARDO P. RODRIGUEZ, JR.  
JUDGE, 92ND DC

RUBEN DELGADO  
JUDGE, 98TH DC

LR. "BOBBY" FLORES  
JUDGE, 109TH DC

ROSE GUERRA REYNA  
JUDGE, 206TH DC

JUAN R. PARTIDA  
JUDGE, 275TH DC

JUAN D. SALINAS III  
COUNTY JUDGE

NOE GONZALEZ  
JUDGE, 370TH DC

LETITY LOPEZ  
JUDGE, 389TH DC

ARIAS SALINAS FLORES  
JUDGE, 396TH DC

ISRAEL RAMON, JR.  
JUDGE, 430TH DC

JESSE CONTRERAS  
JUDGE, 449TH DC

<b>Bid No: 2010-010-00-00-MEG</b>	<b>Buyer: Elena Gomez</b>	<b>Tel. No: (956) 318-2626 Ext. 4855</b>
-----------------------------------	---------------------------	--

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY “PURCHASE of UNIFORMS and/or ACCESSORIES”**

### **BID OPENING DATE:**

Contact Person:

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

1. Sealed bids will be received for **“HIDALGO COUNTY– PURCHASE OF UNIFORMS AND/OR ACCESSORIES** 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: **"RFB-2010-010-00-00-MEG- HIDALGO COUNTY – PURCHASE OF UNIFORMS AND/OR ACCESSORIES** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MONTH, DATE , 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 "RFB-2010-010-00-00-MEG-HIDALGO COUNTY-PURCHASE of UNIFORMS and/or ACCESSORIES"**

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 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-PURCHASE of UNIFORMS and/or ACCESSORIES**" 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  
 2802 S. BUSINESS HWY 281  
 Edinburg, Texas 78539  
 956-318-2511

17. **SCHEDULE OF EVENTS**

<b>Pre-Bid Conference, 2:30P.M.</b>	<b><u>March</u> , 2010</b>
<b>Bid Opening, 9:30 AM</b>	<b><u>March</u> , 2010</b>
Award of Contract	_____ 2010
Commence Work or Deliver Products	<u>                    </u> , 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 there under, 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 (30) 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 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.
28. Successful bidder shall warrant that all items/services shall conform to 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**  
**“PURCHASE of UNIFORMS and/or ACCESSORIES”**

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

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

Exhibit "A"  
HIDALGO COUNTY  
"PURCHASE of UNIFORMS and/or ACCESSORIES"  
BID NO.: 2010-010-00-00-MEG

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**SCOPE OF THE CONTRACT**

This is a firm fixed-price contract calling for delivery of the products identified in the specifications. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions provided but, not limited to the following:

**GENERAL REQUIREMENTS**

- 1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be **equal or exceeded**. Any bid that does not meet the minimum requirements and/or specifications specified will be rejected.
- 2) Vendor(s) are encouraged to bid on one or multiple items.
- 3) Specifications may vary by department. Colors, lettering and logos/**emblems**/seal may differ and no additional fees shall be assessed to the County on similar items.
- 4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.
- 5) Bidders are responsible for all testing costs of their **sample** garments.
- 6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.
- 7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.
- 8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)
- 9) All uniforms shall be new and unused.
- 10) Departments will purchase uniforms "**on an as needed basis**"; there is no guarantee on annual volume.
- 11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.
- 12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.
- 13) All emblem, seal, logos and embroidery fees shall be included in the unit price.
- 14) **PRE-BID CONFERENCE**  
A pre-bid will be held on **DATE, MONTH DAY, and YEAR at TIME p.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to

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acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

15) **SAMPLES**

- a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

**TERMS AND CONDITIONS**

1. The initial term of this contract will be for a two (2) year **term**, with the County's option to extend the contract for an additional two (2) one (1) year **term** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.
2. Hidalgo County reserves the right to **continue** this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen **delay** in award of new bid for next contract term. Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.
3. Hidalgo County reserves the right to **hold** the bids for a period of (90) ninety days without taking action hereon.
4. Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")
5. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in it's best interest to do so.
6. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.
7. Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.
8. 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.
9. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
10. 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 advantageous to the County.

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**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **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

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reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional Information:**

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, DATE, MONTH, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. DATE, MONTH 2010.**

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<b>PRECINCT No. 1</b>		<b>#1</b>
<b>PATCHES, EMBLEMS or EMBROIDERY</b>	Precinct Emblem (Left Breast Attachment) *Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it. Name (Right Breast Attachment) *Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.	
<b>SHIRTS</b>	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)	
<b>LONG SLEEVE TWILL w/ name and department emblem</b>	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Button- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: <ul style="list-style-type: none"> <li>White with Burgundy seal and black lettering</li> <li>Weathered Blue with Gold Seal and White lettering</li> <li>Weathered Forest with Gold Seal and white lettering</li> <li>Bright Burgundy with Navy Blue Seal and white lettering</li> <li>Classic navy with gold seal and white lettering</li> <li>Khaki with burgundy seal and black lettering</li> <li>Stone with burgundy seal and black lettering</li> <li>Faded Olive with hunter green seal and khaki lettering</li> <li>Black with gold seal and white lettering</li> <li>Athletic gold with burgundy seal and black lettering</li> <li>Sky blue with burgundy seal and khaki lettering</li> <li>Royal blue with white seal and white/blue lettering</li> </ul>	
<b>SHORT SLEEVE TWILL w/ name and department emblem</b>	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: M-XXL Colors: Royal Blue, Navy, Khaki, Red, Hunter Green, Black	
<b>HEAVY DUTY WORK PANT</b>	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women Colors- Khaki, navy, black	

<b>PRECINCT No. 3</b>		<b>#2</b>
<b>LONG SLEEVE TWILL</b>	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Button- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: <ul style="list-style-type: none"> <li>White with Burgundy seal and black lettering</li> <li>Weathered Blue with Gold Seal and White lettering</li> <li>Weathered Forest with Gold Seal and white lettering</li> <li>Bright Burgundy with Navy Blue Seal and white lettering</li> <li>Classic navy with gold seal and white lettering</li> <li>Khaki with burgundy seal and black lettering</li> <li>Stone with burgundy seal and black lettering</li> <li>Faded Olive with hunter green seal and khaki lettering</li> <li>Black with gold seal and white lettering</li> <li>Athletic gold with burgundy seal and black lettering</li> <li>Sky blue with burgundy seal and khaki lettering</li> <li>Royal blue with white seal and white/blue lettering</li> </ul>	

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<b>ELECTIONS DEPARTMENT</b>		<b>#3</b>
<b>SHIRTS</b>	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ Elections Administrator Logo emblem in color choice of blue, red, maroon, khaki, purple teal or green Sizes vary from small through 2XL.	
<b>SPORT POLO SHIRT</b>	100% cotton --Short sleeve polo shirt with name and department emblem or badge in color choice of blue, red, maroon, khaki, white, orange, brown, navy, pink, black, purple, teal or green. Sizes vary from small through 2XL	

<b>IT DEPARTMENT</b>		<b>#4</b>
<b>SHIRTS</b>	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ IT Department emblem in color choice of various colors Sizes vary from small through 2XL.	
<b>SPORT SHIRT POLO</b>	6.1 ounce, 100% Cotton Welt Collar 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color With County Logo and IT Department emblem in the following color choices. Various Colors: Sizes will vary from S-XXL	

<b>SAFETY DEPARTMENT</b>		<b>#5</b>
<b>LONG SLEEVE TWILL</b>	5 oz, 100%, Back Pleat, Double Needle Stitching, Patch Pockets, Button-down collars, Button-through sleeve plackets and adjustable curs. Fabric is garment washed; Shirts to be embroider with "COUNTY SEAL" office wording and Name. Sizes are from M-XXL ----- Colors: White with Navy Blue Seal and lettering	
<b>SHORT SLEEVE TWILL</b>	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: M-XXL ----- Colors: White with Navy Blue Seal and lettering	
<b>SPORT SHIRT POLO</b>	6.1 oz, 100% cotton, Welt Collar, 2 Button Placket side seamed with a double needle stitched sleeve and bottom hem colorfast to maintain original color, Sizes will vary from M-XXL ----- Colors: Navy Blue with white seal and letting	
<b>TACTICAL PANTS</b>	Pre-washed, Fade Resistant, 8.5 oz 100% cotton canvas, Action Waist 59 Heavy duty bar tacks for strength and durability, YKK zip front fly with Prym snap, rear slash pockets, utility strap, flashlight/cell phone pocket side cargo pocket, solid brass d-ring, double reinforced seat, double knees and hidden knee pad pockets, waist sizes men from 30-46 ----- Colors: Navy Blue	
<b>CAPS</b>	Baseball type 100% polyester, Velcro adjustable strap to be embroidered with "COUNTY SEAL" and Office Wording ----- Color: Navy Blue with white seal and lettering	

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<b>CONSTABLE PRECINCT NO. 3 (sample needed for all products)</b>		<b>#6</b>
<b>RAINCOAT</b> corrections done	48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4" (Sizes from small to XXXXL)	
<b>TROUSER BELT</b>	1 ¾" Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish (Sizes 28 to 50 waist)	
<b>TIE</b>	Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17½") Long (19 ½"), 3" wide with permanent knot, made of polyester	
<b>TACTICAL UNIFORM</b>	Shirt: Long sleeve, pen/pencil pocket, two large chest pockets with hidden buttons, reinforced elbows, hidden button front, adjustable waist and cuff tabs, double stitched seams. Brown in color (size from regular or long from small to XXXXL)	
<b>PANTS</b>	BDU pants, Brown in color, sizes from regular or long from small to XXXXL, constructed from 7.0 oz./ 65% poly / 35% cotton. Roomy thigh back pockets with hidden buttons, reinforced knees and seats, waist tabs, drawstrings button, button fly	
<b>CAPS</b>	Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)	
<b>T SHIRTS</b>	Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)	
<b>NAME STRIPS</b>	Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt	
<b>RED SHOULDER CORDS</b>	VENDORS MUST BRING SAMPLES	
<b>UNIFORM PATCHES</b>	VENDORS MUST BRING SAMPLES	
<b>DRESS GLOVES</b>	White in color, with snaps, 100% cotton (sizes medium to X Large)	
<b>REPLACEMENT BUTTONS FOR SHIRTS</b>	The Star of Texas with Texas spelled out on the button, one button finish will be silver and the other button finish will be gold, with toggles/ washers	
<b>RAIN COVERS FOR HATS</b>	Plastic covers for hats 4"brim	
<b>COWBOY HATS</b>	Straw hats, Stetson straw (equal or better) Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾ and up)...Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾ and up)	
<b>SHIRTS</b>	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)	
<b>MISCELLANEOUS CAPS</b>	Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable	
<b>SHIRT</b>	Body armor under shirt (sizes small and up)	
<b>TWILL LONG SLEEVE SHIRT</b>	Embroidered with name and department emblem or badge (sizes small and up)	
<b>POLO SHIRT</b>	Short sleeve polo shirt with name and department emblem or badge (sizes small and up)	
<b>TRADITIONAL WORK COAT (equal or better)</b>	Constructed from 12 oz. firm hand 100% cotton duck material, 100% nylon quilted-to-polyester artic weight lining, corduroy top collar with snaps under the collar and zipper front with Velcro wind flap (color duck brown) sizes small and up	

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<i>Juvenile Justice Center</i>		#7
<i>(Boot Camp, Star "Specialize Treatment &amp; Rehabilitation Project", Detention)</i>		
<b>BDU TROUSERS</b>	Propper (or equivalent to) pants. 60% Cotton/ 40% Polyester, Color – Navy Blue Sizes- X Small through X-Large	
<b>SWAT BOOTS</b>	Sizes (Men) - 9 through 10 ½ W, Sizes (Women) 7 through 9	
<b>RUNNING SHOES</b>	Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking Sizes 7 ½ through 11	
<b>SHOES DECK STYLE</b>	Heavy duty canvas step Canvas uppers, non skid rubber soles, Color- Navy, Sizes Male and Female 5-13	
<b>BELTS</b>	Color- Black Sizes- Small through X Large	
<b>YOUTH T-SHIRTS</b>	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy blue with mustard yellow lettering on left side and back, Male and Females sizes- Small through X Large	
<b>YOUTH SHORTS</b>	Jerseys Heavy Weight Blend (or equivalent to) shorts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side, Male and Female Sizes- Small through X Large	
<b>STAFF T-SHIRTS</b>	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side and Back, Male and Female Sizes- Small through XX Large	
<b>STAFF SHORTS</b>	100% Polyester/ 100% Nylon, Color- Black with no lettering, Male and female sizes- Small through XX Large	
<b>WALKING SHORTS</b>	Regular Length Walking Shorts * Polyester/ Cotton Blend, Elastic Waistband no drawstring or pockets, Color- navy with no lettering, Sizes- Male and Female small through 4X Large	
<b>WINDBREAKER JACKETS</b>	Color- Blue or Black with Lettering on left side and back, Male and Female Sizes- Small through XX Large. Shell: 100% Nylon coated with 600 MM Acrylic, Body Lining: 65% Polyester/ 35% Cotton, Sleeve Lining: 100% Cotton or Shell: 100% Nylon Lining: 100% Polyester	
<b>V-NECK SHIRTS</b>	Polyester/ Cotton Blend Fabric, Triple Stitch Short Sleeve, Color-Navy with No Lettering, Sizes- Male and Female small through 4 X Large	
<b>T-SHIRT CREW NECK SWEAT TOP</b>	White, preshrunk, durable taped neck, shoulder seams, extra long tail, 100% cotton ...sizes: small, medium, large adults and XL	
<b>SWEAT BOTTOM</b>	Ash Gray Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs Waistband is covered-seamed and ribbed Sizes small, medium, large and XL	
<b>SWEATSHIRTS</b>	Ash Gray 50% Cotton, 50% Polyester ....Elastic cuffs Sizes small, medium, large and XL	
<b>SWEATPANTS</b>	50% Cotton/ 50% Polyester, Long sleeves, Color- navy, Size- Medium through 3 XL 50% Cotton/ 50% Polyester, Elastic Waistband, Removable Drawstring, Color- Navy, Size- Medium through 3 XL	
<b>SPORT BRAS</b>	Two ply lycra/cotton, Hookless pull on style no metal of plastic, racer style back, Color- White, Sizes- small through XX Large	
<b>WOMEN'S PANTIES</b>	Brief style, Elastic waistband and leg bands, cotton, Color- white, Sizes 5 through 10	
<b>MEN'S BRIEFS</b>	Cotton, Color- White, Size- Small through X Large	
<b>BOXER BRIEFS</b>	Preshrunk, white, 100 % cotton youth sizes small (small, med, large & XL)	
<b>TUBE SOCKS</b>	Cotton Polyester blend, Color- white, Size- small through large	
<b>CREW SOCKS</b>	White crew socks, 86% cotton, 14% man made fiber reinforced gray heel and toe ...Extra thick cushioned foot	
<b>DISPOSABLE SHIRTS AND TROUSERS</b>	Spun bonded polypropylene, cloth like fabric, Color- Light blue, Size- Medium through XX Large	
<b>COOKING HATS</b>	Disposable white, (Sizes med, large)	

Exhibit "A"  
HIDALGO COUNTY  
"PURCHASE of UNIFORMS and/or ACCESSORIES"  
BID NO.: 2010-010-00-00-MEG

<b>FIRE MARSHAL</b>		<b>#8</b>
<b>LONG SLEEVE TWILL</b>	5 ounce, 100% Cotton, Back Pleat , Double Needle Stitching, Patch Pockets, Button- down collars, Button- through sleeve plackets and adjustable cuffs, Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording , Sizes are M-XXL <hr/> Colors:      White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering	
<b>SHORT SLEEVE TWILL</b>	5 ounce, 100% Cotton, Double needle stitching, Patch pockets , Button- down collar, Double needle hemmed at sleeve cuffs, Fabric is garment washed, Shirts to be embroidered with "County Seal" and Office wording, ... Sizes are M-XXL <hr/> Colors:      White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering	
<b>SPORT SHIRT POLO</b>	6.1 ounce, 100% Cotton, Welt Collar, 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color, Sizes will vary from M-XXL <hr/> Colors:      Navy, Khaki, Red, Hunter Green, Black	
<b>DUTY POLO</b>	70% Cool Max Fabric or equivalent to Comfort fit pattern and extra long tails with side vents, 30% Polyester Construction ½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility, Microphone keepers on shoulders and on front placket, Single pocket on left side, Shirts to have department badge embroidered on left chest Sizes will vary from M-XXL <hr/> Colors- Navy, White, Black	
<b>T-SHIRTS</b>	6 ounce, 100% Cotton combed ring spun cotton, 18 singles, Taped shoulder to shoulder, Cover seamed front neck armholes and shoulders, Double needle sleeve and bottom hem, Sizes will vary from M-XXL <hr/> Colors- black, navy, khaki	
<b>SWEATSHIRT</b>	Crewneck style with rib-knit collar, Cuffs and bottom, Smooth finish on outside and brushed fleece inside    Sizes will vary from M-XXL <hr/> Color-Navy	
<b>STRUCTURAL BOOT</b>	16" Bunker fire boots, Shoe fit design, Padded shin protector, Crack resistant poly shell, Black with , safety yellow trim, Steel shank, Steel midsole, Steel toe, Waterproof Lug outsole,    Sizes will vary: Men 8-12 and Women 6-9	
<b>CAPS</b>	Baseball type, 100% polyester , Velcro adjustable strap , Color- Navy	

Exhibit "A"  
HIDALGO COUNTY  
"PURCHASE of UNIFORMS and/or ACCESSORIES"  
BID NO.: 2010-010-00-00-MEG

<i><b>FIRE MARSHAL(cont'd)</b></i>	
<b>CLASS A SHIRT</b>	<p>Lightweight 4.5 oz 65% polyester/ 35% cotton, Military style shirt. Sewn in Creases, Scalloped pocket flap with pleated pockets. Short sleeve style to have convertible collar. Long sleeve style to have banded collar. Sizes will vary from M- XXL</p> <p>Colors- White and Navy</p>
<b>TACTICAL PANT</b>	<p>Pre-washed. Fade Resistant. 8.5 ounce 100 % cotton canvas, Action Waist 59 Heavy duty bartacks for strength and durability, YKK zip front fly with Prym snap, Rear slash pockets, Utility strap, Flashlight/cell phone pocket  Side Cargo Pockets, Solid brass d-ring, Double reinforced seat, Double knees and hidden knee pad pockets, 30-44 waist sizes for men and 8-16 sizes for women</p>
<b>HEAVY DUTY WORK PANT</b>	<p>Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket  Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women</p> <p>Colors- Khaki, navy, black</p>
<b>CLASS A TROUSER</b>	<p>5 oz 65% polyester 35% cotton, Brass ratcheting YKK zipper, Crush- proof hook and eye closure, 30-44 waist sizes for men and 8-16 sizes for women</p> <p>Colors- Navy, Black, Khaki</p>
<b>TACTICAL TROUSER</b>	<p>6.5 oz 65% polyester/ 35% cotton twill, Gripper elastic waistband shirt stay  Two 8.5" deep rear flashlight pockets (sap pockets), Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures), Two back pockets with button tabs, Large keystone belt loops, Brass fly zipper with auto-lock closure, Split seam tailored construction, Extra strength tandem-needle seat seam, Triangular bartacks at all stress points, 30-44 waist sizes for men and 8-16 sizes for women</p> <p>Color- Navy, Black</p>
<b>WINDBREAKER</b>	<p>Two front slash pockets, Drawstring bottom, Snap front closure, Water repellent nylon shell, Lightweight flannel lining, Set in sleeves with elasticized cuffs, Sizes will vary from M- XXL</p> <p>Color- navy</p>
<b>RAINCOAT</b>	<p>ANSI Class 3 Reversible 50" Raincoat, Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester, Made from NFPA 701 flame retardant material, ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping, Sealed seams and storm front with snap closure for full protection, Raglan sleeves for easy movement, Coat to come with pass-through pocket for easy access to duty belt and gear. Sizes will vary from M- XXL</p>
<b>DUTY JACKET</b>	<p>Duty jacket with three ply Taslan and Hiptex 2000 or equivalent, Double storm flap, Storm collar and adjustable cuffs, Zip out Thinsulate liner for added warmth (or equivalent to), 360 degrees telescopic sleeve system for full arm extension, Convertible 3M Scotchlite reflective trim on cuffs (or equivalent to), Side zippers for access to equipment, Pit zips for ventilation and easy emblem application, Two outside pockets with side hand warmer openings, Two inside pockets fully accessible with liner, Liner has additional pocket, Detachable epaulets, Sizes will vary from M- XXL</p> <p>Colors- Navy, Black</p>
<b>OVERALLS</b>	<p>Duck Bib 100% Cotton, Large bib pocket and pencil division in front, Handy double rule pocket and hammer loop, Reinforced back pockets, Crossover high back, Triple stitching and bartacks, Sizes will vary from M- XXL</p>
<b>DUTY BOOT</b>	<p>8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to), Lace to toe military styling, Steel toe boot meets ANSI Z41 PT99 M1/75 C/75 and ASTM F2413-05 standards, Side Zipper, Leather/Cordura nylon (or equivalent to), Walotex membrane (or equivalent to), Steel shank, Removable insole, Slip resistant vibram outsole (or equivalent to), Sizes will vary: Men 8-12 and Women 6-9</p>

**REQUIREMENTS AGREEMENT**  
**C-10-010-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, **2010** by and between \_\_\_\_\_ ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Purchase of Uniforms and/or Accessories**" (**on an as needed basis**) (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on \_\_\_\_\_, **2010** and expire on \_\_\_\_\_, **2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

Approved By Commissioners Court: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Rene A. Ramirez, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

# EXHIBIT "A"

## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

**EXHIBIT "B"**

**BID PAGE**

# EXHIBIT "C"

# CERTIFICATE OF INSURANCE

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
0-1100-412-00-002-001-0-605	93RD DC-CLOTHING & UNIFORMS	385.00	385.00	.00	.00	385.00 .00
0-1100-412-00-003-001-0-605	139TH DC-CLOTHING AND UNIFORMS	200.00	200.00	.00	.00	200.00 .00
0-1100-412-00-006-001-0-605	332ND DC-CLOTHING & UNIFORMS	400.00	400.00	.00	.00	400.00 .00
0-1100-412-00-032-001-0-605	MASTER CRT II-CLOTHING & UNIFORMS	341.00	341.00	.00	.00	341.00 .00
0-1100-412-00-062-001-0-605	JP PCT 1/PL 2-CLOTHING & UNIFORMS	450.00	450.00	.00	.00	450.00 .00
0-1100-412-00-068-001-0-605	JP PCT 4/PL 2-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00 .00
0-1100-412-30-085-003-0-605	PUBLIC DEFENDER-CLOTHING & UNIFORMS	300.00	300.00	.00	79.80	220.20 26.60
0-1100-415-50-190-002-0-605	HUMAN RESOURCES-CLOTHING & UNIFORMS	110.00	110.00	.00	.00	110.00 .00
0-1100-419-40-115-069-0-605	CRTHSE PK LOT-CLOTHING & UNIFORMS	.00	.00	26.00	.00	-26.00 .00
0-1100-419-40-220-001-0-605	FACILITIES MGMT-CLOTHING & UNIFORMS	8,000.00	8,000.00	.00	.00	8,000.00 .00
0-1100-419-50-115-059-0-605	DBM-SAFETY DIV-CLOTHING & UNIFORMS	1,500.00	1,500.00	.00	.00	1,500.00 .00
0-1100-421-00-280-001-0-605	SHERIFF-CLOTHING & UNIFORMS	72,026.00	71,026.00	657.95	.00	70,368.05 .93
0-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	4,500.00	4,500.00	860.00	.00	3,640.00 19.11
0-1100-421-00-292-001-0-605	CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	3,000.00	.00	.00	3,000.00 .00
0-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	5,000.00	5,000.00	38.00	940.00	4,022.00 19.56
0-1100-421-00-294-001-0-605	CONSTABLE PCT.4-CLOTHING & UNIFORMS	.00	5,500.00	308.00	.00	5,192.00 5.60
0-1100-421-00-294-007-0-605	CONST PCT4-PK LOT SEC-CLOTHING & UNIFORM	5,500.00	.00	.00	.00	.00 .00
0-1100-421-00-295-001-0-605	CONSTABLE PCT.5-CLOTHING & UNIFORMS	3,000.00	3,000.00	.00	.00	3,000.00 .00
0-1100-422-10-300-001-0-605	EMERG SRVS-FM-CLOTHING & UNIFORMS	6,000.00	6,000.00	868.09	44.95	5,086.96 15.22
0-1100-423-21-280-002-0-605	JAIL-CLOTHING & UNIFORMS	70,000.00	70,000.00	5,642.54	.00	64,357.46 8.06
0-1100-423-32-330-001-0-605	JUV DET HM-CLOTHING & UNIFORMS	10,000.00	10,000.00	703.50	4,745.33	4,551.17 54.49
0-1100-423-60-330-002-0-605	JUV PROB-CLOTHING & UNIFORMS	2,500.00	2,500.00	.00	.00	2,500.00 .00
0-1100-429-00-300-023-0-605	EMERG SRVS-EM-CLOTHING & UNIFORMS	10,000.00	.00	.00	.00	.00 .00
0-1100-432-00-121-001-0-605	PCT1 SANITATION-CLOTHING & UNIFORMS	500.00	1,000.00	.00	.00	1,000.00 .00
0-1100-432-00-122-001-0-605	PCT2 SANITATION-CLOTHING & UNIFORMS	1,000.00	1,000.00	32.85	119.90	847.25 15.28
0-1100-432-00-123-001-0-605	PCT3 SANITATION-CLOTHING & UNIFORMS	3,500.00	3,500.00	2,449.65	21.64	1,028.71 70.61
0-1100-432-00-124-001-0-605	PCT4 SANITATION-CLOTHING & UNIFORMS	2,700.00	2,700.00	.00	.00	2,700.00 .00

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
0-1100-441-00-340-001-0-605 HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	3,000.00	989.77	.00	2,010.23	32.99
0-1100-444-00-360-001-0-605 CHILD WELFARE-CLOTHING & UNIFORMS	4,340.00	4,340.00	.00	.00	4,340.00	.00
0-1100-466-00-121-050-0-605 PCT1 CRC-CLOTHING & UNIFORMS	.00	150.00	.00	.00	150.00	.00
0-1100-466-00-122-018-0-605 PCT2 CRC-CLOTHING & UNIFORMS	75.00	75.00	.00	.00	75.00	.00
0-1100-466-00-122-082-0-605 PCT2 CRC (S.TOWER)-CLOTHING & UNIFORMS	100.00	100.00	.00	.00	100.00	.00
<b>1100 GENERAL FUND</b>	<b>218,927.00</b>	<b>208,577.00</b>	<b>12,576.35</b>	<b>5,951.62</b>	<b>190,049.03</b>	<b>8.88</b>
<b>1200 R&amp;B COUNTYWIDE</b>						
0-1200-431-00-122-004-0-605 CO SHOP-CLOTHING & UNIFORMS	90.00	90.00	.00	.00	90.00	.00
<b>1200 R&amp;B COUNTYWIDE</b>	<b>90.00</b>	<b>90.00</b>	<b>.00</b>	<b>.00</b>	<b>90.00</b>	<b>.00</b>
<b>1201 R&amp;B PRECINCT 1</b>						
0-1201-431-00-121-005-0-605 PCT1 P/U RD-CLOTHING & UNIFORMS	1,000.00	2,000.00	.00	.00	2,000.00	.00
<b>1201 R&amp;B PRECINCT 1</b>	<b>1,000.00</b>	<b>2,000.00</b>	<b>.00</b>	<b>.00</b>	<b>2,000.00</b>	<b>.00</b>
<b>1202 R&amp;B PRECINCT 2</b>						
0-1202-431-00-122-006-0-605 PCT2 P/U RD-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
<b>1202 R&amp;B PRECINCT 2</b>	<b>500.00</b>	<b>500.00</b>	<b>.00</b>	<b>.00</b>	<b>500.00</b>	<b>.00</b>
<b>1203 R&amp;B PRECINCT 3</b>						
0-1203-431-00-123-005-0-605 PCT3 P/U RD-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	123.64	876.36	12.36
<b>1203 R&amp;B PRECINCT 3</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>123.64</b>	<b>876.36</b>	<b>12.36</b>
<b>1204 R&amp;B PRECINCT 4</b>						
0-1204-431-00-124-005-0-605 PCT4 RD ADM-CLOTHING & UNIFORMS	100.00	100.00	.00	.00	100.00	.00
0-1204-431-00-124-007-0-605 PCT4 P/U RD-CLOTHING & UNIFORMS	8,000.00	8,000.00	410.65	.00	7,589.35	5.13
<b>1204 R&amp;B PRECINCT 4</b>	<b>8,100.00</b>	<b>8,100.00</b>	<b>410.65</b>	<b>.00</b>	<b>7,689.35</b>	<b>5.07</b>
<b>1211 PARKS PRECINCT 1</b>						
0-1211-452-00-121-013-0-605 PCT1 PARKS-CLOTHING & UNIFORMS	200.00	1,000.00	9.00	.00	991.00	.90
<b>1211 PARKS PRECINCT 1</b>	<b>200.00</b>	<b>1,000.00</b>	<b>9.00</b>	<b>.00</b>	<b>991.00</b>	<b>.90</b>
<b>1212 PARKS PRECINCT 2</b>						
0-1212-452-00-122-008-0-605 PCT2 PARKS-CLOTHING & UNIFORMS	400.00	400.00	.00	.00	400.00	.00
<b>1212 PARKS PRECINCT 2</b>	<b>400.00</b>	<b>400.00</b>	<b>.00</b>	<b>.00</b>	<b>400.00</b>	<b>.00</b>
<b>1213 PARKS PRECINCT 3</b>						
0-1213-452-00-123-008-0-605 PCT3 PARKS-CLOTHING & UNIFORMS	1,600.00	1,600.00	.00	.00	1,600.00	.00
<b>1213 PARKS PRECINCT 3</b>	<b>1,600.00</b>	<b>1,600.00</b>	<b>.00</b>	<b>.00</b>	<b>1,600.00</b>	<b>.00</b>
<b>1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST</b>						

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST</b>						
0-1254-412-00-270-014-0-605 HIDTA US JUSTICE-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	.00	1,000.00	.00
<b>1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>	<b>.00</b>
<b>1286 DESIGNATED PURPOSE GRANTS LVL 6</b>						
0-1286-423-00-330-004-0-605 S.T.A.R. PROJECT-CLOTHING	.00	1,000.00	.00	.00	1,000.00	.00
<b>1286 DESIGNATED PURPOSE GRANTS LVL 6</b>	<b>.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>	<b>.00</b>
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>						
0-1295-423-00-330-028-0-605 WESL B/C-CLOTHING & UNIFORMS	8,000.00	8,000.00	7,987.55	.00	12.45	99.84
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>	<b>8,000.00</b>	<b>8,000.00</b>	<b>7,987.55</b>	<b>.00</b>	<b>12.45</b>	<b>99.84</b>
<b>1297 ADULT PROBATION</b>						
0-1297-423-00-320-005-0-605 RESTITUTION CTR-CLOTHING & UNIFORMS	.00	150.00	.00	.00	150.00	.00
0-1297-423-00-320-020-0-605 SATF-CLOTHING & UNIFORMS	.00	2,000.00	.00	.00	2,000.00	.00
<b>1297 ADULT PROBATION</b>	<b>.00</b>	<b>2,150.00</b>	<b>.00</b>	<b>.00</b>	<b>2,150.00</b>	<b>.00</b>
<b>0 YEAR 0</b>	<b>240,817.00</b>	<b>235,417.00</b>	<b>20,983.55</b>	<b>6,075.26</b>	<b>208,358.19</b>	<b>11.49</b>