AI-20261 **2.A.**

389th Judicial District Court Line Item Transfer

CC CONSENT

Date:	03/16/2010
Submitted By:	Luisa Pearson, 389TH DISTRICT COURT
Submitted For:	Luisa Pearson
Department:	389TH DISTRICT COURT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - 389th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-008-001-0-XXX

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

BUDGETARY IMPACT:

442--780 $ 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	03/05/2010 02:11 PM	APRV
2	Ana Galvan	Anna Galvan	03/05/2010 04:40 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Luisa Pearson Started On: 03/05/2010 01:56 PM

Final Approval Date: 03/12/2010

INTRADEPARTMENTAL TRANSFER

DATE: March 5, 2010

DEPARTMENT HEAD: Judge Letty Lopez

DEPARTMENT NAME: 389th District Court

ACCOUNT NUMBER: 0-1100-412-00-008-001-0-XXX

CONTACT PERSON: Luisa Pearson PHONE: (956) 318-2080

SUBJECT: Intradepartmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
442	Rental of Equipment & vehicles	780	Capital Leases	$ 800.00
			TOTAL	**$ 800.00**

REASON: Monies will be needed to cover expenditures that will be incurred to lease xerox copier for 2010.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-20283 **2.B.**

line item 583

CC CONSENT

Date: 03/16/2010
Submitted By: Esther Cantu, 398TH DISTRICT COURT
Department: 398TH DISTRICT COURT

Information

CAPTION
2010 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-009-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 3/10/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:37 AM	APRV
2	JC Carreon	JC Carreon	03/10/2010 09:45 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Esther Cantu Started On: 03/09/2010 10:17 AM

Final Approval Date: 03/12/2010

DATE: March 9, 2010

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 0-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-412-00-009-001-0-890	OTHER	❍	0-1100-412-00-009-001-0-583	TRAVEL	$ 1,833.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
			T O T A L		$1,833.00

REASON:
ADDITION MONIES NEEDED

_____ **March 9, 2010**
DEPARTMENT HEAD SIGNATURE **Date**

_____ _____/_____/_____ _____
APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 1/25/2007

AI-20337 **2.C.**

Intradepartmental Transfer - Master Court 1

CC CONSENT

Date:	03/16/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Delia Garza
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Master Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-031-001-0-XXX

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

BUDGETARY IMPACT:

601 - -> 442 = $12.00

Available account balance as of 3/12/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 09:46 AM	APRV
2	Ana Galvan	Angela Garcia	03/12/2010 07:52 AM	APRV
3	JC Carreon	JC Carreon	03/12/2010 09:24 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Perla Lopez Started On: 03/11/2010 09:19 AM

Final Approval Date: 03/12/2010

DATE: March 16, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Master Court (1100)

ACCOUNT NUMBER: 0-1100-412-00-031-001-0-XXX

SUBJECT: Intra Department Transfer

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 DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Master Court - Office & Compu Supply	442	Master Court - Equi & Vehicle Rentals	12.00
			TOTAL	12.00

REASON: Transfer to fund rental of water cooler.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20277 **2.D.**

2010 - County Clerk's (1100)

CC CONSENT

Date:	03/16/2010
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Clerk's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3/12/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2010 03:55 PM	APRV
2	Ana Galvan	Angela Garcia	03/12/2010 07:52 AM	APRV
3	JC Carreon	JC Carreon	03/12/2010 09:26 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Rene Perez Started On: 03/08/2010 03:14 PM

Final Approval Date: 03/12/2010

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 3/8/2010

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

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

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
432	Co. Clerk - Equip & VEH R&M Services	431	Co. Clerk- BLDG & Other Structure R&M	$225.00
			TOTAL	$225.00

REASON: Need funds in this account for Cat5 Data Drops.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-20334 **2.E.**

Intra Dept Transfer

CC CONSENT

Date:	03/16/2010
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - District Clerk (1100)

BACKGROUND

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 3/12/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:55 AM	APRV
2	JC Carreon	JC Carreon	03/12/2010 04:16 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Stephanie Palacios — Started On: 03/10/2010 05:36 PM

Final Approval Date: 03/12/2010

DATE: March 10, 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.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
336	Computer Services	745	Computer Equipment	$7,079.96
432	Equip & Veh R&M Service	431	Bldg. & Other Structure R&M Service	$450.00
601	Office Supplies	607	Household and Janitorial Supplise	$600.00
			TOTAL	**$8,129.96**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-20268 **2.F.**

HIDTA-US Justice Funds

CC CONSENT

Date: 03/16/2010
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION
2010 - HIDTA (1254)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1254-412-00-270-014-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
741-->342 - $ 2,000.00; Funding available as of 3/11/10.
741-->413 - $ 200.00; Funding available as of 3/11/10.
741-->583 - $ 12,000.00; Funding available as of 3/11/10.

Attachments

Link: Transfer#3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 03:55 PM	APRV
2	Norma Silva	Norma Silva	03/11/2010 01:21 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Nelda Olivarez Started On: 03/05/2010 03:38 PM

Final Approval Date: 03/12/2010

DATE: MARCH 4, 2010

Transfer Number: 3

DEPARTMENT HEAD: DORA L. MUNOZ /FOR RENE GUERRA

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 0-1254-412-00-270-014-0-xxx U.S. JUSTICE FUNDS

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
0-1254-412-00-270-014-0- 741	Vehicles	0-1254-412-00-270-014-0- 342	Info & Credit Services	2,000.00
0-1254-412-00-270-014-0- 741	Vehicles	0-1254-412-00-270-014-0- 413	Elec Surveillance & Security	200.00
0-1254-412-00-270-014-0- 741	Vehicles	0-1254-412-00-270-014-0- 583	Travel Out of County	12,000.00
TOTAL				**$ 14,200.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz — 3/5/2010
Dora L. Munoz — DATE
H.I.D.T.A. Task Force Commander

Attest County Clerk — __/__/__
DATE

Budget Officer — __/__/__
DATE

Approved Commissioners' Court — __/__/__
DATE

AI-20341 **2.G.**

WIC

CC CONSENT

Date: 03/16/2010
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION
2010 - WIC (1292)

BACKGROUND
L/T
0.1292.441.00.350.001.0

Fiscal Impact

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

BUDGETARY IMPACT:
211-->421 - $ 5,000.00; Funding available as of 2/12/10.
211-->550 - $ 5,000.00; Funding available as of 2/12/10.

Attachments

Link: L/T WIC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 02:34 PM	APRV
2	Norma Silva	Norma Silva	03/12/2010 02:18 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 03/11/2010 11:56 AM
Final Approval Date: 03/12/2010

DATE: 03/11/10

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 0.1292.441.00.350.001.0.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO			
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
0.1292.441.00.350.001.0	211 Health Insurance	0.1292.441.00.350.001.0	421	Disposal	5,000.00
0.1292.441.00.350.001.0	211 Health Insurance	0.1292.441.00.350.001.0	550	Printing	5,000.00
				Total:	10,000.00

To Encumber cost for P.O. 's

AI-20349 **2.H.**

LINE ITEM TRANSFER

CC CONSENT

Date:	03/16/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1200-431-00-260-001-0

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

BUDGETARY IMPACT:

$10,000 Available Balance as of 3/11/10

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 04:40 PM	APRV
2	JC Carreon	JC Carreon	03/11/2010 04:50 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Sandra Garcia Started On: 03/11/2010 04:21 PM

Final Approval Date: 03/12/2010

DATE: March 11, 2010

DEPARTMENT HEAD: Jose N. Pena

DEPARTMENT NAME: Right Of Way

ACCOUNT NUMBER: 0-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

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

FROM: TO:

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
672	EQUIPMENT & VEHICLE R & M SUPPLIES	532	WIRELESS DEVICES	3500.00
			TOTAL -->	3500.00

REASON: Funds are needed for GPS Tracking Services

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

AI-20280 **2.I.**

2010 - COUNTY AUDITOR (1100)

CC CONSENT

Date:	03/16/2010
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1100-415-21-170-001-0-

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

BUDGETARY IMPACT:

Available balance as of 3-8-2010.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:36 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/12/2010 01:19 PM	APRV
3	Erika Zamora	Erika Zamora	03/12/2010 02:14 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Maria Medina Started On: 03/08/2010 04:33 PM

Final Approval Date: 03/12/2010

DATE: March 8, 2010

DEPARTMENT HEAD: Ray Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-21-170-001-0-531	Telephone and telegraph	→	0-1100-415-21-170-001-0-665	Minor computer equipment	$614.00
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
TOTAL					$614.00

REASON: To purchase a computer maintenance kit.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-20348 **2.J.**

Intradepartmental Transfer - County Judge

CC CONSENT

Date: 03/16/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Terri Garcia
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-413-00-110-006-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

743 - -> 661 = $2,700.00

Available funds as of 3/11/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 04:40 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/12/2010 01:19 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Perla Lopez
Started On: 03/11/2010 04:17 PM

Final Approval Date: 03/12/2010

DATE: March 16, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for County Judge (1100)

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

SUBJECT: Intra Department Transfer

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 DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
743	County Judge - Office Furn & Equipment	661	Co Judge - Minor Office Furn & Equipment	2,700.00
			TOTAL	2,700.00

REASON: Transfer of funds for the purchase of minor office furniture.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20290 **2.K.**

Line Item Transfer

CC CONSENT

Date:	03/16/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Fire Marshal's Office/Yolanda Orosco
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

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:

560-->529 - $ 570.00; Funding available as of 2/12/10.
584-->336 - $ 495.00; Funding available as of 2/12/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:39 AM	APRV
2	Norma Silva	Norma Silva	03/12/2010 01:52 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Gloria Rodriguez Started On: 03/09/2010 04:36 PM

Final Approval Date: 03/12/2010

DATE: March 16, 2010

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 0-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
0-1100-422-10-300-001-0-560	Microfilm & Film Dev	->	0-1100-422-10-300-001-0-529	Surety & Notary Bonds	$570.00
0-1100-422-10-300-001-0-584	Registration Fee	->	0-1100-422-10-300-001-0-336	Computer Services	$495.00
		->			
		->			
		->		

AI-20301 **2.L.**

Intra- Elections Dept

CC CONSENT

Date:	03/16/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

619 --> 671 $2,726.00
Available balance as of 3/10/10

Attachments

Link: Intra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	03/10/2010 10:43 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 01:15 PM	APRV
3	Norma Silva	Norma Silva	03/11/2010 02:03 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Veronica Lopez

Started On: 03/10/2010 09:27 AM

Final Approval Date: 03/12/2010

DATE: January 5, 2010

2010
Transfer

AI- 20301

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 0-1100-414-00-130-001-0-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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
619	Other Misc Supplies	671	R&M Supplies Building and Other Structutures	2,726.00
			TOTAL	**2,726.00**

REASON:
Transfer needed for Del Rio blinds.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20310 **2.M.**

Line Item Transfer

CC CONSENT

Date:	03/16/2010
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-421-00-280-001-0

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: no

BUDGETARY IMPACT:

funds available as of 03/12/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2010 08:29 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 08:48 AM	APRV
3	Ana Galvan	Anna Galvan	03/12/2010 01:41 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Myra Montoya

Started On: 03/10/2010 03:11 PM

Final Approval Date: 03/12/2010

DATE: 3/10/2010

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	ACCOUNT (OBJECT)	AMOUNT
0-1100-421-00-280-001-0	812-SOFTWARE LICENSE RENEWAL	→	0-1100-421-00-280-001-0	601-OFFICE AND COMPUTER SUPPLIES	$300.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				T O T A L	**$300.00**

REASON:

TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-20304 **2.N.**

Line_Item_Transfers

CC CONSENT

Date:	03/16/2010
Submitted By:	Robert Leal, J.P. 4, 2
Submitted For:	Robert Leal
Department:	J.P. 4, 2
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - J.P. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-068-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3/11/2010

Attachments

Link: Line_Item_Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:16 PM	APRV
2	JC Carreon	JC Carreon	03/11/2010 09:02 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Robert Leal Started On: 03/10/2010 10:08 AM

Final Approval Date: 03/12/2010

DATE: March 15, 2010

DEPARTMENT HEAD: Mary Alice Palacios

DEPARTMENT NAME: Justice of the Peace Mary Alice Palacios

ACCOUNT NUMBER: 0-1100-412-00-068-001-0-

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.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
640	Reference Materials	831	Court Cost and Investigations	$400.00
			TOTAL	400.00

REASON: To Pay Spanish English Intrepretur for services in Justice of the Peace Not Guilty Trails and or Civil Trials

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20299 **2.O.**

LINE ITEM TRANSFER

CC CONSENT

Date:	03/16/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3/12/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:14 PM	APRV
2	Ana Galvan	Angela Garcia	03/12/2010 07:52 AM	APRV
3	JC Carreon	JC Carreon	03/12/2010 01:12 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Joel Rivera Started On: 03/10/2010 08:59 AM

Final Approval Date: 03/12/2010

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 10-Mar-10

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
604	MEDICAL & LAB SUPPL	432	EQUIPT & VEH R&M SRVC	$500.00
607	HSEHLD & JANITORIAL SUPP	432	EQUIPT & VEH R&M SRVC	225.00
640	REFERENCE MATERIALS	432	EQUIPT & VEH R&M SRVC	600.00
661	MINOR OFC FURN & EQUPT	432	EQUIPT & VEH R&M SRVC	1,000.00
331	PHYSICIAN SRVC	432	EQUIPT & VEH R&M SRVC	500.00
			TOTAL	**2,825.00**

REASON: TRANSFERRED NEEDED TO COVER OPERATIONAL EXPENDITUTRES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-20314 **2.P.**

Pct #3 Interdepartmental Transfer

CC CONSENT

Date: 03/16/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct. #3 CO 2009 (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-123-0XX-0-XXX

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

BUDGETARY IMPACT:

711-->890 - $ 272.00; Funding available as of 2/12/10.
733-->890 - $ 56,111.05; Funding available as of 2/12/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:50 AM	APRV
2	Norma Silva	Norma Silva	03/12/2010 11:20 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Norma Ceballos Started On: 03/10/2010 03:22 PM

Final Approval Date: 03/12/2010

DATE: **March 16, 2010**

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

DEPARTMENT NAME: **Pct. No. 3 - CO 2009 Drain Improvement (#1339)**

ACCOUNT NUMBER: **0-1339-431-00-123-049-0-XXX**

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

Contact: Norma Ceballos
Ph#: ext 3007

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).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
0-1339-431-00-123-069-0-711	Pct #3 Moorefield/M5N-R	(272.00)
0-1339-431-00-123-069-0-733	Pct #3 Moorefield/M5N-D	(56,111.05)
To:		
0-1339-431-00-123-049-0-890	Pct #3 Drain Improv-Other	$56,383.05
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Moorefield /M5N Project is complete. Transferring funding to become available for another project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20319 **2.Q.**

Pct. #4 R&B (1204)

CC CONSENT

Date: 03/16/2010
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 03-12-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:50 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/12/2010 02:54 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Jr. Munoz Started On: 03/10/2010 04:18 PM

Final Approval Date: 03/12/2010

Revised Transfer

DATE: 03/15/10 **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.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
334	Arch & Eng Srv	346	Hauling & Freight Services	19,000.00
339	Other Prof Srv.	346	Hauling & Freight Services	3,803.82
433	R&B R&M Srv.	346	Hauling & Freight Services	20,000.00
739	Other Structures	673	R&B R&M Supplies	5,000.00
780	Capital Leases	673	R&B R&M Supplies	28,011.97
432	Equip & Veh R&M Srv	672	Equip & Veh R&M Supplies	20,000.00
				-
			TOTAL	95,815.79

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-20273 **3.A.**

Inter-Departmental Transfer for McColl Offsite Drainage Project

CC CONSENT

Date:	03/16/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2010 interdepartmental transfer within Precinct #2 fund (1202) from Pct.#2 Drainage Improvement Project(program 034) to McColl Offsite Drainage (program 047) in the amount of $80,000.00 for project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $92,291.80 as of 03/05/2010.
0-1202-431-00-122-034-0-890 ------> 0-1202-431-00-122-047-0-719 in the amount of $80,000.00

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2010 03:49 PM	APRV
2	Roland Garcia	Rolando Garcia	03/11/2010 02:50 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/05/2010 04:52 PM

Final Approval Date: 03/12/2010

DATE: March 5, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Bridge (1202)

ACCOUNT NUMBER: 0-1202-431-00-122-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).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1202-431-00-122-034-0-890	PCT2 DRAIN IMPROVEMENT PROJECT - OTHER	(80,000.00)
0-1202-431-00-122-047-0-719	PCT2 MCCOLL OFFSITE DRAINAGE - LAND	80,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
Transfer from PCT2 DRAIN IMPROVEMENT PROJECT to MCCOLL OFFSITE DRAINAGE for purchase of some land.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20307 **3.B.**

Inter-Departmental Transfer for Eldora Road Improvements Project

CC CONSENT

Date: 03/16/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1202)
Approval of 2010 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) to R&B Eldora Road Improvements Project (program 052) in the amount of $100,000.00 to fund project expenditures.

BACKGROUND

WA#5 approved on CCM 2/08/2010 #19/A/6/AI-19757

Fiscal Impact

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

BUDGETARY IMPACT:

Funding available in the amount of $160,718.31 as of 03/10/2010.
0-1202-431-00-122-006-0-890 ------> 0-1202-431-00-122-052-0-711 $40,000.00
0-1202-431-00-122-006-0-890 ------> 0-1202-431-00-122-052-0-731 $60,000.00

Program # provided by Joy Hsu from Auditor's Office on 03/10/2010.

Attachments

Link: Inter-Dept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:18 PM	APRV
2	Roland Garcia	Rolando Garcia	03/10/2010 03:05 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/10/2010 11:16 AM
Final Approval Date: 03/12/2010

DATE: March 10, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Bridge

ACCOUNT NUMBER: 0-1202-431-00-122-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).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1202-431-00-122-006-0-890	PCT2 P/U RD-AID TO GOVERNMENT AGENCY	(100,000.00)
0-1202-431-00-122-052-0-711	PCT2-ELDORA RD (Cesar Chavez, W. to Retama St.)-ROW	$40,000.00
0-1202-431-00-122-052-0-731	PCT2-ELDORA RD (Cesar Chavez, W. to Retama St.)-ROADS	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE to PCT2 ROAD & BRIDGE ELDORA ROAD PROJECT (Cesar Chavez W. to Retama Street) project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20281 **3.C.**

Interdepartmental transfer - Budget Consolidation of Constable Pct. 4 Parking Lot Security to Constable Pct. 4

CC CONSENT

Date:	03/16/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Constable Pct. #4 (1100):
Approval of 2010 interdepartmental transfer from Constable Pct. 4 Parking Lot Security (pgm 007) to Constable Pct. 4 (pgm 001) in the amount of $28,027.96.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-294-00X-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 03/09/10.

Budget Consolidation approved by CC on 02/02/10. (Refer to AI-19681)

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/11/2010 04:14 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 04:39 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 08:55 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Sylvia Solis Started On: 03/09/2010 08:23 AM

Final Approval Date: 03/12/2010

DATE: March 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer
Revised

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

ACCOUNT NUMBER: 0-1100-421-00-294-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-421-00-294-007-0-	113	CONST. PCT. 4 PARKING LOT SEC. -	REG F/T EMPLOYEES	(21,907.69)
0-1100-421-00-294-007-0-	115	CONST. PCT. 4 PARKING LOT SEC. -	LONGEVITY PAY	(31.25)
0-1100-421-00-294-007-0-	117	CONST. PCT. 4 PARKING LOT SEC. -	SUPPLEMENTAL PAY	(87.94)
0-1100-421-00-294-007-0-	211	CONST. PCT. 4 PARKING LOT SEC. -	HEALTH INSURANCE	(1,015.36)
0-1100-421-00-294-007-0-	212	CONST. PCT. 4 PARKING LOT SEC. -	LIFE INSURANCE	(5.00)
0-1100-421-00-294-007-0-	220	CONST. PCT. 4 PARKING LOT SEC. -	FICA	(1,748.09)
0-1100-421-00-294-007-0-	230	CONST. PCT. 4 PARKING LOT SEC. -	RETIREMENT	(2,096.90)
0-1100-421-00-294-007-0-	250	CONST. PCT. 4 PARKING LOT SEC. -	UNEMPLOYMENT COMP.	(76.53)
0-1100-421-00-294-007-0-	432	CONST. PCT. 4 PARKING LOT SEC. -	EQUIPMENT & VEHICLE R&M SVC	(999.00)
TO				
0-1100-421-00-294-001-0-	113	CONSTABLE PCT. 4 -	REG F/T EMPLOYEES	21,907.69
0-1100-421-00-294-001-0-	115	CONSTABLE PCT. 4 -	LONGEVITY PAY	31.25
0-1100-421-00-294-001-0-	117	CONSTABLE PCT. 4 -	SUPPLEMENTAL PAY	87.94
0-1100-421-00-294-001-0-	211	CONSTABLE PCT. 4 -	HEALTH INSURANCE	1,015.36
0-1100-421-00-294-001-0-	212	CONSTABLE PCT. 4 -	LIFE INSURANCE	5.00
0-1100-421-00-294-001-0-	220	CONSTABLE PCT. 4 -	FICA	1,748.09
0-1100-421-00-294-001-0-	230	CONSTABLE PCT. 4 -	RETIREMENT	2,096.90
0-1100-421-00-294-001-0-	250	CONSTABLE PCT. 4 -	UNEMPLOYMENT COMP.	76.53
0-1100-421-00-294-001-0-	432	CONSTABLE PCT. 4 -	EQUIPMENT & VEHICLE R&M SVC	999.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer is part of the budget consolidation of Constable Pct. 4 Parking Lot Security (294-007) to Constable Pct. 4 (294-001) as approved by CC on 02/02/10. (Refer to AI-19681)

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-20278 **4.A.**

2010 Interfund transfer from HIDTA to Constable Pct. 3

CC CONSENT

Date:	03/16/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Nelda Olivarez
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Constable Pct. #3 Investigation HB 65 (1230):
Approval of 2010 interfund transfer from HIDTA Chapter 59 (1251) to Constable Pct. 3 Investigation HB 65 (1230) in the amount of $10,000.00.

BACKGROUND

This interfund transfer is in accordance with the memorandum of understanding previously approved by CC on 03/02/10 between HIDTA and Constable Pct. 3 for seizure awarded funds (refer to AI-20058/ 16.A)

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1XXX-XXX-00-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Interfund transfer in the amount of $10,000.00 in accordance with MOU between HIDTA and Constable Pct. 3 in relation to seizure proceeds.

Funds available in unreserved f/b as of 3-11-10.

Attachments

Link: MOU

Link: Interfund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/11/2010 02:52 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:54 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/11/2010 03:11 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Sylvia Solis Started On: 03/08/2010 03:47 PM

Final Approval Date: 03/12/2010

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING
BETWEEN

HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE

AND

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3**have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE** and

NOW, THEREFORE, to enhance cooperation among local law enforcement agencies and express their mutual commitment of depriving criminals of proceeds generated by their illegal activities, the **HIDALGO COUNTY HIDTA TASK FORCE** will provide the amount of ten thousand dollars ($10,000.00) to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3.**

THEREFORE, the parties hereto agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** shall present to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** the sum of ten thousand dollars ($10,000.00).

2. The amount of ten thousand dollars ($10,000.00) shall solely be used for law enforcement purposes by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under the Texas Code of Criminal Procedure Chapter 59.

3. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall solely be responsible for all expenditures and requirements as set forth under the **TEXAS CODE OF CRIMINAL PROCEDURE CHAPTER 59**

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____ 3/2/2010
Rene A. Ramirez, Hidalgo County Judge — Date

By: _____
Rene Guerra, District Attorney — Date

HIDALGO COUTH HIDTA TASK FORCE

By: _____ 2/24/2010
Dora L. Munoz, HIDTA Task Force Commander — Date

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

By: Lazaro Gallardo Jr. 3/8/10
Lazaro Gallardo, Constable Pct.3 — Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____

DATE: March 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for
Constable Pct. 3 Investigation HB 65

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

2010
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT:

Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1251-491-01-000-230-0- 891	Transfer Out - Constable Pct. 3 Investigation HB 65	10,000.00
TO		
0-1230-391-01-000-251-0- 000	Transfers In - HIDTA Chapter 59	10,000.00
0-1230-421-00-293-010-0- 619	Constable Pct. 3 Investigation HB 65 - Other MiSC supplies	900.00
0-1230-421-00-293-010-0- 532	Constable Pct. 3 Investigation HB 65 - Wireless devices	4,100.00
0-1230-421-00-293-010-0- 665	Constable Pct. 3 Investigation HB 65 - Minor Computer equipment	1,000.00
0-1230-421-00-293-010-0- 668	Constable Pct. 3 Investigation HB 65 - Police Weapons and bulletproof vests	4,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**10,000.00**

REASON: **Interfund transfer from HIDTA Chapter 59 (1251) to Constable Pct. 3 Investigation HB 65 (1230) in accordance with the memorandum of understanding for seizure awarded funds previously approved by CC on 03/02/10 (refer to AI 20058/ 16.A)**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-20328 **5.B.**

Planning Department

CC CONSENT

Date:	03/16/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Reimbursement of a Cash Deposit
   Nacahuita Acres Subdivision – Pct. 1 (Jose Garza)

BACKGROUND

Fiscal Impact

Attachments

Link: Nacahuita Acres - reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:53 AM	APRV
2	Olga Garza	Olga Garza	03/11/2010 09:31 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Nora Cavazos — Started On: 03/10/2010 04:54 PM

Final Approval Date: 03/12/2010

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MARCH 16, 2010

RE: NACAHUITA ACRES SUBDIVISION – PCT. 1

ON FEBRUARY 24, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF SEVEN THOUSAND DOLLARS WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SEVEN (7) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A COPY OF THE ON-SITE SEWERAGE INSPECTION REPORT STATING THAT THE SEPTIC TANK FOR LOT 2 HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 7,000.00
1ST REIMBURSMENT	$ 2,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 4,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

OFFICIAL RECEIPT FOR FEES

HIDALGO COUNTY PLANNING DEPARTMENT
FLOOD CONTROL PROGRAM

RECEIPT Nº 0055158

1-12 20 04

RECEIVED OF: Patterson Chiropractic Clinic $ 7,000.00

Seven thousand and 00/100 DOLLARS

FILE NO. _____ DEVELOPER: _____

SUBDIVISION: Magnolia Acres PCT. NO.: _____

FLOOD CONTROL FEES 010-365-000-00		
BUILDING		
MECHANICAL-ELECTRICAL		
FOUNDATION		
OTHER		

SUBDIVISION FEES 010-341-400-00		
FILING FEE		
INSPECTION FEE		
OTHER Septics	7000	00

ENGINEERING FEES PAYABLE 010-202-401-00		
ENGINEERING FEES		
DEFERRED REVENUE ---229--- -00		
⅓ PAVING DEPOSIT		

TOTAL 7,000.00

M. O. ☐

CHECK ☒ # 14626 CASH ☐

PREPARED BY: _____

AT R'S FORM — ECPD 001: REV. 5-97

PATTERSON CHIROPRACTIC CLINIC
DR. JON P. PATTERSON
1011 SOUTH CLOSNER (956) 383-0191
EDINBURG, TX 78539

COASTAL BANC SSB
EDINBURG, TX
88-7334/3131

14626

12/30/2003

PAY TO THE ORDER OF Hidalgo Co. Planning Dept. $ **7,000.00

Seven Thousand and 00/100********** DOLLARS

Hidalgo Co. Planning Dept.

MEMO Review Fee

⑈014626⑈ ⑆313373349⑆ 0002207923⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

County of Hidalgo

1304 S. 25th Ave. - Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: JOSE GARZA Permit #: 46021

Address: NACAHUITA ACRES S10 Phone #:

Location: 2812 188 1072 No. Bedrooms: 2

Tank Type: CONCRETE

Inside diameter: 5'

Inside length of sides: 5'

Liquids depth or distance from tank bottom to outlet bottom: 48"

Airspace (approximately): 3"

Approximate gallon cap.: 2- 500= 1000

APPROVED
CERTIFICATE OF REGISTRATION FOR PRIVATE SEWAGE FACILITY
AM 2-5-08

Drain Field: Trench ✓ Bed: Evapotranspiration:

Distance from private well: N/A

Distance from foundation: To tank: 15' To drainfield: 25'

Distance from property line: To tank 20' To drainfield: 21'

Depth of Trench: 36" Width of trench: 36"

Backfill material: Ib: II: ✓ III:

Dimensions: 180' X 5' = 900 Sq. Ft.

Gravel: Natural: Crushed: Washed: ✓

Amount: 18 yards, or Tons (per installation)

Pipe: Type: 2729 Brand (if known): Number of feet: 180'

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☑ YES	☐ NO
T's installed in tank at least 25% of liquid level	☑ YES	☐ NO
Trench or bed bottom essentially level	☑ YES	☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES	☐ NO
Perforated pipe generally level throughout field	☑ YES	☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES	☐ NO
Inlet and outlet flow clearly marked	☑ YES	☐ NO
Port holes 12" in diameter	☑ YES	☐ NO
Are end caps provided if drainfield not looped	☑ YES	☐ NO
Septic tank sturdy/water-tight	☑ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES	☐ NO

Installer: I MATA License No.: 4378

Remarks:

Inspector: Date: 2-11-08.

D.R. Lic. # 20831

AI-20286 **6.A.**

Pipeline Permit

CC CONSENT

Date:	03/16/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. The North Alamo Water Supply Corporation:
a. Approximately 420',620', 820', 1,020', 1,220' starting from the centerline of mile 2W going east, on the north side of mile 12.5N- (5)- X Rds; La Paloma Estates Unit 1- 1" waterline w/2" PVC casing

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:39 AM	APRV
2	Olga Garza	Olga Garza	03/10/2010 10:27 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Sandra Garcia Started On: 03/09/2010 01:47 PM

Final Approval Date: 03/12/2010

REVISED JANUARY 2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 16th day of March, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

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

- 1. Approximately 420', 620', 820', 1,020', 1,220' starting from the centerline of mile 2W going east, on the north side of mile 12.5N- (5)- X Rds; La Paloma Estates Unit 1- 1" waterline w/2" PVC casing

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding 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-20354 **6.B.**

Pipeline Permits

CC CONSENT

Date:	03/16/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Agua Specialty Utility District:
a. Install a 2-10" waterline along the east side of Circle 6th Street West. The first waterline shall be installed approximately 780' north of the intersection of Circle 6th Street West & Austin Street and continue an additional 775.77 feet to the north. The second waterline shall be installed approximately 3167.25 feet north of the intersection of Circle 6th Street West and Austin Street and continue an additional 770.00 feet to connect to an existing waterline.

2. Hidalgo Municipal Utility District No. 1:
a. Install a 12" treated effluent line 5' from the north right of way line of 2 Mile Line Road in Hidalgo County from Abrams Road west to where 2 Mile Line turns south . Proposed line will be bored under Abrams Road (and the adjacent Irrigation Canal) at this same alignment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Permit Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/12/2010 11:26 AM	APRV
2	Olga Garza	Olga Garza	03/12/2010 11:38 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Sandra Garcia Started On: 03/12/2010 10:03 AM

Final Approval Date: 03/12/2010

REVISED NOVEMBER 2009

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 _____day of _____, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua Specialty Utility District-

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 10" inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 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:

Install a 2-10" waterline along the east side of Circle 6th Street West. The first waterline shall be installed approximately 780' north of the intersection of Circle 6th Street West & Austin Street and continue an additional 775.77 feet to the north. The second waterline shall be installed approximately 3167.25 feet north of the intersection of Circle 6th Street West and Austin Street and continue an additional 770.00 feet to connect to an existing waterline.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a _____ 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. Not withstanding 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

REVISED NOVEMBER 2009

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 _____day of _____, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Hidalgo Municipal Utility District No. 1

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch /water/ gas/ sewer (treated effluent)/ irrigation line; said line to be constructed of 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:

Install a 12" treated effluent line 5' from the north right of way line of 2 Mile Line Road in Hidalgo County from Abrams Road west to where 2 Mile Line turns south . Proposed line will be bored under Abrams Road (and the adjacent Irrigation Canal) at this same alignment.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a _____ 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. Not withstanding 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.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 20_____.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

_____ of Permittee, _____
(Printed Name of Agent) (Company Name)

_____
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the _____ Day of _____, 20_____.

BY: _____

Signature

Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RENE RAMIREZ, County Judge of Hidalgo County, Texas and SILVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

_____

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared _____, Agent of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said _____ a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

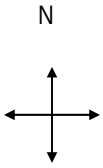
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

_____

Notary Public, State of Texas

My Commission Expires:

SKETCH OF LOCATION



(ORIGINALS TO FOLLOW)

AI-20259 **7.A.**

TAX OFFICE REFUNDS

CC CONSENT

Date:	03/16/2010
Submitted By:	Hilda Fuentes, TAX OFFICE
Submitted For:	Hilda Fuentes
Department:	TAX OFFICE
Agenda Category:	Tax Refunds

Information

CAPTION

Acct#	Property Owner	Payer	Amt
T3255.00.000.0012.00	Marburger, Kyle and Martha Jane	Countrywide (BAC)	$63.19

BACKGROUND

Had been previously submitted on Jan 5, 2010 in the amount of $13,159.26 the full amount that should have been submitted is $13,222.45 we are submitting the difference as per auditors.

Fiscal Impact

Attachments

Link: frnt page

Link: accts page

Link: bac

Link: bac2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 02:07 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/05/2010 02:43 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Hilda Fuentes — Started On: 03/05/2010 01:05 PM

Final Approval Date: 03/12/2010

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 5, 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 Eufracio, CPA

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

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1. T3255.00.000.0012.00	MARGURGER, KYLE AND MARTHA JANE HAD BEEN PREVIOUSLY SUBMITTED ON JAN 5,2010 IN THE AMOUNT OF $13159.26 THE FULL AMOUNT THAT SHOULD HAVE BEEN SUMBITTED IS $13222.45, WE ARE SUBMITTING THE DIFFERENCE	COUNTRYWIDE (BAC)	$ 63.19

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
MARBURGER, KYLE AND MARTHA JANE (Owner) PAYER: COUNTRYWIDE(BAC)

Present mailing address *(number and street)*
2308 RED RIVER DR

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): THE GREENS AT CIMARRON LT 12

Address or location of property:

R505428

Account number of property:

T3255.00.000.0012.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	10/31 / 2008	$ 63.19	$ 63.19
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 63.19

Taxpayer's reason for refund *(attach supporting documentation)*: SHOULD HAVE BEEN ADDED TO THE AMT OF $13159.26 WHICH IN TOTAL PAID IN ERROR $13222.45

HF

Step 4: sign the 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."

sign here — Signature: David [illegible]

Date of application for tax refund: 1/12/10

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3-4-10

sign here — Authorized officer

Date: 3/4/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: ~~1~~2/21/12

2/9

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
MARBURGER, KYLE AND MARTHA JANE ✓ PAYER: COUNTRYWIDE (BAC) ✓

Present mailing address *(number and street)*
2308 RED RIVER DR

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): THE GREENS AT CIMARRON LT 12

Address or location of property:

R505428

Account number of property:
T3255.00.000.0012.00 ✓

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/31/2008	$ 13222.45 ✓	$ 13159.26 ✓
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13159.26

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER COUNTRYWIDE(BAC) PAID IN ERROR.

HF

Step 4: sign the 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."

sign here ➡ Signature: David [signature]

Date of application for tax refund: 11/18/2009

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALG COUNTY AUDITOR'S OFFIC
DATE: DN 12-17-09

sign here ➡ Authorized official: [signature]

Date: 12/18/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ [signature]

Date: 12/9/09

12/11

AI-20309 **7.B.**

TAX OFFICE REFUND
CC CONSENT

Date:	03/16/2010
Submitted By:	Hilda Fuentes, TAX OFFICE
Submitted For:	Hilda Fuentes
Department:	TAX OFFICE
Agenda Category:	Tax Refunds

Information

CAPTION

Acct#	Payer	Amt	
00030.90.460.0001.50	Bluestone Natural Resources LLC	$11961.93	
10038.00.000.0126.01	Jefferson A Crabb	$5105.49	
B2542.00.000.0028.00	Dos Diamantes LP	$4338.84	
B2542.00.000.0039.00	Law Office Of Richard A Cantu	$3463.63	
C0700.00.114.0009.00	Cuellar, A C Jr	$3040.31	
C1400.00.081.0011.06	Bac Tax Service	$3997.40	
E6651.00.000.0001.00	Wells Fargo	$2546.27	
F1652.02.000.0106.00	First American (City Mortgage Inc.)	$3905.02	
G8090.00.000.0058.00	Continental Refrigeration	$2905.15	
J5370.03.000.0043.00	Bac Tax Service	$4867.94	
L6265.02.000.0055.00	Bac Tax Service	$3851.30	
L6265.02.000.0061.00	First American	$13829.18	
M3248.03.000.0008.00	Lar Realty Ltd	$4153.73	
N3080.00.000.0002.00	R&R Service Group	$5313.11	
P3800.00.001.0007.00	Bac Tax Service	$3374.23	
P7170.02.012.0024.00	Colonial Savings	$2764.06	
R1100.00.001.0005.00	Bac Tax Service	$2990.27	
T2100.00.276.0010.15	IBC Bank	$3040.87	
U2050.00.000.0008.00	Bac Tax Service	$3792.19	
V0515.01.000.0072.00	First American (Amtrust Bank)	$5485.76	
V0515.01.000.0073.00	First American (Amtrust Bank)	$8755.70	

BACKGROUND

Fiscal Impact

Attachments

Link: fnt page
Link: accts pg
Link: blue
Link: jefferson
Link: dos
Link: cantu
Link: cuellar

Link: bac c1400
Link: wells e6651
Link: first f1652
Link: continental
Link: bac j5370
Link: bacl6265
Link: first l6265.02
Link: lar
Link: rr
Link: bac p3800
Link: colonial
Link: bac r1100
Link: ibc
Link: bac u2050
Link: first v0515
Link: first v0515 01

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	03/11/2010 10:07 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Hilda Fuentes Started On: 03/10/2010 01:55 PM

Final Approval Date: 03/12/2010

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 9, 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 Eufracio, CPA

ACCOUNT NUMBER	PAYER	AMOUNT
1. 00030.90.460.0001.50	BLUESTONE NATURAL RESOURCES	$ 11,961.93
2.10038.00.000.0126.01	JEFFERSON A CRABB	$ 5,105.49
3.B2542.00.000.0028.00	DOS DIAMANTES LP	$ 4,338.84
4.B2542.00.000.0039.00	LAW OFFICE OF RICHARD A CANTU	$ 3,463.63
5.C0700.00.114.0009.00	CUELLAR, A C JR	$ 3,040.31
6.C1400.00.081.0011.06	BAC TAX SERVICE	$ 3,997.40
7.E6651.00.000.0001.00	WELLS FARGO	$ 2,546.27
8.F1652.02.000.0106.00	FIRST AMERICAN(CITIMORTGAGE INC)	$ 3,905.02
9.G8090.00.000.0058.00	CONTINENTAL REFRIGERATION	$ 2,905.15
10.J5370.03.000.0043.00	BAC TAX SERVICE	$ 4,867.94
11.L6265.02.000.0055.00	BAC TAX SERVICE	$ 3,851.30
12.L6265.02.000.0061.00	FIRST AMERICAN	$ 13,829.18
13.M3248.03.000.0008.00	LAR REALTY LTD	$ 4,153.73
14.N3080.00.000.0002.00	R&R SERVICE GROUP	$ 5,313.11
15.P3800.00.001.0007.00	BAC TAX SERVICE	$ 3,374.23
16.P7170.02.012.0024.00	COLONIAL SAVINGS	$ 2,764.06
17.R1100.00.001.0005.00	BAC TAX SERVICES	$ 2,990.27
18.T2100.00.276.0010.15	IBC BANK	$ 3,040.87
19.U2050.00.000.0008.00	BAC TAX SERVICES	$ 3,792.19
20.V0515.01.000.0072.00	FIRST AMERICAN(AMTRUST BANK)	$ 5,485.76
21.V0515.01.000.0073.00	FIRST AMERICAN(AMTRUST BANK)	$ 8,755.70

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
MERIT ENERGY ¢ PAYER: BLUESTONE NATURAL RESOURCES LLC ¢

Present mailing address *(number and street)*
13727 NOEL RD STE 500 ¢

City, town or post office, state, ZIP code
DALLAS, TX 75240 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SANTA ANNA FACILITY

Step 2: Describe the property

Address or location of property:

N675792 ¢

Account number of property:
00030.90.460.0001.50 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. GHD & DR1	2008	7/31 / 2009	$ 3662.99 ¢	$ 3662.99 ¢
2. SST & JCC	2008	7/31 / 2009	$ 1113.81 ¢	$ 1113.81 ¢
3. SDN	2008	11/25 / 2009	$ 7185.13 ¢	$ 7185.13 ¢
4.		/	$	$
5. TOTAL		/	$	$ 11961.93 ¢

Taxpayer's reason for refund *(attach supporting documentation)*: SUBMITTED/ENTERED WRONG

OWNERSHIP CHANGE TO (00078.90.320.0001.50)(TAXES DUE)

HF

Step 4: sign the 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."

sign here ➡ Signature

Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PN) 3-4-10
3/5/10

sign here ➡ Authorized official

Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/25/10

3/2

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
J&R VALLEY OILFIELD SERVICES INC & PAYER: JEFFERSON A CRABB &

Present mailing address *(number and street)*
~~3019 W ALBERTA~~ PO BOX 310

City, town or post office, state, ZIP code
~~EDINBURG, TX 78539~~ MISSION, TX 78573

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PORCION 38-39-40

Step 2: Describe the property

Address or location of property:

10038.00.000.0126.01 &

Account number of property:
R100394 &

Tax receipt number:
OR

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/30 / 2009	$ 5248.25 ¢	$ 5105.49 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5105.49 1

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#4 GRANTED AG USE

APPL ON FILE

HF

Step 4: sign the 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."

sign here ➡ Signature | Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DN 3/5/10
LC 3/5/10

sign here ➡ Authorized official | Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 2/25/10

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
DOS DIAMANTES LP ¢

Present mailing address *(number and street)*
7307 N 16TH LN ¢

City, town or post office, state, ZIP code
MCALLEN, TX. 78504 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BENTLEY ESTATES LOT 28

Step 2: Describe the property

Address or location of property:

R694966 ¢

Account number of property:

B2542.00.000.0028.00 ¢

Tax receipt number:

OR 14546366

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	11/07	/ 2008	$ 6744.07	$ 4296.18 ¢
2. ALL ENTITIES	2009	11/13	/ 2009	$ 7106.83	$ 42.66 ¢
3. ALL ENTITIES			/	$	$
4. ALL ENTITIES			/	$	$
5. TOTAL			/	$	$ 4338.84 ^

Taxpayer's reason for refund *(attach supporting documentation)*: DUE TO ADJ ON SUPP#4 AND #13

SUBMITTED WRONG VAL DECREASE

GG

Step 4: sign the 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."

sign here ➡ Signature

Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/4/10 3/5/10

sign here ➡ Authorized official

Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/25/10

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

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

Print Date: 01/13/2010

Account Number
B2542-00-000-0039-00
HCAD No. R694977
Legal Description of the Property
BENTLEY ESTATES LOT 39
OXFORD ST

LAW OFFICE OF RICHARD A CANTU
PO BOX 6149
MCALLEN , TX 78502

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

2009 OVERAGE AMOUNT $3,463.63

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 41: EDINBURG CISD, 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.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Law Office of Richard A. Cantu PC		Relationship to Property Owner: Attorney
	Mailing Address: 520 E. Nolana, Suite 140		Daytime Telephone Number: (956) 630-6330
	City, State, Zip Code: McAllen, Texas 78504		
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	X	Overpaid the account	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	Total amount paid by this taxpayer		$6,378.27
	Total tax, penalty, and interest amount owed for the year		$2,914.64
	Amount of refund claimed		$3,463.63
Step 5: How should the refund be processed?		Mail to Property Owner	
	X	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		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		
	SIGN HERE [signature]		Date of application: 1/21/2010
	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		
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: [signature] Date: 3/8/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: [signature] Date: 1-29-10

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

2/9

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CUELLAR, A C JR. 4

Present mailing address *(number and street)*
1700 E. 28TH ST. 4

City, town or post office, state, ZIP code
WESLACO, TX. 78596-8245 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): CAMPACUAS AN IRR TR N221.84-S

Step 2: Describe the property

LOT 9 BLK 114 4.08 AC GR 3.54 NET

Address or location of property:

R130069 4

Account number of property:
C0700.00.114.0009.00 4

Tax receipt number:
OR 13690170

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/30/2009 /	$ 3071.09 4	$ 3040.31 E
2. ALL ENTITIES		/	$	$
3. ALL ENTITIES		/	$	$
4. ALL ENTITIES		/	$	$
5. TOTAL		/	$	$ 3040.31 1

Taxpayer's reason for refund *(attach supporting documentation)*: DUE TO ADJ ON SUPP#15 GRANT

AG USE/2009 TAXES DUE ON SEV ACCT CK MADE TO AB

GG

Step 4: sign the 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."

sign here ➡ Signature

Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/25/10 (PN)
2/25/10

sign here ➡ Authorized officer

Date 3/8/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 2/25/10

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CANTU, CRISTINA ¢ PAYER: BAC TAX SERVICE

Present mailing address *(number and street)*
2445 N WASHINGTON AVE ¢

City, town or post office, state, ZIP code
MERCEDES, TX 78570-9760 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): CAPISALLO 3.2AC

Step 2: Describe the property

Address or location of property:

R694666 ¢

Account number of property:
C1400.00.081.0011.06 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/16 / 2009	$ 3997.40 ¢	$ 3997.40 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3997.40

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#4 GRANTED DVX

HF

Step 4: sign the 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."

sign here ➡ Signature

Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3-5-10

sign here ➡ Authorized officer

Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/25/10

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: 12/21/2009

Account Number ¢ E6651-00-000-0001-00 R557057
Legal Description of the Property ESCANAME LOT 1 ¢ 607 S BLUEBONNET ST

Owner:
Rodriguez, Elibert N & Alicia B

Payer:
WELLS FARGO ¢
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PN 3/9/10 C3/9/10

2009 OVERAGE AMOUNT $2,546.27 ¢

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

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.

APPLICATION FOR PROPERTY TAX REFUND

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

Who should the refund be issued to:	
Name:	Wells Fargo Home Mortgage
Address:	MAC X2302-04D
City, State, Zip:	1 Home Campus
Daytime Phone No.:	Des Moines, IA 50328
	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:	Check No.	Date Paid	Amount Paid
Wells Fargo	124981	12/11/09	2546.27 ¢
TOTAL AMOUNT PAID (sum of the above amounts)			

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

Please check one of the following:	
	I paid this account in error and I am entitled to the refund.
X	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.)

SIGNATURE OF REQUESTOR (REQUIRED)	DATE
[signature]	1/13/10

AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: [signature]	Date: 3/10/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: [signature]	Date: 1-21-10

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

.1.104 2/9

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: 12/23/2009

Account Number
F1652-02-000-0106-00 4 R666442
Legal Description of the Property
FALCON'S LANDING PH 2 LOT 106
4205 ORA ST

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3-5-10
3/9/10

FIRST AMERICAN
--
8435 N STEMMONS FREEWAY
DALLAS , TX 75247--390

2009 OVERAGE AMOUNT $3,905.02

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

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.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CitiMortgage, Inc. Attn: Carl Jasper			
	Address: 5280 Corporate Drive, Dept. 1009			
	City, State, Zip: Frederick, MD 21703			
	Daytime Phone No.: 301-696-5315		E-Mail Address: carl.n.jasper@citi.com	
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
	CitiMortgage	121683404	12/1/09	3,905.02
	TOTAL AMOUNT PAID (sum of the above amounts)			3,905.02
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	X	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 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) 4		DATE 4	
	Carl Jasper, Tax Recovery Specialist		1/28/10	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 3/10/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: 4	Date: 2/25/10 4

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

1104
3/2

JAN 19 2010

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: 12/28/2009

Account Number G8090-00-000-0058-00	R691475
Legal Description of the Property GREENLEAF ESTATES LOT 58 1901 EVARISTO LN	

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12/31/10

CONTINENTAL REFRIGERATION
P.O. BOX 2405
MCALLEN, TX 78502

2009 OVERAGE AMOUNT $2,905.15

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

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.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Andres Canales, JR.			
	Address: P.O. Box 2405			
	City, State, Zip: Mcallen, Texas 78502-2405			
	Daytime Phone No.: 956-383-4247	E-Mail Address: Contref7@aol.com		
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
	Andres Canales, Jr.	15667	12/20/09	4713.22
	TOTAL AMOUNT PAID (sum of the above amounts)			4713.22
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	✓ I paid this account in error and I am entitled to the refund. (Paid a bill that stated this is NOT A Bill.)			
	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.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE 1-14-10	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 3/8/11
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 1-29-10

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

2/9
.1104

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

Owner: Caudle, Clarissa H & Ho[illegible] B Jr

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 2-26-10
3/9/10

Account Number	
J5370-03-000-0043-00	R546281
Legal Description of the Property	
JO-LENE ADDITION UT 3 LOT 43	
E 2105 E 11TH ST	

2009 OVERAGE AMOUNT $4,867.94

1:- HIDALGO COUNTY, 2: DRAINAGE DIST #1, 40: CITY OF WESLACO, 53: WESLACO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

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.

APPLICATION FOR PROPERTY TAX REFUND

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

Who should the refund be issued to:

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

Address:

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 Services	43408	12/11/09	4867.94
TOTAL AMOUNT PAID (sum of the above amounts)			4867.94

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

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 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)	DATE
[signature]	2-1-10

AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: [signature]	Date: 3/10/10
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.

.1.104

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
GARCIA, ELVIN R & JACQUELINE 4 PAYER: BAC TAX SERVICE 4

Present mailing address *(number and street)*
2800 SAN TERESA ST 4

City, town or post office, state, ZIP code
MISSION, TX 78572 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LOS MILAGROS PH 2

Step 2: Describe the property

Address or location of property:

R654957 4

Account number of property:
L6265.02.000.0055.00 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/16 / 2009	$ 16579.53 4	$ 3851.30 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3851.30 1

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#4 SUBMITTED/ENTERED WRONG

HF

Step 4: sign the 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."

sign here ➡ Signature

Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PN) 3/5/10
3/5/10

sign here ➡ Authorized official

Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/25/10

APPLICATION FOR TAX REFUND

FEB - 8 2010

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HINOJOSA, CLOROMIRO JR & LORENA (PAID BY: FIRST AMERICAN)

Present mailing address *(number and street)*
2803 SANTA TERESA AVE

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): LOS MILAGROS PH 2 SHARYLAND PLANTATION VILLAGE LOT 61

Address or location of property:

R654964

Account number of property:
L6265.02.000.0061.00

Tax receipt number:
OR 14903293

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/23 / 2009	$ 13,829.18	$ 13,829.18
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13,829.18

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ACCT#R654964

REFUND BACK TO FIRST AMERICAN.

NB

Step 4: sign the 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."

sign here — Signature: Maudie Stephens — Date of application for tax refund: 1-28-10

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AR 3-1-10
L.C 3/4/10

sign here — Authorized official — Date: 3/8/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 2/16/10

2/23

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2173

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
LAR REALTY, LTD ¢

Present mailing address *(number and street)*
104 E. ZENAIDA ¢

City, town or post office, state, ZIP code
MCALLEN, TX. 78504-1621 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MED-POINT III CONDOS UNIT 8

Step 2: Describe the property

Address or location of property:

R685276 ¢

Account number of property:

M3248.03.000.0008.00 ¢

Tax receipt number:

OR 14643420

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	1/24 / 2009	$ 8522.24 ¢	$ 4153.73 ¢
2. ALL ENTITIES		/	$	$
3. ALL ENTITIES		/	$	$
4. ALL ENTITIES		/	$	$
5. TOTAL		/	$	$ 4153.73

Taxpayer's reason for refund *(attach supporting documentation)*: DUE TO ADJ ON SUPP 4

SUBMITTED WRONG VAL DECREASE

GG

Step 4: sign the 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."

sign here ➡ Signature

Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

EDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PN 3/4/10
J.C. 3/5/10

sign here ➡ Authorized officer

Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 2/25/10

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 2-26-10

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name ~~ADL SERVICES INC~~	R:R Service Group
Present mailing address *(number and street)* 512 S WESTGATE DR STE A	512 S. Westgate, Suite D
City, town or post office, state, ZIP code WESLACO, TX 78596	Weslaco Tx 78596 — Phone *(area code and number)* (956) 973-2803

Legal description (or attach copy of the tax bill or tax receipt): NORMA JEAN LT 2

Step 2: Describe the property

Address or location of property:

✓ R517246

Account number of property: Tax receipt number:

✓ N3080.00.000.0002.00 OR

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/30 / 09	$	$ 5313.11
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5313.11

Taxpayer's reason for refund *(attach supporting documentation)*: OP

ACCOUNT PREVIOUSLY PAID BY R&R SERVICE GROUP

HF Apply back to acct for 2009 tax year

Step 4: sign the 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."

sign here — Signature: Ramiro M Reyes — Date of application for tax refund: 1/28/2010

RAMIRO M. REYES, MEMBER

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer — Date: 3/8/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 2/9/00

2/9/2010

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

Account Number P3800-00-001-0007-00 R 256849
Legal Description of the Property PARKHILL ESTATES LOT 7 BLK. 1 101 JONQUIL AVE

BAC TAX SERVICES
1757 TAPO CANYON ROAD
SIMI VALLEY CA 93063

006841011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 2-26-10

2009 OVERAGE AMOUNT $3,374.23

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

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.

APPLICATION FOR PROPERTY TAX REFUND

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

Who should the refund be issued to:

BAC Tax Services Corporation
CA6-913-LB-01
P.O. Box 10211
Van Nuys CA 91499-6089
866-882-2863 Ext 3401

Name:
Address:
City, State, Zip:
Daytime Phone No
l Address:

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	43408	12/11/09	3374.23
TOTAL AMOUNT PAID (sum of the above amounts)			3374.23

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

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [x] 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.)

SIGNATURE OF REQUESTOR (REQUIRED) — DATE 2-1-10

AUDITORS USE ONLY: [x] Approved [ ] Denied By: _____ Date: 3/8/10

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: _____ Date: 2/16/10

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

.1.104

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name MARISH-BOOS, PEGGY S	PAYER: COLONIAL SAVINGS
Present mailing address *(number and street)* 317 ASHLEY CT	
City, town or post office, state, ZIP code PHARR, TX 78577-6908	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PLANTATION SOUTH #2 LT 24 BLK 12

Step 2: Describe the property

Address or location of property:

R261674

Account number of property: P7170.02.012.0024.00 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/30 / 2009	$ 2764.06	$ 2764.06
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2764.06

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#4 GRANTED DVX

HF

Step 4: sign the 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."

sign here ➡ Signature | Date of application for tax refund

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.

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/4/10
3/5/10

sign here ➡ Authorized officer | Date 3/8/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 2/25/10

Ref # 1368646 23

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

Account Number R1100-00-001-0005-00 R 267242
Legal Description of the Property RANCHO GRANDE ESTATES LOT 5 BLK 1 213 N ALVARADO ST

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 2-26-10
JC 3/4/10

2009 OVERAGE AMOUNT $2,990.27

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 21: CITY OF ALTON, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

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.

APPLICATION FOR PROPERTY TAX REFUND

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

Who should the refund be issued to:

BAC Tax Services Corporation
CA6-913-LB-01
P.O. Box 10211
Van Nuys CA 91499-6089
866-882-2863 Ext 3401

Name:
Address:
City, State, Zip:
Daytime Phone No.:
Address:

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	43408	12/11/09	2,990.27
TOTAL AMOUNT PAID (sum of the above amounts)			

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

Please check one of the following:

	I paid this account in error and I am entitled to the refund.
X	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.)

SIGNATURE OF REQUESTOR (REQUIRED) DATE 2-21-10

AUDITORS USE ONLY: ☑ Approved ☐ Denied By: Date: 3/8/10

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: Date: 2/16/10

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

.1.104

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

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

Print Date: 12/08/2009

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/9/10

IBC BANK
ONE SOUTH BROADWAY
MCALLEN , TX 78501

Account Number
T2100-00-276-0010-15
HCAD No. R297377

Legal Description of the Property
TEX-MEX SURVEY N10'-W852' LOT 8 R/S LOT 10 SEC 276 0.19AC NET

SPRAGUE ST

2009 OVERAGE AMOUNT $3,040.87

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 41: EDINBURG CISD, 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.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: IBC Bank		Relationship to Property Owner: Mortgage Company
	Mailing Address: One South Broadway		Daytime Telephone Number: (956) 632-3549
	City, State, Zip Code: McAllen, Texas 78505		
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	X	Overpaid the account $3040.87	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	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	
	X	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		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		
	SIGN HERE Rosie C Garza	Rosie C Garza Vice President	Date of application: 12/15/2009
	If you make a false statement on this application you could be found g .y of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 3/8/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 1-20-10

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

.1.3 2/9

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

Account Number
U2050-00-000-0008-00 R310985
Legal Description of the Property
UPPER SHARYLAND LOT 8 E 107 E STEWART

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 2-25-10
R.C 3/4/10

94359533

2009 OVERAGE AMOUNT $3,792.19

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

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.

APPLICATION FOR PROPERTY TAX REFUND

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

Who should t
Name: BAC Tax Services Corporation
Address: CA6-913-LB-01
City, State, Zi P.O. Box 10211 Van Nuys CA 91499-6089
Daytime Phon 866-882-2863 Ext 3401
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:	Check No.	Date Paid	Amount Paid
BACTSC	43408	12-11-09	3792.19
TOTAL AMOUNT PAID (sum of the above amounts)			3792.19

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

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [X] 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.)

SIGNATURE OF REQUESTOR (REQUIRED) DATE 2-1-10

AUDITORS USE ONLY: [ ] Approved [ ] Denied By: Date: 3/8/10

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

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

.1.104

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name (owner's in 2009)
BELLAIRE-HAGEN LTD PAID BY: FIRST AMERICAN (AMTRUST BANK)

Present mailing address *(number and street)*
3619 PAESANOS PKWY #200

City, town or post office, state, ZIP code
SAN ANTONIO, TX 78231

Phone *(area code and number)*
1-800-860-2025 EXT 3738

Legal description (or attach copy of the tax bill or tax receipt): VALENCIA PH 1 SHARYLAND PLANTATION VILLAGE

Step 2: Describe the property

LOT 72

Address or location of property:

R723071

Account number of property:
V0515.01.000.0072.00

Tax receipt number:
OR 14763441

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/10 / 09	$ 5749.92	$ 5485.76
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 5485.76

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. REFUND BACK TO MORTGAGE CO. RF #3274825

MM

Step 4: sign the 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."

sign here Signature

Date of application for tax refund
01-04-2010

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 03-1-10

sign here — Authorized official — Date 3/8/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 1-13-10

3/23

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
FRANCISCO BERLANGA RUIZ PAID BY: FIRST AMERICAN (AMTRUST BANK)

Present mailing address *(number and street)*
2802 SAN RICARDO

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*
1-800-860-2025 EXT 3738

Legal description (or attach copy of the tax bill or tax receipt): VALENCIA PH 1 SHARYLAND PLANTATION VILLAGE

Step 2: Describe the property

LOT 73

Address or location of property:

R723072

Account number of property:
V0515.01.000.0073.00

Tax receipt number:
OR 14763441

Step 3: Give the tax payment information

	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	ALL ENTITIES	2009	12/10 / 09	$ 8755.70	$ 8755.70
2.			/	$	$
3.			/	$	$
4.			/	$	$
5.			/	$ TOTAL	$ 8755.70

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. REFUND BACK TO MORTGAGE CO. RF #3274825

MM

Step 4: sign the 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."

sign here — Signature of applicant — Date of application for tax refund: 01-04-2010

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

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

sign here — Authorized officer — Date: 3/8/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 1-13-10

9/23

AI-20238 **8.A.**

2010 TAC Membership Dues

CC CONSENT

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Membership Dues

Information

CAPTION

County Commissioners':
Approval of 2010 membership dues for TAC in the amount of $ 2,440.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor

BACKGROUND

Funds available - $ 3000.00
Acct. #0-1100-419-00-115-023-0-810

Fiscal Impact

FISCAL YEAR:	2010	ACCT. #:	0-1100-419-00-115-023-0-810
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available as of 3/5/10 $3,000.00.

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 11:21 AM	APRV
2	Erika Zamora	Erika Zamora	03/05/2010 04:10 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Monica Badillo — Started On: 03/04/2010 10:29 AM

Final Approval Date: 03/12/2010

1210 San Antonio, Austin, TX 78701
P.O. Box 2131, Austin, TX 78768
(512) 478-8753 • (800) 456-5974
(512) 478-0519 FAX • www.county.org

RECEIVED
FEB 22 2010
COUNTY JUDGE

INVOICE	2010-109
Type	
Date	1/1/2010
Page	1

SECOND NOTICE

Bill to:

Hidalgo County
P. O. Box 1356
Edinburg TX 78540-1356

Remit to:

Texas Association of Counties
P. O. Box 2131
Austin, Texas 78768

Description	Quantiy	Ext. Price
2010 ANNUAL TAC DUES	1	$2,440.00

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/19/10 BY:

0-1100-419-00-115-023-0-810

Subtotal	$2,440.00
Tax	$0.00
Total	$2,440.00

For questions, contact Finance Department
Accounts Receivable, 800-456-5974

AI-20237 **8.B.**

LRGVDC Membership Dues - 2010

CC CONSENT

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Membership Dues

Information

CAPTION

County Commissioners':
Approval of 2010 membership dues for LRGVDC in the amount of $ 37,417.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-419-00-115-022-0-810
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/5/10 $ 37,500.00.

Attachments

Link: dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 11:18 AM	APRV
2	Erika Zamora	Erika Zamora	03/05/2010 03:54 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Monica Badillo — Started On: 03/04/2010 10:22 AM

Final Approval Date: 03/12/2010

L R G V D C

RECEIVED
FEB 0 1 2010
COUNTY JUDGE

2010 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $37,417.00

Please make check payable to the Lower Rio Grande Valley Development Council and mail to 311 N. 15th Street, McAllen, Texas 78501-4705.

INVOICE RECEIVED BY: Monica ON 2/3/10
GOODS/SERVICES RECEIVED BY: ON

(Return lower portion of this statement with your remittance.)

0-1100-419-00-115-022-0-80

L R G V D C

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/3/10 BY:

2010 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $37,417.00

Please make check payable to the Lower Rio Grande Valley Development Council and mail to 311 N. 15th Street, McAllen, Texas 78501-4705.

(Return this portion of this statement with your remittance.)

AI-20300 **9.A.**

Homebuyer Contract

CC CONSENT

Date:	03/16/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

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

BACKGROUND

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

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Jose Roberto & Blanca I. Garza	FY 2009	$7,500	USDA	LOT 431 VALLE ALTO NORTH PHASE VIII HIDALGO TX.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:15 PM	APRV
2	Perla Lopez	Perla Lopez	03/10/2010 02:52 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Estella Webber Started On: 03/10/2010 09:02 AM

Final Approval Date: 03/12/2010

AI-20306 **9.B.**

Disaster Recovery applicants

CC CONSENT

Date: 03/16/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request for approval of one (1) applicant in the City of Pharr, and one (1) in the City of Edinburg under the CDBG Disaster Recovery Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the CDBG Disaster Recovery Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria J. Escalante Deferred Loan Reconstruct	CW 85-09-01	Pharr Pct #2	CDBG DRP 2009	Lot Six (6) and Seven (7), Block (1), Casa Blanca Subdivision, an addition to the City of Pharr Hidalgo County Texas.
Alfredo Serna Deferred Loan Reconstruct	CW 85-09-02	Edinburg Pct #4	CDBG DRP 2009	All undivided interest in the South 226.61 feet of the West 2.14 acres of Lot 3, and the West 119.81 feet of North 5.84 acres of Lot 32, all out of Caldedonian Estates Subdivision, Unit 2, 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 CDBG 2009 Disaster Recovery Program Fund. 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 CDBG 2009 Disaster Recovery Program funds.

Attachments

Link: family assistance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:17 PM	APRV
2	Perla Lopez	Perla Lopez	03/10/2010 03:54 PM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Estella Webber

Started On: 03/10/2010 10:59 AM

Final Approval Date: 03/12/2010

Disaster Recovery Program

ENTITY: City of Pharr

PROJECT: Approval for Assistance under the Disaster Recovery Program.

FUNDING YEAR: CDBG Disaster Recovery Program 2009

SYNOPSIS:

The family is being recommended for applicant approval under the Disaster Recovery Program. The applicant has met all of the program requirements for assistance under the CDBG Disaster Recovery Program. The following is a profile of the project

Maria J. Escalante

Family of one (1)	
Applicant's age is 54	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$3,926.41
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 9,320.00
HUD Income Limits (family of 3):	$ 25,550.00

Existing Dwelling: 2 bedrooms frame home, built in 1950.

RECOMMENDATION:

The Disaster Recovery Program Staff recommends approval for assistance under the Disaster Recovery Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 10/16/09 City: Pharr, TX If County Wide, Precinct #: 2

Name of Applicant: Maria Escalante Inspector: A. Garza

Address: 746 N. Date Year House was Built: N/A

EXTERIOR

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

2. **Exterior Walls:** Good [ ] Repair [ ] Replace [✓]
   Are the exterior surfaces sound and free from hazards?
   Notes: Old, nothing

3. **Windows:** Good [ ] Repair [ ] Replace [✓]
   Notes: Hard to open

4. **Trim:** Good [ ] Repair [ ] Replace [✓]
   Notes: Old weathered

5. **Overhang / Trim:** Good [ ] Repair [ ] Replace [✓]
   Notes: None

6. **Roof Shingles:** Good [ ] Repair [ ] Replace [✓]
   Notes: Old, leaking

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

Is the roof sound and free from hazards?

Notes: Roof sags quite alot.

8. **Other Exterior Structural Observations (stairs, rails, ramps, etc..):** None

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

Notes: OK

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

Is plumbing free from sewer back up? _____

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

Notes: N/A

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

Notes: OK

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

Notes: _____

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

Notes: _____

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

Some supply leaks

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

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

Yes [ ] No [ ]

Location(s): OK

Notes: _____

_____

INTERIOR

15. Describe **Flooring Conditions** for Entire Dwelling: very bad

Describe Specific Floor **Problem Areas:** all over

Is Floor Reparable Yes [ ] No [✓]

Notes: _____

_____

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

Notes: OK

_____

17. **Ceiling Coverings:** Good [ ] Repair [ ] Replace [✓]

Notes: Stained water leaks

_____

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

Notes: _____

19. **Water Heater:** No hot water (very little) 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: Some under sinks.

20. **Insulation:** None Good [ ] Repair [ ] Replace [ ]

Are the attic and walls appropriately insulated for regional conditions?

Notes:

21. **Lead Base Paint Assessment** Required [ ] Not Required [ ]

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

Yes [ ] No [ ]

Notes: ND Signs

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

Yes [ ] No [ ]

Location(s): OK

Notes:

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

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

Disaster Recovery Program

ENTITY: City of Edinburg

PROJECT: Approval for Assistance under the Disaster Recovery Program.

FUNDING YEAR: CDBG Disaster Recovery Program 2009

SYNOPSIS:

The family is being recommended for applicant approval under the Disaster Recovery Program. The applicant has met all of the program requirements for assistance under the CDBG Disaster Recovery Program. The following is a profile of the project

Alfredo Serna	Family of one (3)	
	Applicant's age is 59	
	Flood Zone:	No – Zone X
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	$1,310.20
	Debt to Income Ratio:	N/A
	Pay Back:	No - Deferred Loan
	Number of Bedrooms:	2
	Square Feet:	864
	Total annual household income:	$ 0.00
	HUD Income Limits (family of 3):	$ 32,850.00

Existing Dwelling: 2 bedrooms frame home, built in 1975.

RECOMMENDATION:

The Disaster Recovery Program Staff recommends approval for assistance under the Disaster Recovery Program by the County Commissioner's Court.

11.01A Initial Inspection

After inspection of the residence of Alfredo Serna **located at** CW-Edinburg, **Texas,** UCP **has determined that the housing unit cannot be rehabilitated for one or more of the following reasons:**

Findings *	Please check Applicable findings
House was demolished by storm (vacant lot).	☐
House was demolished by city/county because of slum/blight or otherwise unsafe condition, or has been tagged for demolition by city/county.	☐
House is unsafe to conduct an inspection.	☐
Deterioration of structural infrastructure and/or moisture damage, mold and/or toxicity.	☑
Extensive damage to roofing.	☐
Extensive damage to floor and sub floor.	☐
Complete electrical rewire.	☐
Complete plumbing including waste supply and fixtures.	☐
House is a manufactured housing unit (under the CDBG Disaster Recovery Program, MHUs can only be replaced, not rehabilitated).	☐

***Findings must be supported by pictures *and* statements/certifications from authorized/certified persons as appropriate (e.g. COG certified inspectors, city/county building inspectors, health inspectors, etc.)**

Notes:

Will cost More than 1/2 to rehab. Recommended Recon.
- MG

Date of home inspection: 12-2-09

Inspector's Signature: MG

Inspector's Name: Monica Guerra

AI-20272 **10.A.**

MONTHLY COLLECTION REPORTS
CC CONSENT

Date: 03/16/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION
Monthy Collection Report for January 2010:

OFFICE	FEES & COST	MONTH
Constable Lazaro Gallardo	$2,840.00	January 2010
Fire Marshal	$2,472.50	January 2010

BACKGROUND

Fiscal Impact

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

Attachments

Link: Collection Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:36 AM	APRV
2	Erika Zamora	Erika Zamora	03/12/2010 02:10 PM	APRV
3	Erika Zamora	Erika Zamora	03/12/2010 02:10 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Maria Medina Started On: 03/05/2010 04:31 PM

Final Approval Date: 03/12/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 5, 2010

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

Dear Judge Ramirez:

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

OFFICE	FEES & COST	MONTH
Constable Lazaro Gallardo	$ 2,840.00	January 2010
Fire Marshal	$ 2,472.50	January 2010

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

Revised

RECEIVED BY
HIDALGO COUNTY TREASURER

2010 FEB 24 AM 11 38

CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending January 2010 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
1/7/2010	MCALLEN I.S.D.	QUALITY THERAPY SERVICES, INC.	9177	T-784-01-G	WRIT OF POSSESION		X			X			134612	$200.00
1/7/2010	HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1	UNITED DRIVE IN # 4	9178	T-2723-09-J	TAX WARRANT		X			X			134612	$200.00
1/7/2010	HIDALGO COUNTY ET AL	AARON RIVERA	9179	T-2725-09-I	TAX WARRANT		X			X			134612	$200.00
1/7/2010	HIDALGO COUNTY ET AL	BASILIIO GARCIA ET AL	9180	T-2710-09-D	TAX WARRANT		X			X			134612	$200.00
1/7/2010	BRADCO SUPPLY CORP	SURFACING USA, LLC & SERGIO ARTURO VELA	9181	09-74110-3	WRIT OF EXECUTION (TARRANT CO.)	X			X				134612	$200.00
1/11/2010	FIA CARD SERVICES	ORALIA FLORES	9182	CV-006-10-31	CITATION		X	X					134720	$60.00 X12
1/11/2010	LVNV FUNDING LLC	YOLANDA LEAL	9183	CV-007-10-31	CITATION		X	X					134720	$60.00 X13
1/11/2010	CACH LLC	ANITA SANCHEZ	9184	CV-008-10-31	CITATION		X	X					134720	$60.00 X14
1/11/2010	ADVANTAGE ASSETS II, INC.	AFRICA GIBB	9185	CV-009-10-31	CITATION		X	X					134720	$60.00 X5
1/13/2010	HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1	MARCO A. MASCORRO DBA PICK A SALAD	9186	T-2729-09-I	TAX WARRANT		X			X			134720	$200.00
1/20/2010	THE FROST NATIONAL BANK, N. A.	2MG PLASTICS, LLC ET AL	9187	2009-37081	WRIT OF EXECUTION (HARRIS CO.)	X				X			134921	$200.00
1/20/2010	HIDALGO COUNTY ET AL	RENE R. RAMIREZ, SR. & SCIENTIFIC MEDICAL LABORATORY	9188	T-2308-09-I	TAX WARRANT		X			X			134921	$200.00
1/25/2010	FLEETONE LLC	STEPHEN P. DUFFEY GUARANTOR AND D & T TRANSPORT, INC.	9189	DC-09-08160-C	WRIT OF EXECUTION (DALLAS CO.)	X				X			135119	$200.00
1/25/2010	PROBUILD SOUTH, LLP FKA HOPE LUMBER AND SUPPLY CO. LP	RICHARD MARQUEZ IND. & DBA MARQUEZ FRAMING COMPANY	9190	CL-09-2111-A	WRIT OF EXECUTION		X		X				135119	$200.00
1/25/2010	HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1	RAMIREZ APPLIANCE, LLC	9191	T-2838-09-A	TAX WARRANT		X			X			135119	$200.00
													Page Total	$2,440.00
													Grand Total	

* NEEDS A REFUND OF $10.00.

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

Approved by: Horacio Sanchez
Constable, Precinct 3

Prepared by: Raquel V. Ramos

Date: 02-24-10

Page 1 of 1

County Auditor's Form AS-C-002

Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: BMO 2/18/10
DATE: 2/18/10

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HIDALGO COUNTY AUDITOR'S OFFICE

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CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending January 2010

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	DUE TO COUNTY
1/25/2010	LONE STAR NATIONAL BANK	BERMAN INVESTMENTS, LLC & CONDAT BERMAN GOMEZ	9192	CL-09-2922-D	WRIT OF EXECUTION X 2		X		X				135119	$400.00
													Page Total	$400.00
													Grand Total	$2,840.00

X10

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

Approved by: Hraldo Sanchez
Constable, Precinct 3

Prepared by: Raquel V. Ramos

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FEB - 4 2010
HIDALGO COUNTY
AUDITOR'S OFFICE

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT

FOR THE MONTH OF JANUARY 2010 PBB

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
1/4/2010	Nora Taylor	3958	X			Foster Home	134454	$50.00
1/4/2010	Laura Pena	3959	X			Business Occupancy Day Care	134454	$50.00
1/4/2010	Patricia Valez	3960	X			Bus. Occupancy Day Care	134454	$50.00
1/6/2010	Manuel Barbosa	3961	X			Business Occupy	134492	$50.00
1/6/2009	Onesimo Ortiz	3962		X		Building Permit	134492	$200.00
1/7/2010	Wiedner & Ncauliffe	3963		X		Copy of Rpt	134579	$10.00
1/11/2009	Dollar General	3964		X		Building Permit	134580	$410.00
1/11/2010	Marlen Roel	3965	X			Business Occupy	134580	$50.00
1/11/2010	J. Russell Salinas	3966	X			Business Occupy	134580	$50.00
1/11/2010	Odilia Pina	3967	X			Business Occupy	134580	$50.00
1/11/2010	Bonnie Coflin	3968		X		Business Occupy	134580	$50.00
1/11/2010	Miguel Rome ro	3969	X			Business Occupy	134580	$50.00
1/11/2010	Baldemar Garcia - Anna Garcia	3970		X		Business Occupy	134580	$50.00
1/12/2010	Jose Montenegro	3971	X			Business Occupy	134659	$50.00
1/14/2010	VOID	3972				VOID	134768	VOID
1/14/2010	TNT Construction	3973		X		Building Permit	134768	$252.50
1/14/2010	Jose Luis Lopez	3974	X			Business Occupy	134768	$50.00
1/19/2010	Jesus Navarro	3975	X			Business Occupy	134819	$50.00
1/21/2010	Amigos Familia	3976		X		Fire Alarm System	134873	$100.00
1/21/2010	Jaime L. Rojas	3977	X			Business Occupy	134873	$50.00
1/21/2010	Pedro Escobedo	3978	X			Business Occupy	134873	$50.00
1/21/2010	Yolanda Mauricio	3979	X			Building Permit	134873	$200.00
1/22/2010	Ace Fire & Sound	3980		X		Fire Alarm System	134910	$100.00
1/25/2010	East Hidalgo Det. Center	3981-1		X		Business Occupy	134959	$50.00
1/25/2010	Ricardo Guerra	3981-2		X		Business Occupy	134959	$50.00
1/25/2010	Ace Fire & Sound	3982		X		Fire Alarm System	134959	$100.00
1/28/2010	Carousel Daycare.	3983		X		Fire Alarm System	135070	$100.00
1/28/2010	Esequiel Corral	3984	X			Business Occupy	135070	$50.00
1/28/2010	Juan S. Hernandez	3985	X			Business Occupy	135070	$50.00
1/29/2010	Armando Sanchez	3986	X			Business Occupy	135162	$50.00

2010 FEB 16 PM 1 33
COUNTY AUDITOR
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FEB - 8 2010
HIDALGO COUNTY
AUDITOR'S OFFICE

X3
V1

						Page Total		$2,472.50
						Grand Total		$2,472.50

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

Approved by: _____ Fire Marshal — Date 2/11/10

Print Name: Juan Martinez

Prepared by: Yolanda Orozco Secretary/Assistant — Date 2/11/10

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 2/16/10 2/17/10

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COUNTY AUDITOR
2010 FEB 16 PM 1 33

AI-20333 **11.A.**

BLUE CROSS BLUE SHIELD OF TEXAS
CC CONSENT

Date: 03/16/2010
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $881,172.89 to the Hidalgo County Claims bank account for Blue Cross Blue Shield Insurance Claims for period 02/06/2010 thru 03/05/2010.

02/06-12/2010	$ 308,423.24
02/13-19/2010	208,758.21
02/20-26/2010	158,853.39
03/01-05/2010	205,138.05
TOTAL:	$ 881,172.89

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 02/06-12/2010
Link: 02/20-26/2010
Link: 03/01-05/2010
Link: Certification
Link: 02/13-19/2010
Link: Stop Loss Credit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:54 AM	APRV
2	Olga Garza	Olga Garza	03/11/2010 11:36 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Flora Vazquez
Started On: 03/10/2010 05:29 PM

Final Approval Date: 03/12/2010

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 02/06/2010 02/12/2010

SECTION		
0001-0011	HIDALGO COUNTY	$ 248,023.93
0002-0012	HEADSTART	$ 40,378.46
0003-0013	APPRAISAL DISTRICT	$ 2,722.39
0004-0014	COMMUNITY SERVICE	$ 415.93
0005-0015	DRAINAGE DISTRICT	$ 10,852.30
9001-9002	COBRA	$ 1,959.34
0006-0016	RETIREE	$ 4,070.89
	TOTALS	$ 308,423.24

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 02/20/2010 02/26/2010

SECTION		
0001-0011	HIDALGO COUNTY	$ 118,743.36
0002-0012	HEADSTART	$ 21,407.57
0003-0013	APPRAISAL DISTRICT	$ 12,517.74
0004-0014	COMMUNITY SERVICE	$ 457.31
0005-0015	DRAINAGE DISTRICT	$ 1,777.53
9001-9002	COBRA	$ 4,101.68
0006-0016	RETIREE	$ 11,001.27
STOP LOSS CREDIT		$ (11,153.07)
	TOTALS	$ 158,853.39

Account	Corporate I	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433

21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433
21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433
21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433
21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433
21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433
21185	TX1	618139	160422	3/1/2010	3/5/2010	3/1/2010	3/5/2010	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.4E+08

1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08

Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
100552092732000	Single	2/24/2010	$77.12	$77.12	0.00%	$0.00	
100552093086000	Single	2/24/2010	$166.30	$166.30	0.00%	$0.00	
100552093357000	Single	2/24/2010	$151.07	$151.07	0.00%	$0.00	
100554992477000	Single	2/24/2010	$58.10	$58.10	0.00%	$0.00	
100545192118000	Single	2/23/2010	$57.99	$57.99	0.00%	$0.00	
100566787008000	Single	2/25/2010	$73.68	$73.68	0.00%	$0.00	
100574361522000	Single	2/26/2010	$0.55	$0.55	0.00%	$0.00	
BASIC PLAN:			$ 584.81	$ 584.81	$ -	$ -	
0000201006050U22060X	Single	2/8/2010	$172.57	$172.57	0.00%	$0.00	
00002010062506C0640X	Family Sub	2/17/2010	$42.54	$42.54	0.00%	$0.00	
00002010062506C0640X	Family Sub	2/17/2010	$1.40	$1.40	0.00%	$0.00	
00002010062506C0640X	Family Sub	2/17/2010	$25.50	$25.50	0.00%	$0.00	
00002010062506C0640X	Family Sub	2/17/2010	$8.15	$8.15	0.00%	$0.00	
00002010062506C0640X	Family Sub	2/17/2010	$3.00	$3.00	0.00%	$0.00	
0000201004050217 9K0X	Single	2/1/2010	$275.03	$275.03	0.00%	$0.00	
0000201004050217 9K0X	Single	2/1/2010	$76.55	$76.55	0.00%	$0.00	
0000201004050217 9K0X	Single	2/1/2010	$19.20	$19.20	0.00%	$0.00	
0000201004050217 9K0X	Single	2/1/2010	$24.00	$24.00	0.00%	$0.00	
0000201004050217 9K0X	Single	2/1/2010	$8.00	$8.00	0.00%	$0.00	
0000201004050217 9K0X	Single	2/1/2010	$8.00	$8.00	0.00%	$0.00	
000020100575015B960X	Single	2/2/2010	$70.00	$70.00	0.00%	$0.00	
00002010057509Y7110X	Single	2/6/2010	$54.45	$54.45	0.00%	$0.00	
0000201006050W66030X	Single	2/11/2010	$147.16	$147.16	0.00%	$0.00	
0000201006050W66030X	Single	2/12/2010	$30.32	$30.32	0.00%	$0.00	
0000201006350173V00X	Single	2/26/2010	$53.39	$53.39	0.00%	$0.00	
0000201006350173V00X	Single	2/27/2010	$53.39	$53.39	0.00%	$0.00	
0000201006350738 6A0X	Single	2/12/2010	$54.45	$54.45	0.00%	$0.00	
0000201006350738 6A0X	Single	2/13/2010	$54.45	$54.45	0.00%	$0.00	
0000201006350738 6A0X	Single	2/14/2010	$54.45	$54.45	0.00%	$0.00	
0000201006350738 6A0X	Single	2/15/2010	$54.45	$54.45	0.00%	$0.00	
0000201006350738 6A0X	Single	2/16/2010	$78.00	$78.00	0.00%	$0.00	
000020100625745Q920X	Family Sub	12/18/2008	$23.77	$23.77	0.00%	$0.00	
000020100625746Q210X	Family Sub	11/21/2008	$23.77	$23.77	0.00%	$0.00	
000020100625746Q250X	Family Sub	11/24/2008	$0.85	$0.85	0.00%	$0.00	
000020100625746Q250X	Family Sub	11/24/2008	$1.50	$1.50	0.00%	$0.00	
000020100625746Q250X	Family Sub	11/24/2008	$1.33	$1.33	0.00%	$0.00	
100533668912000	Family Mer	2/22/2010	$15.36	$15.36	0.00%	$0.00	
100534279396000	Single	2/22/2010	$5.93	$5.93	0.00%	$0.00	
100534281066000	Single	2/22/2010	$192.39	$192.39	0.00%	$0.00	
100564814481000	Single	2/25/2010	$941.44	$941.44	0.00%	$0.00	
100535022349000	Single	2/22/2010	$103.28	$103.28	0.00%	$0.00	
BUY-UP PLAN:			$2,678.07	$2,678.07	0.00%	$0.00	
0000201006050Y05070X	Family Sub	2/23/2010	$83.01	$83.01	0.00%	$0.00	
0000201006050Y05070X	Family Sub	2/23/2010	$25.50	$25.50	0.00%	$0.00	
0000201006050Y05070X	Family Sub	2/23/2010	$28.88	$28.88	0.00%	$0.00	

00002010063506150E0X	Family Sub	2/23/2010	$18.68	$18.68	0.00%	$0.00
100566908851000	Single	2/25/2010	$68.39	$68.39	0.00%	$0.00
100536056781000	Family Mer	2/22/2010	$101.36	$101.36	0.00%	$0.00
100536060904000	Family Mer	2/22/2010	$210.45	$210.45	0.00%	$0.00
100536071826000	Family Mer	2/22/2010	$3.28	$3.28	0.00%	$0.00
100565892234000	Family Mer	2/25/2010	$37.22	$37.22	0.00%	$0.00
BASIC PLAN:			$576.77	$576.77	0.00%	$0.00

TOTAL: $3,839.65

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **February 06, 2010 thru March 5, 2010**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 881,172.89.**

1). Hidalgo County
2). Hidalgo County Headstart Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District #1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 02/06/2010 to 03/05/2010 is $ 881,172.89 .

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 16, 2010.

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Dora Vazquez
Employee Benefits Manager

03/10/2010
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

Account	Corporate	Invoice Pr	Invoice Nu	InvcPerFr	InvcPerTo	ClmPerFr	ClmPerTo	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
HIDALGO COUNTY								
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21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
APPRAISAL DISTRICT								

21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433
21185	TX1	618139	158537	2/13/2010	2/19/2010	2/13/2010	2/19/2010	TX433

Settlement	Association	Group Nbr	Section N	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	836991585	0000201004757G7
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	842764128	0000201004357389
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	842764128	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	842764128	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	842764128	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	842764128	0000201004757E36
1	6	21185	6	HIDALGO	Drug	Basic Cove	841749057	100406437330000
1	6	21185	6	HIDALGO	Drug	Basic Cove	842764128	100401969308000
								BASIC PLAN:
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	843154925	0000201004757090
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	838011622	0000201002504000
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	843154925	0000201004357800
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841375926	0000201004650T63
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841375926	0000201004650T63
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841375926	0000201004650T64
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841375926	0000201004650T64
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841375926	0000201004650T64
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	00002010046506A0
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	00002010046506A0
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	00002010046506A0
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	00002010046506A7
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	00002010046506A7
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	0000201004750677
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	0000201004750677
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	000020100485031E
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	0000201004950561
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	0000201004950561
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	000020100495094E
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	841066186	000020100495094E
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	840244139	0000201004350987
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	840244139	0000201004350987
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	840244139	0000201004350987
1	6	21185	16	HIDALGO	Drug	Basic Cove	836879087	100393370770000
1	6	21185	16	HIDALGO	Drug	Basic Cove	840807508	100344638729000
1	6	21185	16	HIDALGO	Drug	Basic Cove	840807508	100344638729000
1	6	21185	16	HIDALGO	Drug	Basic Cove	838011622	100413396350000
1	6	21185	16	HIDALGO	Drug	Basic Cove	838011622	100435904760000
1	6	21185	16	HIDALGO	Drug	Basic Cove	842418797	100425656240000
1	6	21185	16	HIDALGO	Drug	Basic Cove	842418797	100425656251000
1	6	21185	16	HIDALGO	Drug	Basic Cove	842418797	100425656259000
								BASIC PLAN:

1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	840640996	0000201003650912
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	839776658	0000201004050701
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	839776658	0000201004050701
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	839776658	0000201004050701
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	839776658	0000201004050701

BUY-UP PLAN:

Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	1/28/2010	$12.24	$12.24	0.00%	$0.00	
Single	1/22/2010	$37.51	$37.51	0.00%	$0.00	
Single	1/19/2010	$18.80	$18.80	0.00%	$0.00	
Single	1/20/2010	$13.10	$13.10	0.00%	$0.00	
Single	1/21/2010	$13.10	$13.10	0.00%	$0.00	
Single	1/22/2010	$7.27	$7.27	0.00%	$0.00	
Single	2/9/2010	$190.05	$190.05	0.00%	$0.00	
Single	2/9/2010	$582.34	$582.34	0.00%	$0.00	
		$874.41	$874.41	0.00%	$0.00	
Single	1/12/2010	$329.57	$329.57	0.00%	$0.00	
Family Mer	6/8/2009	$582.50	$582.50	0.00%	$0.00	
Single	1/12/2010	$11.40	$11.40	0.00%	$0.00	
Single	2/9/2010	$141.62	$141.62	0.00%	$0.00	
Single	2/9/2010	$23.00	$23.00	0.00%	$0.00	
Single	2/9/2010	$127.29	$127.29	0.00%	$0.00	
Single	2/9/2010	$103.01	$103.01	0.00%	$0.00	
Single	2/9/2010	$14.84	$14.84	0.00%	$0.00	
Single	2/5/2010	$78.00	$78.00	0.00%	$0.00	
Single	2/6/2010	$78.00	$78.00	0.00%	$0.00	
Single	2/7/2010	$54.45	$54.45	0.00%	$0.00	
Single	2/8/2010	$54.45	$54.45	0.00%	$0.00	
Single	2/9/2010	$54.16	$54.16	0.00%	$0.00	
Single	2/2/2010	$147.16	$147.16	0.00%	$0.00	
Single	2/3/2010	$78.00	$78.00	0.00%	$0.00	
Single	2/4/2010	$78.00	$78.00	0.00%	$0.00	
Single	2/1/2010	$234.12	$234.12	0.00%	$0.00	
Single	2/1/2010	$9.96	$9.96	0.00%	$0.00	
Single	2/2/2010	$8.56	$8.56	0.00%	$0.00	
Single	2/1/2010	$8.56	$8.56	0.00%	$0.00	
Single	2/1/2010	$8.56	$8.56	0.00%	$0.00	
Single	2/1/2010	$35.62	$35.62	0.00%	$0.00	
Single	2/3/2010	$8.56	$8.56	0.00%	$0.00	
Single	2/10/2010	$54.45	$54.45	0.00%	$0.00	
Single	2/11/2010	$54.45	$54.45	0.00%	$0.00	
Single	2/5/2010	$74.18	$74.18	0.00%	$0.00	
Single	2/5/2010	$8.15	$8.15	0.00%	$0.00	
Single	2/5/2010	$3.00	$3.00	0.00%	$0.00	
Single	2/8/2010	$36.94	$36.94	0.00%	$0.00	
Single	2/3/2010	($168.99)	($168.99)	0.00%	$0.00	
Single	2/3/2010	$183.15	$183.15	0.00%	$0.00	
Single	2/10/2010	$285.43	$285.43	0.00%	$0.00	
Single	2/12/2010	$78.09	$78.09	0.00%	$0.00	
Single	2/11/2010	$51.16	$51.16	0.00%	$0.00	
Single	2/11/2010	$26.90	$26.90	0.00%	$0.00	
Single	2/11/2010	$13.17	$13.17	0.00%	$0.00	
		$2,969.47	$2,969.47	0.00%	$0.00	

Single	1/14/2010	$47.27	$47.27	0.00%	$0.00
Single	12/19/2009	$4.40	$4.40	0.00%	$0.00
Single	12/19/2009	$4.40	$4.40	0.00%	$0.00
Single	12/19/2009	$4.40	$4.40	0.00%	$0.00
Single	12/19/2009	$22.00	$22.00	0.00%	$0.00
Single	12/19/2009	$22.00	$22.00	0.00%	$0.00
		$104.47	$104.47	0.00%	$0.00

TOTAL: $3,948.35

BlueCross BlueShield of Texas

Fast Path Select from list... Go!

Invoice

Invoice Summary
Invoice Detail
Adjustment
Claims Summary
Claims Detail
Claims Cvg Summary
Claims Download

Invoice Detail **Account: 021185**

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/20/2010 - 02/26/2010 Process Date: 02/26/2010

To view Invoice Detail, select the claim period.

Claim Period: 02/20/2010 - 02/26/2010

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug,Dental	Claim Count
TX433	01	Texas 001	HIDALGO COUNTY	$712,830.02	$118,743.36	$43,415.22	$0.00	$75,328.14	1,307
TX433	01	Texas 002	HEAD START	$124,843.88	$21,407.57	$5,760.64	$0.00	$15,646.93	303
TX433	01	Texas 003	APPRAISAL DISTRICT	$30,965.84	$12,517.74	$4,403.38	$0.00	$8,114.36	79
TX433	01	Texas 004	COMMUNITY SERVICE	$4,772.21	$457.31	$239.02	$0.00	$218.29	17
TX433	01	Texas 005	DRAINAGE DISTRICT	$18,419.64	$1,777.53	$644.23	$0.00	$1,133.30	27
TX433	01	Texas 006	RETIREES	$22,022.81	$11,001.27	$3,149.58	$0.00	$7,851.69	32
TX433	01	Texas 007	COBRA	$13,739.47	$4,101.68	$13.10	$0.00	$4,088.58	8
			STOPLOSS	($11,153.07)	($11,153.07)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$927,593.87	$170,006.46	$57,625.17	$0.00	$112,381.29	1,773
			STOPLOSS Total	($11,153.07)	($11,153.07)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$916,440.80	$158,853.39	$57,625.17	$0.00	$112,381.29	1,773

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AI-20340 **11.B.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	03/16/2010
Submitted By:	Flora Vazquez, WORKERS' COMPENSATION
Department:	WORKERS' COMPENSATION
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of $24,829.41 for the period of 02/16-28/2010 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: Breakdown by Organization

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 02:33 PM	APRV
2	Olga Garza	Olga Garza	03/12/2010 08:55 AM	APRV
3	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Flora Vazquez — Started On: 03/11/2010 10:39 AM

Final Approval Date: 03/12/2010

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

March 2, 2010

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

L HIDAL.WC
Invoice Number: 62360

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 2/16-2/28/10 (Check#502038-502158) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	24,829.41
TOTAL BALANCE DUE	$ 24,829.41
Previous Balance Due	$ 26,748.06
Total Balance Due	$ 51,577.47

Due Upon Receipt

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

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Custom Payment Total

Hidalgo County WC losses paid 2/16-2/28/10

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	39				1,897.89
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	243				22,931.52
					Grand Total:	282				24,829.41

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **February 16-28, 2010**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 24,829.41.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employee **(Check 502038-502158 02/16/2010 to 02/28/2010 .)**

1).	Hidalgo County	$ 22,931.52
2).	Hidalgo County Headstart Program	$ 1,897.89
3).	Community Service Agency	$ 00.00
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 24,829.41
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 16, 2010.

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

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 175,170.59.

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

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

Alma Vasquez — Employee Benefits Manager — Date 3/10/2010

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-20284 **12.A.**

HCSO - Extensions- E-09-152-03-17 (MONTGOMERY TECH SYST, LLC) & C-09-056-03-17 (SECURE CONTROL SYSTEMS LLC)

CC CONSENT

Date:	03/16/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the second (2nd) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/10 - 04/06/11.

2. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System Part II" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MONTGOMERY TECHNOLOGY SYSTEM, LLC-effective 03/17/10 - 03/16/11 .

BACKGROUND

Current Contract Document #s - C-09-056-03-17 (Montgomery Tech Syst, LLC0 & E-09-152-03-17 (Secure Control Systems LLC)

Approval to extend by HCSO

Extension Acknowledgments by- MONTGOMERY TECHNOLOGY SYSTEM, LLC & SECURE CONTROL SYSTEMS, LLC

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 3-11-10 $51,453.41.

Attachments

Link: Current Contract-Secure Control Syst LLC-E-09-152-03-17

Link: Extension Acknowledgment-Secure Control System LLC

Link: Current Contrac-Montgomery Tech Syst LLC

Link: Extension Acknowledgment-Montgomery Tech Syst LLC

Link: Approval of Extension by HCSO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:23 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:25 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 08:45 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Letty Saenz Started On: 03/09/2010 11:27 AM

Final Approval Date: 03/12/2010

PURCHASING DEPARTMENT
County Of Hidalgo

E-09-152-03-17

February 27, 2009

Brian Mikiten, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: ***Extension of Contract No. C-08-092-04-07-"Service & Maintenance to the Adult Detention Electronic System"- Hidalgo County Sheriff's Office***

Dear Mr. Mikiten:

Commissioners' Court will take applicable action (Tuesday, March 10, 2009) in connection with the Hidalgo County's option to extend/renew for the **(first 1st year)** of the additional Three (3) One (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renewal/extension is **April 7, 2009**.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, March 3, 2009, 12:00 p.m., via email attn: lettysaenz@yahoo.com and to via facsimile (956) 256-318-2629.

By: _____ Date: 3/2/09
Brian Mikiten, President

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

AI-14356 **20.F.3.**

HCSO-Extension-Secure Control Systems, LLC-C-08-092-04-07

CC REGULAR

Date: 03/17/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC - Effective: 04/07/09 - 04/06/10

BACKGROUND

Letter of Extensions

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is $23,413.10 as of 3/10/09.

Attachments

Link: Extension-Secure Control Systems, LLC
Link: contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2009 12:44 PM	APRV
2	Budget & Management	Veronica Lopez	03/04/2009 02:02 PM	APRV
3	Rey Salazar	Rey Salazar	03/05/2009 04:34 PM	APRV
4	Dale Kennan	Dale Kennan	03/10/2009 08:44 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Letty Saenz Started On: 03/04/2009 10:59 AM
Final Approval Date: 03/13/2009

REQUIREMENTS AGREEMENT
C-08-092-04-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 7, 2008** by and between **Secure Control Systems, LLC** a **Texas Limited Liability Company,** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **Hidalgo County Sheriff's Office -"Service and Maintenance to the Adult Detention Electronic System"** [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Service and Maintenance to the Adult Detention Electronic System"** in the areas of **Hidalgo County Sheriff's Office** on **"An As Needed Basis"** for **a period of one (1) year with the County's option to extend for an additional three (3) one (1) year terms** under the same rates, terms and conditions. Hidalgo County at its sole discretion reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: Secure Control Systems, LLC
Attention: Brian Mikiten, President
2438 Freedom Drive
San Antonio, Texas 78217

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 Unites States mail.

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

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

APPROVED BY COMMISSIONERS COURT ON, April 07, 2008.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

SECURE CONTROL SYSTEMS, LLC

By: _____

Printed Name: Brian Mikitin

Title: President

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

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS" RFB NO: 08-092-03-19-rol

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MECHANICAL SYSTEM" on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. 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.

2. HIDALGO COUNTY HAS THE AUTHORITY TO UTILIZE STATE AWARDED CONTRACTS FROM ITS MEMBERSHIP WITH THEIR EXSISTING OR NEW COOPERATIVES WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. A LIST OF A MINIMUM OF THREE (3) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR BID. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PREFORMED
   E).CONTRACT TERM

5. VENDOR SUBMITTING BID WILL USE AUTHORIZED SERVICE TECHNICIANS FOR:

   A. MANUFACTURED THROUGH MONTGOMERY TECHNOLOGY INCORPORATED HARDWARE AND SOFTWARE:

      1. SYSTEM INTERFACE CONTROL PANEL BOARDS
      2. TOUCH SCREEN MONITOR SYSTEMS
      3. OPENING AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
      4. CAMERAS AND INTERCOM SYSTEMS PROGRAMABLE LOGIC CONTROLLERS

   B. MANUFACTURED THROUGH SOUTHERN STEEL:

      1. SLIDING DOORS
      2. OPENIN AND/OR CLOSING JAIL DOOR LOCKING SYSTEM

6. VENDORS SUBMITTING BID MUST WARRANTY ALL WORK PERFORMED.

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF CONTRACT TERM (REFER TO EXHIBIT C).

8. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)

10. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

11. 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 UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.

12. AWARD OF BID: HIDALGO COUNTY RESERVES THE RIGHT TO: A. SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(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 SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND C. AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF TH COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

A 1. RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS

RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS

2. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4 to 12 hours (both ways included)

3. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: $65

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

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. POSTAL/MAILING: 2812 S. BUSINESS HIGHWAY 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, MARCH 12, 2008, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, FRIDAY, MARCH 14, 2008 , BY 5:00 P.M..

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS"
RFB NO: 08-092-03-19-rol

BID PAGE

Repairs should be for an 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:

1- MTI ELECTRONIC SYSTEM:

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

B. Technician Hourly Rate _____ After Hours, Weekends & Holidays ____A.M. to ____ P.M.

2- SOUTHERN STEEL ELECTRONIC & MECHANICAL SYSTEM:

A. Technician Hourly Rate $95.- Normal Business Hours 8 A.M. to 5 P.M.

B. Technician Hourly Rate $110.- After Hours, Weekends & Holidays 7 A.M. to 11 P.M.

C. Mark Up (%) Rate for Parts: 15%

D. TOUBLE SHOOTING (PHONE) FEE PER HOUR $ $50.-

3-

A. RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS

B. RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS

C. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4 - 12 hours (both ways)

D. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: $65.00

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: When the technician leaves for the site.

PLEASE STATE ALL WARRANTIES: 1 year

VENDOR / COMPANY NAME: Secure Control Systems, LLC

ADDRESS: 2438 Freedom Drive

CITY/STATE/ZIP CODE: SA, TX 78217

PHONE NUMBER: 210-530-5245

CELLULAR & PAGER NUMBERS: 210-863-5245

FAX NUMBER: 210 530 5247

AUTHORIZED SIGNATURE: _____ PRINTED NAME Brian Mikita TITLE President

DATE: 3/18/08

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2008

PRODUCER
IBTX Risk Services SAT
5726 Hausman Rd. #100
San Antonio TX 78249
(210) 696-6688

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
Secure Control Systems LLC

2438 Freedom Street
San Antonio TX 78217

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Co	33138
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Travelers Indemnity of America	25658
INSURER D: Federal Insurance Company	
INSURER E: Burlington Insurance Co.	

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	
E		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	HGL0019972	11/1/2008	11/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA7291M404	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	LHA046534	11/1/2008	11/1/2009	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001162872	11/1/2008	11/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER Installation Floater	6636988	11/1/2008	11/1/2009	Limit of Insurance $500,000	

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

Re: bid 08-092-03-19-rol Service and Maintenance to the Adult Detention Electronics System
Hidalgo County is added as Additional Insured with a Waiver of Subrogation on General Liability (Primary) & Auto Liability where required by written contract. Waiver of Subrogation in favor of Hidalgo County on Workers' Compensation where required by written contract.

RECEIVED NOV 04 2008 By C. S. 2:20PM

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Rolando Roli Flores
2812 South Business Hwy.281

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

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

March 04, 2010

Brian Mikiten, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: ***Extension-Contract#-E-09-152-03-17 - "Service & Maintenance to the Adult Detention Electronic System"- Hidalgo County Sheriff's Office***

Dear Mr. Mikiten:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **(second 2nd year)** of the additional Three (3) One (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 8, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 3/5/10

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 Qualifications).

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,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-056-03-17

THIS CONTRACT is made and entered into this **17th** day of **March, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Montgomery Technology Systems, LLC** the ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Service/Maintenance** to the **Adult Detention Electronic System Part II"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit A-1, Request for Bids (RFB) Procurement Packet, 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 Commissioner's Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis),** commencing upon approval of Commissioner's Court and expiring on **March 16, 2010** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. County also 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 of award for the next term and contingent upon cost remaining unchanged.

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: Montgomery Technology Systems, LLC
Attn: Patrick Skipper, Vice President
800 East Commerce Street
Greenville, Alabama 36037

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 17th day of March, 2009.

APPROVED AS TO FORM
Antonio Mendoza, Assistant District Attorney

By: Antonio Mendoza

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: Montgomery Technology Systems, LLC
Printed Name: Patrick Skipper
Title: Vice President

EXHIBIT "A-1"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID CHECKLIST

HIDALGO COUNTY
"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

1. **Request for Bid Letter, consists of __1__page.**
2. **Request for Bid, Legal Notice, consisting of ___8___pages.**
3. **Exhibit "A" Specifications consisting of___4__pages.**
4. **Exhibit "B" Bid Page consisting of __2___ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4___pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1___ page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6___ pages.**
8. **Draft Service Contract consisting of ___5___ pages.**
9. **Certification Regarding Debarment, consists of ___1___ page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

FEB 09 2009
Date

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

FEBRUARY 9, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids **SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"**
Bid No: 2009-056-02-25-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID OPENING DATE: FEBRUARY 25, 2009

Contact Person:

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

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"** 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: 2009-056-02-25-MEG HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,FEBRUARY 25, 2009. 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:2009-056-02-25-MEG HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. 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 SHERIFF'S OFFICE-"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** 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 Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**FEBRUARY 25, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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 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
"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 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: _____

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE & MAINTENANCE to the
ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

SPECIFICATIONS

Project Overview:

The County of Hidalgo Sheriff's Office is seeking to contract with a qualified bidder to conduct **"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** on an "As Needed Basis" including, but not limited to, the following:

Requirements/Specifications, Terms & Conditions

1. 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.

2. Vendors submitting bid must warranty all work performed.

3. Vendor shall have been in business (in this field) for a minimum of three (3) years

4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

5. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).

6. All billing invoices will be itemized (parts, labor, etc....)

7. Vendor submitting bid must use authorized service technicians for:

   A). Manufactured through Montgomery Technology Incorporated Hardware and software:

      1. System interface control panel boards
      2. Touch screen monitor systems
      3. Opening and/or closing jail door locking system
      4. Cameras and intercom systems programmable logic controllers

B). Vendor must be able to respond within reasonable time for onsite repairs.
C). Vendor must also be available for troubleshooting via telephone.

1. Respond time upon call on regular basis: _____ hours.
2. Respond time upon call on emergency basis: _____ hours.
3. Travel time from area: (How many times we will be charged travel Expenses upon call) _____.
4. What will be the travel cost by fee on hourly rate: _____?

8. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

9. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

10. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.

11. 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 next contract term.

12. Hidalgo County reserves the right to:
   A. Separate and accept, or eliminate any items(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;
   C. Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
   D. 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.

13. **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 quotes, bids, proposals, or statements of qualifications be addressed to, Martha l. Salazar, CPPB, purchasing agent, postal/mailing: 2812 s. Business Highway 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 FEBRUARY 18, 2009, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY FEBRUARY 20, 2009, by 5:00 P.M.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEMS PART 2"
RFB NO: 2009-056-02-25-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Repairs should be for an 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:

1. **ELECTRONIC SYSTEM**: Please specify what time fee starts for technician:

   A. Technician hourly rate _____ Normal business hours _____ A.M. to _____ P.M. **(please fill in time)**

   B. Technician hourly rate _____ after Hours, Weekends & Holidays _____A.M. to _____ P.M.

   C. Mark Up (%) rate for parts:_____

2. **WARRANTIES:** Please state all warranties:

   A. Warranties for Parts: _____

   B. Warranties for Services: _____

3. **TROUBLE SHOOTING:** Vendor must also be available for troubleshooting via telephone.

   A. Trouble Shooting (Phone) fee per hour $_____

4. **RESPONSE TIME:** Vendor must be able to respond within reasonable time for onsite repairs.

   A. Respond Time upon Call on Regular Basis: _____ Hours (8:00 a.m. – 5:00 p.m.)

   B. Respond Time upon Call on Emergency Basis: _____ Hours

   C. Travel Time from area: _____
   (How many times we will be charged travel expenses upon call)

   D. Travel fee on hourly rate: _____

5. **ADDITIONAL FEES:**

   _____

   _____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

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

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

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

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

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

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

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

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DEBARMENT

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

SPECIFICATIONS

Project Overview:

The County of Hidalgo Sheriff's Office is seeking to contract with a qualified bidder to conduct **"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** on an "As Needed Basis" including, but not limited to, the following:

Requirements/Specifications, Terms & Conditions

1. 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.

2. Vendors submitting bid must warranty all work performed.

3. Vendor shall have been in business (in this field) for a minimum of three (3) years

4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

5. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).

6. All billing invoices will be itemized (parts, labor, etc....)

7. Vendor submitting bid must use authorized service technicians for:

   A). Manufactured through Montgomery Technology Incorporated Hardware and software:

      1. System interface control panel boards
      2. Touch screen monitor systems
      3. Opening and/or closing jail door locking system
      4. Cameras and intercom systems programmable logic controllers

B). Vendor must be able to respond within reasonable time for onsite repairs.
C). Vendor must also be available for troubleshooting via telephone.

1. Respond time upon call on regular basis: _____ hours.
2. Respond time upon call on emergency basis: _____ hours.
3. Travel time from area: (How many times we will be charged travel Expenses upon call) _____.
4. What will be the travel cost by fee on hourly rate: _____?

8. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

9. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

10. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.

11. 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 next contract term.

12. Hidalgo County reserves the right to:
   A. Separate and accept, or eliminate any items(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;
   C. Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
   D. 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.

13. **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 quotes, bids, proposals, or statements of qualifications be addressed to, Martha l. Salazar, CPPB, purchasing agent, postal/mailing: 2812 s. Business Highway 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 FEBRUARY 18, 2009, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY FEBRUARY 20, 2009, by 5:00 P.M.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEMS PART 2" RFB NO: 2009-056-02-25-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Repairs should be for an 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:

1. **ELECTRONIC SYSTEM**: Please specify what time fee starts for technician:
   - A. Technician hourly rate $95/hr Normal business hours 7:30 A.M. to 4:30 P.M. **(please fill in time)**
   - B. Technician hourly rate $150/hr after Hours, Weekends & Holidays ____A.M. to ____ P.M.
   - C. Mark Up (%) rate for parts: 50%
2. **WARRANTIES:** Please state all warranties:
   - A. Warranties for Parts: One year from date shipped
   - B. Warranties for Services: N/A
3. **TROUBLE SHOOTING:** Vendor must also be available for troubleshooting via telephone.
   - A. Trouble Shooting (Phone) fee per hour $ 0.00
4. **RESPONSE TIME:** Vendor must be able to respond within reasonable time for onsite repairs.
   - A. Respond Time upon Call on Regular Basis: 48 hours Hours (8:00 a.m. – 5:00 p.m.)
   - B. Respond Time upon Call on Emergency Basis: 24 hours Hours
   - C. Travel Time from area: 24 hours
     (How many times we will be charged travel expenses upon call)
   - D. Travel fee on hourly rate: $200/day
5. **ADDITIONAL FEES:**

VENDOR / COMPANY NAME: Montgomery Technology Systems

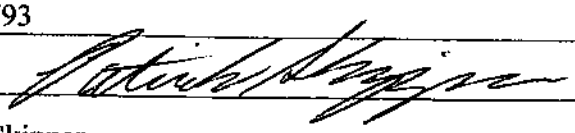
ADDRESS: 800 East Commerce Street

CITY/STATE/ZIP CODE: Greenville, AL 36037

PHONE NUMBER: 334.382.7441

CELLULAR & PAGER NUMBERS:

FAX NUMBER: 334.382.9793

AUTHORIZED SIGNATURE: 

PRINTED NAME: Patrick Skipper

EMAIL ADDRESS: patrick@montgomerytechnology.com

TITLE: Vice President

DATE: February 16, 2009

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD. CERTIFICAT OF LIABILITY INSURANC

OP ID EN
MONTT-2

DATE (MM/DD/YYYY)
01/23/09

PRODUCER
Thompson Insurance, Inc.
3300 Gatsby Lane (36106)
P.O. Box 11408
Montgomery AL 36111-0408
Phone: 334-277-8970 Fax: 334-271-0491

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

Montgomery Technology Systems, LLC
800 E Commerce St
Greenville AL 36037

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Burlington Insurance Company	
INSURER B:	Sentry Insurance	
INSURER C	RSUI Indemnity Company	
INSURER D:	Cincinnati Insurance Company	10677
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	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	HGL0019236	07/03/08	07/03/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D D		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CAA5890283 CAA5890283	01/01/09 01/01/09	01/01/10 01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	NHA045164	07/03/08	07/03/09	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	90-54163-01	01/01/09	01/01/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

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

CERTIFICATE HOLDER

HIC01ED

Hidalgo County Sheriff Office
711 E. El Cibolo Road

Edinburg TX 78540

CANCELLATION

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

Robert W Gubbins

© ACORD CORPORATION 1988

AI-14300 **20.F.1.**

To award - Service & Maintenanace to the Adult Detention Electronics System Part 2

CC REGULAR

Date: 03/17/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder (Montgomery Technology Systems, LLC) meeting specificaitions and/or requirements as attached hereto for "Hidalgo County Sheriff's Office (& Jail) - Service & Maintenance to the Adult Detention Electronic System Part 2" (Bid No. 2009-056-MEG)

BACKGROUND

Contract from March 17 2009 thru March 16, 2010, may be extended
On an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 3-13-09 $23,413.10

Attachments

Link: Recommendation Letter/Tabulation Sheet/Participants
Link: Approved Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2009 12:22 PM	APRV
2	Budget & Management	Veronica Lopez	03/11/2009 12:27 PM	APRV
3	Rey Salazar	Rey Salazar	03/12/2009 10:34 AM	APRV
4	Manuel Chapa	Manuel Chapa	03/13/2009 09:59 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Elena Gomez Started On: 02/27/2009 08:44 AM
Final Approval Date: 03/13/2009

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

March 04, 2010

Patrick Skipper, Vice President
MONTGOMERY TECHNOLOGY SYSTEMS, LLC
800 East Commerce Street
Greenville, Alabama 36037
Ph. (334) 382-7441

via email darab@montgomerytechnology.com
via facsimile (334) 382-9793

Re: ***Extension - Contract No. C-09-056-03-17 -"Service/Maintenance to Adult Detention Electronic System Part II"-Hidalgo County Sheriff's Office***

Dear Mr. Skipper:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for an additional one (1) year period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 8, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 3/10/10

Nathan Skipper, VP of Quality

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 Qualifications).

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,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Honorable Guadalupe Trevino, Sheriff
c/o **Anacleto Martinez, Chief Deputy** — via email amartinez@hidalgoso.org
Juan Tapia, Procurement Specialist — via email juantapia@hidalgoso.org
Hidalgo County Sheriff's Department

From: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

Date: March 3, 2010

Re: ***NOTICE OF INTENT TO EXTEND/RENEW VARIOUS CONTRACTS***

Chief Martinez, please be advised that I will be placing the following contracts to Extend/Renew on the next Commissioner's Court agenda of Tuesday, March 16, 2010.

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
C-09-056-03-17	MONTGOMERY TECHNOLOGY SYSTEMS, LLC	Service & Maintenance to the Adult Detention Electronic System (2)	Exercise the additional one (1) year term extension 03/17/10-03/16/11
E-09-139-03-09	LCS CORRECTION SERVICES	Housing of Inmates	Exercising the Eighth (8th) Year of the addt'l Ten (10) One (1) Period Option 03/31/10-03/30/11
E-09-152-03-17	SECURE CONTROL SYSTEMS, LLC	Service & Maintenance Agreement for Detention Electronic System	Exercising the Second (2nd) Year of the addt'l Three (3) One (1) Year Period Option 04/07/10-04/06/11

We hereby request that your department respond if you wish to continue to Extend/Renew these services. Please be advised that provided under the current Contracts, Hidalgo County Commissioners' Court has the option to exercise the additional terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified above by signing below and return to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to leticia.saenz@co.hidalgo.tx.us by no later than 12:00 p.m., Friday, March 5, 2010 in order to proceed with placement for approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the renewal/extension for the contracts specified above.
NO_____ I do not wish to obtain the renewal/extension for the contracts specified above.

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 3-04-2010

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

AI-20248 **12.B.**

Authority to Advertise - Flexible Base Material (Crushed Caliche)
CC CONSENT

Date:	03/16/2010
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County - "Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-04-07-ERT.

BACKGROUND

60 day extension expires on May 2, 2010
Proposed Schedule of Events:
1st Advertisement: March 20, 2010
2nd Advertisement: March 27, 2010
Bid Opening Date: April 7, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/2/2010 is $43, 341.66 - given by Precinct No. 2

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/3/2010 is $19,265.54 - given by Precinct No. 3

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/4/2010 is $24,138.76 - given by Precinct No. 3

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available balance as of 3/3/2010 is $64,367.25 - given by Precinct No. 4

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/3/2010 is $111,892.47 - given by Precinct No. 4

FISCAL YEAR: 2010 ACCT. #: 0-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3/5/2010 is $145,435.61 - given by Precinct No. 1

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3-5-10 is $118,899.17 - given by Precinct No. 1

Attachments

Link: Memo's, Legal Notice, Specifications, Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2010 08:40 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 08:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/10/2010 08:50 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Eric Trevino Started On: 03/04/2010 04:21 PM

Final Approval Date: 03/12/2010

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS, PRECINCT NO. 1**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 1, 2010

RE: **Approval of Specifications For: – Hidalgo County -"Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-00-00-ERT**

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

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

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

APPROVE	☑	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: YES / _____ NO/_____

Other (Specify) 0-1336-431-00-121-041-0-731

Budget Account No.: 0-1201-431-00-121-005-0-673

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	NOE Hinojosa	PCT 1	3/4/10

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than Friday, March 5, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

MAR 0 3 2010
By C.4.04

TO: **ALL DEPARTMENT HEADS, PRECINCT NO. 2**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 1, 2010

RE: **Approval of Specifications For: – Hidalgo County -"Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-00-00-ERT**

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

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

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

APPROVE	X	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: X YES / _____ NO/_____

Other (Specify)_____

Budget Account No.: 0-1202-431-00-122-006-0-673 (account depends on projects).

Ricardo Cuellar	Ricardo Cuellar	R&B	3/1/10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us **by no later than Friday, March 5, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.**

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 3

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 1, 2010

RE: **Approval of Specifications For: – Hidalgo County -"Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-00-00-ERT**

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

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

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

APPROVE ✓	DISAPPROVE
APPROVE WITH MODIFICATIONS ✓ Pct #3 Location – Mercedes TML + Fourth	

Funds Availability: ✓ YES / _____ NO/_____

Other (Specify)_____

Budget Account No.: 0-1285-451-40-123-003-0-751 and any other fund
6-13

Jose M. Flores | Jose M. Flores | Precinct #3 | 3/2/10

SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than Friday, March 5, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

RECEIVED
MAR 04 2010
By 10:5m

TO: **ALL DEPARTMENT HEADS, PRECINCT NO. 4**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 1, 2010

RE: **Approval of Specifications For: – Hidalgo County -"Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-00-00-ERT**

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

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

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

APPROVE	☑	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: ✓ YES / _____ NO/ _____

Other (Specify) _____

Budget Account No.: O-1204-431-00-124-007-0-673/731

Ruben M. Carranza | Ruben M. Carranza | Pct 4 | 3/3/10
SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us **by no later than Friday, March 5, 2010 @ Noon or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.**
Enclosures

Bid No: 2010-088	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"

BID OPENING DATE:

April 07, 2010

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"** 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-2010-088-04-07-ERT HIDALGO COUNTY - "FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 7, 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-2010-088-04-07-ERT RFB-HIDALGO COUNTY – "FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)".** 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 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

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 - "FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

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

17. Schedule of Events

Bid Opening, 9:30 AM	**APRIL 7, 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 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
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2010-088-04-07-ERT

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2010-088-04-07-ERT

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

4. Bid price shall be on a per ton basis.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

6. When requested, samples shall be furnished free of expense to Hidalgo County.

7. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. 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.

8. In the event the material furnished does not meet all the above requirement (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.

9. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

10. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location(s) provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

11. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

12. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the

County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **Noe Montez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, March 31, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 2, 2010 at 5:00 P.M.

REQUIREMENTS AGREEMENT
C-

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 **"Flexible Base Material (Crushed Caliche"**, (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 **one (1) 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 projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on _____, **2010** and expire on _____, **2011** 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: _____
_____
_____

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 Unites 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

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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 extend 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.

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, LLP

_____
Stephen L. Crain

EXHIBIT "A"

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REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

AI-20303 **12.C.**

BCAP - Precinct No. 1 - Round III Invoice# 201019 TEDSI Infrastructure Group CC CONSENT

Date:	03/16/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to pay Invoice No. 201019 in the amount of $662.95 (3rd Call, various subdivisions) as submitted by project engineer TEDSI Infrastructure Group with authority for County Treasurer to issue check after review procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

P.O.# 615985 for Tedsi Infrastructure Group-Funds available as of 3-10-09 for various Pct. 1 Round III BCAP projects.

Attachments

Link: Invoice# 201019 TEDSI Infrastructure Group

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/10/2010 03:46 PM	APRV
2	Purchasing Department	Marty Salazar	03/11/2010 10:28 AM	APRV
3	Budget & Management	Erika Zamora	03/11/2010 02:27 PM	APRV
4	Ivan Cantu	Ivan Cantu	03/11/2010 02:57 PM	APRV
5	Auditor's Office	Angela Garcia	03/12/2010 04:46 PM	APRV

Form Started By: Marcie Jackson Started On: 03/10/2010 09:58 AM

Final Approval Date: 03/12/2010

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

AI-20303 3/16/10

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: February 11, 2010
TEDSI Invoice No.: 201019
TEDSI Project No.: 2009-1027-01
Invoice Period: January 1, 2010 thru January 31, 2010

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

REQ# 147098 P.O.#615985
0-1312-431-00-121-XXX-X-334

Contract Amount	Contract Amount Remaining
$189,413.50	$19,935.77

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	0%	97.5%	$0.00	$83,105.17
Const. Mngt. (CM)	$18,941.35	3.5%	6.0%	$662.95	$1,136.48
Subtotal	$189,413.50			$662.95	$169,477.73

TOTAL FEE EARNED:	$169,477.73
LESS PREVIOUSLY INVOICED:	$168,814.78
TOTAL AMOUNT DUE THIS INVOICE:	$662.95

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: Frankie Jackson ON 2/17/10
GOODS/SERVICES RECEIVED BY: Frankie Jackson ON 2/17/10

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values - January 31, 2010 thru January 31, 2010
TEDSI Invoice No. 201019

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$9,178.23	$0.00	$9,178.23	$ 9,178.23	$0.00	88.00%	$ 1,251.78
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$38,659.14	$0.00	$38,659.14	$ 38,659.14	$0.00	90.00%	$ 4,301.09
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31	$171.67	$6,351.98	$ 6,248.98	$103.00	92.50%	$ 514.66
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17	$151.87	$5,618.04	$ 5,526.92	$91.12	92.50%	$ 456.60
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$8,777.20	$0.00	$8,777.20	$ 8,777.20	$0.00	87.80%	$ 1,214.32
3C1080215	De Anda	Pedro St	$ 5,147.76	$4,519.80	$0.00	$4,519.80	$ 4,519.80	$0.00	87.80%	$ 627.96
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66	$242.55	$8,975.21	$ 8,878.19	$97.02	92.50%	$ 726.79
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$14,782.57	$0.00	$14,782.57	$ 14,782.57	$0.00	87.90%	$ 2,028.12
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,843.76	$0.00	$8,843.76	$ 8,843.76	$0.00	89.90%	$ 993.32
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$16,528.50	$0.00	$16,528.50	$ 16,528.50	$0.00	87.90%	$ 2,273.26
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43	$311.49	$4,546.92	$ 4,343.94	$202.98	96.70%	$ 157.24
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52	$258.90	$3,759.42	$ 3,590.59	$168.83	96.60%	$ 131.62
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$3,041.15	$0.00	$3,041.15	$ 3,041.15	$0.00	90.00%	$ 337.95
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$6,308.08	$0.00	$6,308.08	$ 6,308.08	$0.00	87.90%	$ 871.23
3C1080220	Delta West	Esperanza St	$ 28,466.19	$25,051.06	$0.00	$25,051.06	$ 25,051.06	$0.00	88.00%	$ 3,415.13
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$4,536.67	$0.00	$4,536.67	$ 4,536.67	$0.00	87.70%	$ 634.70
			$ 189,413.50	$ 168,341.25	$ 1,136.48	$169,477.73	$ 168,814.78	$662.95		$ 19,935.77

Project Completion

Anticipated Completion Date: December 31, 2010
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez

Signature: _____
Date: February 11, 2010

Colonia Access Program Director: _____
Date: _____

AI-20297 **12.D.**

Extension of Bid Openings. Doors and Frames for Old Admin. Bldg 3rd Floor Renovations

CC CONSENT

Date:	03/16/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Pursuant to Texas Local Government Code, 262.026 (a): Ratification to the extension of bid opening date (issued thru Addendum by Purchasing Agent) from Wednesday, March 10, 2010 to Wednesay, March 24 for: RFB NO.: 2010-020A-03-10-MSS-Hidalgo County "Doors and Frames for Old Administration Building" due to modification to specifications as a result of pre-bid conference held with potentional participants and thus allow time for vendors to pose questions/inquiries and for County to respond timely.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Tx Loc Gov Code -Ext of Bid Openings

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/10/2010 11:12 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 01:14 PM	APRV
3	Erika Zamora	Erika Zamora	03/12/2010 04:29 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Moises Salazar — Started On: 03/10/2010 08:42 AM

Final Approval Date: 03/12/2010

§ 262.0256. Pre-bid Conference

Text of section as amended by Acts 2003, 78th Leg., ch. 725, § 1. Seem also, text of § 262.0256 as amended by Acts 2003, 78th Leg., ch. 660, § 1.

The commissioners court of a county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

Added by Acts 2001, 77th Leg., ch. 255, § 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 725, § 1, eff. Sept. 1, 2003.

§ 262.026. Opening of Bids

(a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 505, § 3, eff. Sept. 1, 1999.

§ 262.027. Awarding of Contract

(a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the commissioners court and present evidence concerning the lower bidder's responsibility.

(d) In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may consider the information submitted under Section 262.0255.

(e) In determining the lowest and best bid for a contract for the purchase of road construction material, the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(f) Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 416, § 2, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 127, § 1, eff. May 11, 1993; Acts 2001, 77th Leg., ch. 255, § 2, eff. May 22, 2001.

§ 262.0271. Consideration of Health Insurance Provided by Bidder

(a) In this section, "comparable health insurance coverage" means health insurance benefits provided by a bidder or a subcontractor a bidder intends to use that are comparable to the health insurance benefits provided for employees of the county.

(b) In purchasing items under this chapter through a competitive bidding process, if a county receives one or more bids from a bidder who provides comparable health insurance coverage to its employees and requires a subcontractor the bidder intends to use to provide comparable health insurance coverage to the subcontractor's employees and whose bid is within five percent of the lowest bid price received by the county from a bidder who does not provide or require comparable health insurance coverage, the commissioners court of the county may give preference to the bidder who provides and requires comparable health insurance coverage.

AI-20266 **12.E.**

Pct 4 - Invoice #7259 - QHA - C-08-477-12-09

CC CONSENT

Date:	03/16/2010
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 #6 - Inv #7259 in the amount of $16,750.00 submitted by Quintanilla, Headley & 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-08-477-12-09 (Amendment to WA #2 - PO #618942) "San Carlos Drainage Improvement Project - Pct#4" - (Dickerson Pond).

BACKGROUND

Invoice #7259-QHA-C-08-477-12-09

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1339-431-00-124-048-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 618942 available balance as of 3-10-10 $215,550.

PO Total	$839,825.00
PO Payment Total	$-316,275.00
AI#19762 CC 2-8-10 Pmt	$-308,000.00
PO Available Total	$215,550.00

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2010 08:44 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 08:35 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/11/2010 03:27 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Letty Saenz

Started On: 03/05/2010 02:46 PM

Final Approval Date: 03/12/2010

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
3/11/2010	7259

BILL TO

Hidalgo County Precinct No. 4
Toni Mata
1051 N. Doolittle Road
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS DICKERSON POND	16,750.00
AMENDMENT TO WORK AUTHORIZATION No. 2 CONTRACT No. C-08-477-12-09 PAYMENT REQUEST No. 6	
ADDITIONAL WORK GEOTECHNICAL SERVICES (100% COMPLETE)	0.00

Thank you for your business!

Total $16,750.00

County of Hidalgo Pct. 4

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

MEMO

DATE: March 5, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7259 : CONTRACT #08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#7259** IN THE AMOUNT OF **$16,750.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#618942,** ACCOUNT:

9-1339-431-00-124-048-0-733

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

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., 7259 & P.O. 618942

AI-20332 **12.F.**

Renewal of Lease - Pct 4 - Extension - Contract No. C-05-131-04-26-VICKY I. FLORES-Citizen's Recovery (Collection) Station in the San Manuel Area

CC CONSENT

Date:	03/16/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Citizen's Recovery (Collection) Station in the San Manuel Area" for Hidalgo County Precinct No. 4, under the same rates, terms and conditions with VICKY I. FLORES-effective 04/27/10 - 04/26/11 .

BACKGROUND

Current Contract Document C-05-131-04-26-Vicky I. Flores
Approval to extend by Pct #4
Extension Acknowldgment by VICKY I. FLORES

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-432-00-124-001-0-441
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#633307 available balance as of 3-12-10 $9,000.00
$750 monthly lease X 12 months = $9,000.00

Attachments

Link: Current Contract Document-C-05-131-04-26

Link: Approval & Recommendation by Pct 4

Link: Acknowledgment of Extension by VICKY I FLORES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 01:10 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:33 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 07:47 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Letty Saenz — Started On: 03/10/2010 05:22 PM

Final Approval Date: 03/12/2010

POLICY NUMBER
595035

FARM BUREAU TEXAS
Helping You Is What We Do Best.
www.txfb-ins.com

SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

INSURED VICTORIA I FLORES
36080 N HWY 281
EDINBURG TX 785415112

POLICY PERIOD
FROM 02/28/07 TO 02/28/08
12:01 A.M. Standard Time

DECLARATIONS(CONTINUED) SCHEDULE-COMMERCIAL GENERAL LIABILITY HAZARDS

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY	CLASS CODE	PREMIUM BASIS		RATES	ADVANCE PREMIUM PREMISES/ OPERATIONS	ADVANCE PREMIUM PRODUCTS COMPLETED OPERATIONS
		(A) AREA (C) COST (M) ADMISSIONS (P) PAYROLL (S) SALES (U) UNIT (T) MISC			* INDICATES MINIMUM PREMIUM	
FARM RESIDENCES, INCLUDING ACREAGE (OVER 500 ACRES) 2M E LINN, TX ON S/S OF CHAPA RD- 600 ACRES	01207	U	1	101.858		
ADDITIONAL FARM PREMISES MAINTAINED BY INSURED, SPOUSE, OR RESIDENTS OF THE INSURED'S HOUSEHOLD 7M W ENCINO, TX ON N/S OF TECOBAYA RD- 500 ACRES SE CORNER OF US 281 & FM 186 @ 36080 N HWY 281, EDINBURG, TX- 31 ACRES/7UM N EL SAUZ, TX & .75M W OFF FM 649-973 AC75M W LA GLORIA, TX ON FM 1017-300 AC	01418	U	4	20.062		
RECREATIONAL LAND USE	01207	S	IF ANY	1.350	INCL	
				TOTAL		
				TOTAL PREMIUM		

THE FOREGOING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN.

s 05-01-2002 (FDGLCE-FDGLCE) 8 05-01-2002

POLICY NUMBER
595035

FARM BUREAU TEXAS
Helping You Is What We Do Best.
www.txfb-ins.com

SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

COMMERCIAL GENERAL LIABILITY DECLARATION

INSURED VICTORIA I FLORES
36080 N HWY 281
EDINBURG TX 785415112

POLICY PERIOD
FROM 02/28/07 TO 02/28/08
12:01 A.M. Standard Time
AT YOUR MAILING ADDRESS SHOWN.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THI POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS: INDIVIDUAL
LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
SEE ATTACHED COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	$	500,000
* PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$	0
PERSONAL AND ADVERTISING INJURY LIMIT	$	EXCLUDED
EACH OCCURRENCE LIMIT	$	500,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	$	50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	$	5,000

ENDORSEMENTS ATTACHED TO THIS POLICY:
CG00011188 IL00211185 CG21041185 CG21381185 CG21391188 CG21431185
CG09930594 CG24071185 IL01680992 FL04110787 CG99010105

PREMIUM

PREMISES-OPERATIONS	$	
PRODUCTS-COMPLETED OPERATIONS	$	NOT APPLICABLE
OTHER COVERAGE PARTS	$	NOT APPLICABLE
TOTAL POLICY PREMIUM	$	

* WHEN PRODUCTS/COMPLETED OPERATIONS IS INCLUDED WITHIN THE CLASSIFICATION, THE IS NO SEPARATE PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT. THIS COVERAGE PROVIDED WITHIN THE GENERAL AGGREGATE LIMIT.

N

s 05-01-2002 (FTTGLCT - $DCLCT) (05-01-2002

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-05-131-04-26

THIS LEASE is made and entered into by and between **Vicky I. Flores** , a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on **April 26, 2005** ("Commencement Date") and ending on **April 26, 2010** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$750.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at Rt. 5 Box EX-9, Edinburg, Tx. 78541 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or

all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and

improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or

Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If

the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably

tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Ms. Vicky I. Flores
Rt. 5 Box EX-9
Edinburg, Texas 78541

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision

had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which

by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of _____,

2005

LESSOR:

By: _____

ATTEST:

_____
Juan D. Salinas III, County Clerk

LESSEE:

_____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 4-26-05

Approved on Commissioners' Court April 26, 2005

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

By: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Exhibit "A"

All of Lot 2, ZAMORA ESTATES SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 31, Pages 27 and 28, Map Records in the Office of the County Clerk of Hidalgo County, Texas

PROPERTY INSURANCE

FARM BUREAU TEXAS

www.bfb-ins.com

GENERAL CHANGE ENDORSEMENT

SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

POLICY NUMBER
595035

POLICY CHANGES

COVERAGE PARTS AFFECTED
COMMERCIAL GENERAL LIABILITY

INSURED VICTORIA I FLORES
RR 5 BOX Ex9
EDINBURG TX 78541

POLICY CHANGES EFFECTIVE
06/17/05 TO 02/28/06
12:01 A.M. Standard Time

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES

THE INSURED'S NAME AND ADDRESS HAVE BEEN CHANGED AS SHOWN ABOVE.

IL 12 01 11 85

383-0134

POLICY NUMBER
595035

FARM BUREAU TEXAS
Helping You Is What We Do Best.
www.txfb-ins.com

SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

COMMERCIAL GENERAL LIABILITY DECLARATION

INSURED LUIS FLORES JR
RR 5 BOX EX9
EDINBURG TX 78541

POLICY PERIOD
FROM 02/28/05 TO 02/28/06
12:01 A.M. Standard Time
AT YOUR MAILING ADDRESS SHOWN.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS: INDIVIDUAL
LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
SEE ATTACHED COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS).....	$	500,000
* PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT...	$	0
PERSONAL AND ADVERTISING INJURY LIMIT.....	$	EXCLUDED
EACH OCCURRENCE LIMIT.....	$	500,000
FIRE DAMAGE LIMIT (ANY ONE FIRE).....	$	50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON).....	$	5,000

ENDORSEMENTS ATTACHED TO THIS POLICY:
CG00011188 IL00211185 CG21041185 CG21381185 CG21391188 CG21431185
CG09930594 CG24071185 IL01680992 CG21001185 CG21441185 FL04110787
CG99010105

PREMIUM		
PREMISES-OPERATIONS.....	$	122
PRODUCTS-COMPLETED OPERATIONS.....	$	NOT APPLICABLE
OTHER COVERAGE PARTS.....	$	NOT APPLICABLE
TOTAL POLICY PREMIUM.....	$	122

* WHEN PRODUCTS/COMPLETED OPERATIONS IS INCLUDED WITHIN THE CLASSIFICATION, THERE IS NO SEPARATE PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT. THIS COVERAGE IS PROVIDED WITHIN THE GENERAL AGGREGATE LIMIT.

FEB 0 2 2005

N

MS 1E 108-10583 VW32 595035 PAGE NO 1 AGENT'S COPY 01-28-2005

FARM BUREAU TEXAS
Helping You Is Whatever It Takes
www.tfb-ins.com

GENERAL CHANGE ENDORSEMENT

POLICY NUMBER
595035

SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

POLICY CHANGES

COVERAGE PARTS AFFECTED
COMMERCIAL GENERAL LIABILITY

INSURED LUIS FLORES JR
RR 5 BOX EX9
EDINBURG TX 78541

POLICY CHANGES EFFECTIVE
04/15/05 TO 02/28/06
12:01 A.M. Standard Time

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES

THE FOLLOWING LOCATION IS HEREBY ADDED TO COVERAGE:
CODE 01418: SE CORNER OF US 281 & FM 186 @36080 N HWY 281, EDINBURG, TX-31 ACRES.

IL 12 01 11 85

CA 1E 108-10583 VW32 595035 FILE COPY 05-09-2005

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

Bid No. _____

Date: April 19, 2005 Meeting Date Request: April 26, 2005
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Hidalgo County Purchasing Dept. for
Department: Hidalgo County Pct. 4 Phone: **(956) 318-2626** Fax: **(956) 318-2629**

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L Salazar

Caption:

I. Presentation for discussion, consideration, acceptance of sole bid received with approval of lease agreement for RFB- Citizens Recovery (Collection) Station in the Linn/San Manuel area for Hidalgo County Pct. 4.

Background:
See letter of recommendation.

Budgetary Impact:
Monthly lease in the amount of $750.00.
Term of contract/lease would be for an initial term of five (5) years.

(Briefly summarize your request, if needed, use separate sheet(s) or attach supporting documentation)

Please initial for approval: Funds available: Acct. # _____ **as per** _____

Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____

Dept./Fund No._____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes: _____ No: _____
Purchasing Dept. Staff submitting ARF: Cris Villarreal **Ext.#** 2680

Comments:

Action taken by Commissioner's Court:

Approved ✓ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

County of Hidalgo Pct. #4

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

MEMO

DATE: FEBRUARY 10, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: "RENWWAL OF LEASE"
C-05-131-04-26

ON APRIL 26, 2010 CONTRACT C-05-131-04-26 WILL END. AT THIS TIME HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING TO RENEW AND EXTEND THE TERM OF THIS LEASE FOR AN ADDITIONAL ONE (1) YEAR PERIOD AS OUTLINED IN ARTICLE 1.2 OF THE CONTRACT FOR VICKY I. FLORES.

PLEASE PLACE ITEM ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING WILL BE FROM ACCOUNT #. 0-1100-432-00-124-001-0-421

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, February 10, 2010 1:55 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Item for Agenda (contract renewal letter)
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Good Afternoon

Please place on the next available CC.

Thanks Munoz

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-05-131-04-26

THIS LEASE is made and entered into by and between **Vicky I. Flores** , a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO,** referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on **April 26, 2005** ("Commencement Date") and ending on **April 26, 2010** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

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

March 04, 2010

Vicky I. Flores
360080 North Expressway 281
Edinburg, Texas 78542
(956) 383-8751

via facsimile (956)383-0334

Re: ***Extension - Contract No. C-05-131-04-26 -"Citizen's Recovery (Collection) Station in the San Manuel Area" - Hidalgo County Precinct No. 4***

Dear Ms. Flores:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional one (1) year period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 8, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: Vicky I. Flores Date: 3-5-2010

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals and Statement of Qualifications).

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,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

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www.txfb-ins.com

TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

POLICY NUMBER
595035

COMMERCIAL GENERAL LIABILITY DECLARATION

INSURED VICTORIA I FLORES
36080 N HWY 281
EDINBURG TX 785415112

POLICY PERIOD
FROM 03/24/10 TO 03/24/11
12:01 A.M. Standard Time

AT YOUR MAILING ADDRESS SHOWN.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THI POLICY. WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS: INDIVIDUAL

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
SEE ATTACHED COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS).....	$	2,000,000
* PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT...	$	0
PERSONAL AND ADVERTISING INJURY LIMIT.....	$	EXCLUDED
EACH OCCURRENCE LIMIT.....	$	1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE).....	$	50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON).....	$	5,000

ENDORSEMENTS ATTACHED TO THIS POLICY:
CG00011188 IL00210504 CG21041185 CG21381185 CG21391188 CG21431185
CG24071185 IL01680992 FL04110787 CG99010105

PREMIUM		
PREMISES-OPERATIONS.....	$	217
PRODUCTS-COMPLETED OPERATIONS.....	$	NOT APPLICABLE
OTHER COVERAGE PARTS.....	$	NOT APPLICABLE
TOTAL POLICY PREMIUM.....	$	217

* WHEN PRODUCTS/COMPLETED OPERATIONS IS INCLUDED WITHIN THE CLASSIFICATION, THERE IS NO SEPARATE PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT. THIS COVERAGE IS PROVIDED WITHIN THE GENERAL AGGREGATE LIMIT.

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TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
PO BOX 2689 • WACO TX 76702-2689

POLICY NUMBER
595035

COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

INSURED VICTORIA I FLORES
36080 N HWY 281
EDINBURG TX 785415112

POLICY PERIOD
FROM 03/24/10 TO 03/24/11
12:01 A.M. Standard Time

DECLARATIONS (CONTINUED) SCHEDULE - COMMERCIAL GENERAL LIABILITY HAZARDS

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY	CLASS CODE	PREMIUM BASIS		RATES	ADVANCE PREMIUM PREMISES/ OPERATIONS	ADVANCE PREMIUM PRODUCTS COMPLETED OPERATIONS
		(A) AREA (C) COST (M) ADMISSIONS (P) PAYROLL (S) SALES (U) UNIT (T) MISC			* INDICATES MINIMUM PREMIUM	
FARM RESIDENCES, INCLUDING ACREAGE (OVER 500 ACRES) 2M E LINN, TX ON S/S OF CHAPA RD- 600 ACRES	01207	U	1	121.269	121	
ADDITIONAL FARM PREMISES MAINTAINED BY INSURED, SPOUSE, OR RESIDENTS OF THE INSURED'S HOUSEHOLD 7M W ENCINO, TX ON N/S OF TECOBAYA RD- 500 ACRES SE CORNER OF US 281 & FM 186 @ 36080 N HWY 281, EDINBURG, TX- 31 ACRES/10M N EL SAUZ, TX & .75M W OFF FM 649-973 AC 1M W OF US 281 ON N/S OF FLORAL RD, EDINBURG, TX-40 AC	01418	U	4	24.016	96	
RECREATIONAL LAND USE	01207	S	IF ANY	1.350	INCL	
				TOTAL	217	
				TOTAL PREMIUM	217	

THE FOREGOING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN.

AI-20326 **12.G.**

1 Yr Extension-Geneva Worldwide and Gloria Flores Interpreting Services-Hidalgo County

CC CONSENT

Date:	03/16/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Authority to exercise the additional one (1) year extension option as provided under current contract for "Sign Language Interpreters-Courtroom" for Hidalgo County, under the same rates, terms, and conditions with Geneva Worldwide, Inc. C-09-024-03-24 Effective: 04/01/10-03/31/11

2. Authority to exercise the additional one (1) year extension option as provided under current contract for "Sign Language Interpreters-Non-Courtroom" for Hidalgo County, under the same rates, terms, and conditions with Gloria Flores Interpreting Services. C-09-024A-03-24 Effective: 04/01/10-03/31/11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Co. Wide Obj. 339 & 831

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

BUDGETARY IMPACT:

Possible obj. codes are 339 & 831 in relation to Sign Language & Interpreting Services. Please refer to attached expense analysis for funding availability.

Attachments

Link: Extension Letter

Link: Obj. 339 & 831 expense report as of 3-12-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 12:01 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 02:01 PM	APRV
4	Ivan Cantu	Ivan Cantu	03/12/2010 02:24 PM	APRV
5	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/10/2010 04:46 PM

PURCHASING DEPARTMENT
County Of Hidalgo

March 10, 2010

Geneva Worldwide, Inc. Via Fax (212) 255-8409
Craig Buckstein, Chief Operating Officer
261 West 35th Street, Suite 700
New York, New York 10001

Re: C-09- 024-03-24-Sign Language Interpreters for Courtroom Interpreting Assignments for Hidalgo County

Dear Mr. Buckstein:

Commissioners' Court will take applicable action (Tuesday, March 16, 2010) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of April 1, 2010. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, March 12, 2010, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

March 10, 2010

Gloria Flores Interpreting Service
PO Box 4056
Mission, Texas

Via Email: gflorestj@yahoo.com

Re: C-09-024-03-24-Sign Language Interpreters for Courtroom Interpreting Assignments for Hidalgo County

Dear Ms. Flores:

Commissioners' Court will take applicable action (Tuesday, March 16, 2010) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of April 1, 2010. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, March 12, 2010, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-412-00-001-001-0-831	92ND DC-COURT COSTS & INVESTIGATION	3,000.00	3,000.00	.00	.00	3,000.00	.00
0-1100-412-00-002-001-0-831	93RD DC-COURT COSTS & INVESTIGATION	500.00	500.00	.00	.00	500.00	.00
0-1100-412-00-003-001-0-831	139TH DC-COURT COSTS & INVESTIGATION	2,500.00	2,500.00	.00	.00	2,500.00	.00
0-1100-412-00-004-001-0-831	206TH DC-COURT COSTS & INVESTIGATION	7,000.00	7,000.00	.00	.00	7,000.00	.00
0-1100-412-00-005-001-0-831	275TH DC-COURT COSTS & INVESTIGATION	1,000.00	1,000.00	.00	.00	1,000.00	.00
0-1100-412-00-006-001-0-831	332ND DC-COURT COSTS & INVESTIGATION	1,000.00	1,000.00	199.50	.00	800.50	19.95
0-1100-412-00-008-001-0-831	389TH DC-COURT COSTS & INVESTIGATION	949.00	949.00	.00	.00	949.00	.00
0-1100-412-00-009-001-0-831	398TH DC-COURT COSTS & INVESTIGATION	800.00	800.00	.00	.00	800.00	.00
0-1100-412-00-010-001-0-831	430TH DC-COURT COSTS & INVESTIGATION	1,000.00	1,000.00	.00	.00	1,000.00	.00
0-1100-412-00-011-001-0-831	449TH DC-COURT COSTS & INVESTIGATION	500.00	500.00	.00	.00	500.00	.00
0-1100-412-00-021-001-0-831	CCL#1-COURT COSTS & INVESTIGATION	2,000.00	.00	.00	.00	.00	.00
0-1100-412-00-022-001-0-831	CCL#2-COURT COSTS & INVESTIGATION	368.00	368.00	.00	.00	368.00	.00
0-1100-412-00-023-001-0-831	PROBATE CRT-COURT COSTS & INVESTIG	500.00	500.00	.00	.00	500.00	.00
0-1100-412-00-024-001-0-831	CCL#4-COURT COSTS & INVESTIGATION	150.00	150.00	.00	.00	150.00	.00
0-1100-412-00-026-001-0-831	CCL#6-COURT COSTS & INVESTIGATION	500.00	500.00	.00	.00	500.00	.00
0-1100-412-00-032-001-0-831	MASTER CRT II-COURT COSTS & INVESTIG	1,500.00	1,500.00	500.00	.00	1,000.00	33.33
0-1100-412-00-066-001-0-831	JP PCT 3/PL 2-COURT COSTS &INVESTIGATION	300.00	300.00	.00	.00	300.00	.00
0-1100-412-00-068-001-0-831	JP PCT 4/PL 2-COURT COSTS &INVESTIGATION	.00	2,300.00	499.90	1,500.00	300.10	86.95
0-1100-412-00-080-002-0-831	CRIM DA-COURT COSTS & INVESTIGATION	78,000.00	78,000.00	100.00	14,237.08	63,662.92	18.38
0-1100-412-00-090-001-0-339	DIST CLERK-OTHER PROF SRV	3,000.00	3,000.00	.00	.00	3,000.00	.00
0-1100-412-00-090-001-0-831	DIST CLERK-COURT COSTS & INVESTIGATION	2,000.00	2,000.00	.00	.00	2,000.00	.00
0-1100-412-20-080-001-0-831	GRAND JURY-COURT COSTS & INVESTIGATION	1,000.00	1,000.00	.00	.00	1,000.00	.00
0-1100-412-30-085-003-0-831	PUBLIC DEFENDER-COURT COSTS & INVESTIGAT	1,000.00	800.00	.00	.00	800.00	.00
0-1100-413-30-115-017-0-339	CO COMM-OTHER PROF SRV	3,100.00	3,100.00	.00	.00	3,100.00	.00
0-1100-414-00-130-001-0-339	ELECTIONS DEPT-OTHER PROF SRV	1,500.00	42,500.00	18,035.75	.00	24,464.25	42.44
0-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROF SRV	68,500.00	68,500.00	150.00	.00	68,350.00	.22
0-1100-415-15-140-001-0-339	TAX OFF-OTHER PROF SRV	100.00	100.00	.00	.00	100.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROF SRV	5,000.00	5,000.00	.00	4,500.00	500.00	90.00
0-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROF SRV	323,236.53	323,236.53	.00	39,052.07	284,184.46	12.08
0-1100-415-40-180-001-0-339	CO CLERK-OTHER PROF SRV	2,000.00	2,000.00	.00	.00	2,000.00	.00
0-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRV	77,996.00	77,996.00	.00	.00	77,996.00	.00
0-1100-419-40-220-001-0-339	FACILITIES MGMT-OTHER PROF SRV	5,000.00	5,000.00	.00	240.00	4,760.00	4.80
0-1100-419-50-115-059-0-339	DBM-SAFETY DIV-OTHER PROF SRV	81,500.00	81,500.00	65,000.00	.00	16,500.00	79.75
0-1100-421-00-280-001-0-339	SHERIFF-OTHER PROF SRV	142,850.00	142,850.00	71,146.80	524.00	71,179.20	50.17
0-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	50,000.00	50,000.00	.00	.00	50,000.00	.00
0-1100-423-21-280-002-0-339	JAIL-OTHER PROF SRV	100,000.00	100,000.00	.00	.00	100,000.00	.00
0-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROF SRV	35,000.00	35,000.00	.00	.00	35,000.00	.00
0-1100-423-60-330-002-0-339	JUV PROB-OTHER PROF SRV	45,000.00	45,000.00	.00	691.75	44,308.25	1.54
0-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SRV	2,000.00	2,000.00	800.00	.00	1,200.00	40.00
0-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	9,000.00	9,000.00	3,855.00	4,403.10	741.90	91.76
0-1100-444-00-115-032-0-831	MENTAL HEALTH-COURT COSTS & INVESTIGATIO	50,000.00	50,000.00	.00	2,766.00	47,234.00	5.53
0-1100-444-00-360-001-0-831	CHILD WELFARE-COURT COSTS &INVESTIGATION	6,150.00	6,150.00	.00	300.00	5,850.00	4.88
1100 GENERAL FUND		**1,116,499.53**	**1,157,599.53**	**160,286.95**	**68,214.00**	**929,098.58**	**19.74**
1200 R&B COUNTYWIDE							
0-1200-431-00-260-001-0-339	R-O-W DEPT-OTHER PROF SRV	7,000.00	7,000.00	.00	.00	7,000.00	.00
1200 R&B COUNTYWIDE		**7,000.00**	**7,000.00**	**.00**	**.00**	**7,000.00**	**.00**
1201 R&B PRECINCT 1							
0-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	20,000.00	20,000.00	2,985.11	.00	17,014.89	14.93
1201 R&B PRECINCT 1		**20,000.00**	**20,000.00**	**2,985.11**	**.00**	**17,014.89**	**14.93**
1202 R&B PRECINCT 2							
0-1202-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	22,550.00	22,550.00	.00	.00	22,550.00	.00
1202 R&B PRECINCT 2		**22,550.00**	**22,550.00**	**.00**	**.00**	**22,550.00**	**.00**
1203 R&B PRECINCT 3							
0-1203-431-00-123-004-0-339	PCT3 RD ADM-OTHER PROF SRV	.00	2,000.00	2,000.00	.00	.00	100.00
0-1203-431-00-123-005-0-339	PCT3 P/U RD-OTHER PROF SRV	7,000.00	7,000.00	.00	.00	7,000.00	.00
1203 R&B PRECINCT 3		**7,000.00**	**9,000.00**	**2,000.00**	**.00**	**7,000.00**	**22.22**
1204 R&B PRECINCT 4							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT 4							
0-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	5,000.00	5,000.00	1,196.18	.00	3,803.82	23.92
1204 R&B PRECINCT 4		**5,000.00**	**5,000.00**	**1,196.18**	**.00**	**3,803.82**	**23.92**
1211 PARKS PRECINCT 1							
0-1211-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	.00	2,000.00	380.00	120.00	1,500.00	25.00
1211 PARKS PRECINCT 1		**.00**	**2,000.00**	**380.00**	**120.00**	**1,500.00**	**25.00**
1212 PARKS PRECINCT 2							
0-1212-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,000.00	1,000.00	.00	.00	1,000.00	.00
1212 PARKS PRECINCT 2		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
0-1222-412-00-080-006-0-339	DA BAD CK-OTHER PROF SRV	2,000.00	2,000.00	1,320.00	.00	680.00	66.00
0-1222-412-00-080-006-0-831	DA BAD CK-COURT COSTS & INVESTIGATION	1,000.00	1,000.00	.00	-55.00	1,055.00	-5.50
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**3,000.00**	**3,000.00**	**1,320.00**	**-55.00**	**1,735.00**	**42.17**
1223 DISTRICT ATTORNEY INVESTIGATION HB65							
0-1223-412-00-080-007-0-831	DA INVESTIGATION HB65-COURT COSTS&INVEST	150,000.00	150,000.00	.00	.00	150,000.00	.00
1223 DISTRICT ATTORNEY INVESTIGATION HB65		**150,000.00**	**150,000.00**	**.00**	**.00**	**150,000.00**	**.00**
1227 SHERIFF INVESTIGATION HB65							
0-1227-421-00-280-005-0-831	SHRF INVESTIG HB65-COURT COSTS & INVEST	12,000.00	12,000.00	.00	30.00	11,970.00	.25
1227 SHERIFF INVESTIGATION HB65		**12,000.00**	**12,000.00**	**.00**	**30.00**	**11,970.00**	**.25**
1239 COURT REPORTER SERVICE							
0-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROF SRV	165,000.00	165,000.00	.00	.00	165,000.00	.00
0-1239-412-00-115-043-0-831	COURT REPORTER-COURT COSTS&INVESTIGATION	93,000.00	93,000.00	.00	19,107.02	73,892.98	20.55
1239 COURT REPORTER SERVICE		**258,000.00**	**258,000.00**	**.00**	**19,107.02**	**238,892.98**	**7.41**
1243 PROBATE COURT CONTRIBUTIONS							
0-1243-412-00-023-002-0-831	PROBATE COURT-COURT COSTS&INVESTIGATION	15,700.00	15,700.00	.00	2,092.28	13,607.72	13.33
1243 PROBATE COURT CONTRIBUTIONS		**15,700.00**	**15,700.00**	**.00**	**2,092.28**	**13,607.72**	**13.33**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
0-1254-412-00-270-014-0-831	HIDTA US JUSTICE-COURT COSTS & INVESTIGA	15,000.00	15,000.00	.00	958.00	14,042.00	6.39
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**15,000.00**	**15,000.00**	**.00**	**958.00**	**14,042.00**	**6.39**
1287 DESIGNATED PURPOSE GRANTS LVL 7							
0-1287-465-20-110-070-9-339	EDA-OTHER PROF SRV	.00	700.00	500.00	200.00	.00	100.00
1287 DESIGNATED PURPOSE GRANTS LVL 7		**.00**	**700.00**	**500.00**	**200.00**	**.00**	**100.00**
1293 HEALTH DEPARTMENT							
0-1293-441-00-340-042-0-339	CPS/PHER-OTHER PROF SRV	.00	5,000.00	.00	.00	5,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
1293 HEALTH DEPARTMENT		**.00**	**5,000.00**	**.00**	**.00**	**5,000.00**	**.00**
1294 JUVENILE PROBATION							
0-1294-423-00-330-050-0-339	TJPC-X-2010 -OTHER PROF SRV	.00	17,346.00	.00	.00	17,346.00	.00
1294 JUVENILE PROBATION		**.00**	**17,346.00**	**.00**	**.00**	**17,346.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
0-1295-423-00-330-028-0-339	WESL B/C-OTHER PROF SRV	2,000.00	2,000.00	.00	.00	2,000.00	.00
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**2,000.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1297 ADULT PROBATION							
0-1297-423-00-320-002-0-339	BASIC SUPERVISION-OTHER PROF SRV	.00	63,565.00	38,645.00	2,800.00	22,120.00	65.20
0-1297-423-00-320-015-0-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	.00	3,000.00	3,000.00	.00	.00	100.00
0-1297-423-00-320-020-0-339	SATF-OTHER PROF SRV	.00	3,105.00	2,522.00	413.00	170.00	94.52
1297 ADULT PROBATION		**.00**	**69,670.00**	**44,167.00**	**3,213.00**	**22,290.00**	**68.01**
1310 BORDER COLONIA ACCESS PROGRAM							
0-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	.00	.00	253.29	.00	-253.29	.00
0-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	.00	.00	123.86	.00	-123.86	.00
0-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	.00	.00	610.65	.00	-610.65	.00
0-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	.00	.00	466.59	.00	-466.59	.00
0-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	.00	.00	364.09	.00	-364.09	.00
0-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	.00	.00	89.91	.00	-89.91	.00
0-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	.00	.00	165.72	.00	-165.72	.00
0-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	.00	.00	353.63	.00	-353.63	.00
0-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	.00	.00	76.80	.00	-76.80	.00
0-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	.00	.00	13.00	.00	-13.00	.00
0-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	.00	.00	448.79	.00	-448.79	.00
0-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	.00	.00	262.37	.00	-262.37	.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**.00**	**3,228.70**	**.00**	**-3,228.70**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
0-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.00	.93	.00	.00	.93	.00
0-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	.00	1,909.42	606.73	1,302.69	.00	100.00
0-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	.00	779.62	779.62	.00	.00	100.00
0-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	.00	100.33	100.13	.00	.20	99.80
0-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	.00	270.16	270.04	.00	.12	99.96

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
0-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	.00	360.35	354.06	.00	6.29	98.25
0-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	.00	1,437.46	1,437.46	.00	.00	100.00
0-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	.00	1,794.82	1,794.82	.00	.00	100.00
0-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	.00	9.75	4.39	.00	5.36	45.03
0-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	.00	445.39	404.41	.00	40.98	90.80
0-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	.00	2,012.91	1.29	.00	2,011.62	.06
0-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
0-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
0-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	.00	2,257.24	1,862.87	394.37	.00	100.00
0-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	.00	10.46	10.46	.00	.00	100.00
0-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	.00	2,298.81	.00	.00	2,298.81	.00
0-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	.00	2,054.70	.00	.00	2,054.70	.00
0-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	.00	5,133.09	3,343.04	1,790.05	.00	100.00
0-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	.00	2,962.24	.00	.00	2,962.24	.00
0-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	.00	10.03	.00	.00	10.03	.00
0-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	.00	11,596.49	.00	.00	11,596.49	.00
0-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	.00	197.64	130.00	.00	67.64	65.78
0-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	.00	2,000.00	1,284.91	.00	715.09	64.25
0-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	.00	361.59	361.59	.00	.00	100.00
0-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	.00	1,054.86	32.39	.00	1,022.47	3.07
0-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	.00	2,000.00	1,219.79	.00	780.21	60.99
0-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	.00	3,701.40	.00	.00	3,701.40	.00
0-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	.00	429.74	429.74	.00	.00	100.00
0-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	.00	486.66	60.00	.00	426.66	12.33
0-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	.00	567.37	317.37	.00	250.00	55.94
0-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	.00	2,000.30	2,000.30	.00	.00	100.00
0-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	.00	4,114.38	.00	.00	4,114.38	.00
0-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	.00	2,000.00	.00	.00	2,000.00	.00
0-1311-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	.00	4,683.16	4,683.16	.00	.00	100.00
0-1311-431-00-123-015-0-339	ACOSTA S/D-OTHER PROF SRV	.00	2,300.76	2,300.76	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
0-1311-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROF SRV	.00	9,510.92	9,510.92	.00	.00	100.00
0-1311-431-00-123-152-1-339	CHULA VISTA ACRES-OTHER PROF SRV	.00	845.96	845.96	.00	.00	100.00
0-1311-431-00-123-247-0-339	EL PARAISO S/D-OTHER PROF SRV	.00	6,009.10	6,009.10	.00	.00	100.00
0-1311-431-00-123-250-0-339	EL SOL S/D #1-OTHER PROF SRV	.00	652.70	652.70	.00	.00	100.00
0-1311-431-00-123-251-0-339	EL SOL S/D #2-OTHER PROF SRV	.00	4,201.80	4,201.80	.00	.00	100.00
0-1311-431-00-123-267-1-339	EZEQUIEL ACEVEDO JR S/D#2-OTHER PROF SRV	.00	1,690.02	1,690.02	.00	.00	100.00
0-1311-431-00-123-312-0-339	HAVANA S/D-OTHER PROF SRV	.00	2,354.34	2,354.34	.00	.00	100.00
0-1311-431-00-123-322-1-339	HILDA S/D-OTHER PROF SRV	.00	1,600.89	1,600.89	.00	.00	100.00
0-1311-431-00-123-325-1-339	HILDA S/D #3-OTHER PROF SRV	.00	1,127.82	1,127.82	.00	.00	100.00
0-1311-431-00-123-384-1-339	LA HOMA RD N S/D-OTHER PROF SRV	.00	6,057.58	6,057.58	.00	.00	100.00
0-1311-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	.00	1,672.18	1,672.18	.00	.00	100.00
0-1311-431-00-123-427-1-339	LOS EBANOS S/D-OTHER PROF SRV	.00	1,121.89	1,121.89	.00	.00	100.00
0-1311-431-00-123-488-1-339	MUNOZ ESTATES-OTHER PROF SRV	.00	3,684.04	3,684.04	.00	.00	100.00
0-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	.00	986.07	986.07	.00	.00	100.00
0-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	.00	384.17	376.87	.00	7.30	98.10
0-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	.00	438.64	438.64	.00	.00	100.00
0-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	.00	748.85	748.85	.00	.00	100.00
0-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	.00	744.68	286.67	.00	458.01	38.50
0-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	.00	138.90	.00	.00	138.90	.00
0-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	.00	6,133.62	6,097.32	.00	36.30	99.41
0-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	.00	622.29	602.29	.00	20.00	96.79
0-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	.00	288.61	11.60	.00	277.01	4.02
0-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	.00	1,516.73	1,516.73	.00	.00	100.00
0-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	.00	1,413.21	1,413.21	.00	.00	100.00
0-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	.00	606.02	206.02	.00	400.00	34.00
0-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	.00	512.68	512.68	.00	.00	100.00
0-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	.00	4,918.40	4,882.10	.00	36.30	99.26
0-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	.00	397.60	.00	.00	397.60	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**.00**	**124,005.69**	**84,681.54**	**3,487.11**	**35,837.04**	**71.10**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	12,697.87	12,697.87	.00	.00	100.00
0-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,397.44	2,397.44	.00	.00	100.00
0-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	1,920.62	1,920.62	.00	.00	100.00
0-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,701.57	1,701.57	.00	.00	100.00
0-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,370.14	1,370.14	.00	.00	100.00
0-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	2,775.63	2,775.63	.00	.00	100.00
0-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,235.07	1,235.07	.00	.00	100.00
0-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	8,152.53	8,152.53	.00	.00	100.00
0-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,324.25	1,324.25	.00	.00	100.00
0-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,213.74	3,213.74	.00	.00	100.00
0-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	2,794.71	2,794.71	.00	.00	100.00
0-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	.00	2,478.14	.00	.00	2,478.14	.00
0-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	4,675.99	4,675.99	.00	.00	100.00
0-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	1,590.88	1,590.88	.00	.00	100.00
0-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	4,822.99	4,822.99	.00	.00	100.00
0-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,241.34	1,241.34	.00	.00	100.00
0-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	982.62	982.62	.00	.00	100.00
0-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,107.70	3,107.70	.00	.00	100.00
0-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	720.88	720.88	.00	.00	100.00
0-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	1,979.69	1,979.69	.00	.00	100.00
0-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	2,915.79	2,915.79	.00	.00	100.00
0-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	7,624.57	7,624.57	.00	.00	100.00
0-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	5,827.62	5,827.62	.00	.00	100.00
0-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	2,726.49	2,726.49	.00	.00	100.00
0-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	.00	14,119.46	.00	.00	14,119.46	.00
0-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	.00	5,340.09	5,340.09	.00	.00	100.00
0-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	.00	5,538.89	.00	.00	5,538.89	.00
0-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	.00	5,290.35	.00	.00	5,290.35	.00
0-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	.00	6,578.71	6,578.71	.00	.00	100.00
0-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	.00	4,022.87	4,022.87	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	.00	13,245.15	13,245.15	.00	.00	100.00
0-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	.00	545.69	545.08	.00	.61	99.89
0-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	.00	5,512.11	3,349.61	2,146.30	16.20	99.71
0-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	.00	10,545.44	10,545.44	.00	.00	100.00
0-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	.00	15,120.44	.00	.00	15,120.44	.00
0-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	.00	882.86	-367.14	625.00	625.00	29.21
0-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	.00	3,754.24	3,754.24	.00	.00	100.00
0-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	.00	6,232.07	6,232.07	.00	.00	100.00
0-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	.00	3,675.71	1,515.15	1,333.23	827.33	77.49
0-1312-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROFSNL SRV	.00	14,412.69	14,412.69	.00	.00	100.00
0-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	.00	2,117.89	2,117.89	.00	.00	100.00
0-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	.00	4,608.21	4,608.21	.00	.00	100.00
0-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	.00	983.62	983.62	.00	.00	100.00
0-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	.00	9,251.93	9,251.93	.00	.00	100.00
0-1312-431-00-123-421-0-339	LOMA LINDA HEIGHTS-OTHER PROFSNL SRV	.00	17,351.90	17,351.90	.00	.00	100.00
0-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	.00	23,543.68	23,543.68	.00	.00	100.00
0-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	.00	415.57	.00	278.76	136.81	67.08
0-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	.00	3,727.84	3,727.84	.00	.00	100.00
0-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	.00	3,888.78	3,888.78	.00	.00	100.00
0-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	.00	3,175.69	3,175.69	.00	.00	100.00
0-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	.00	15,995.79	15,995.79	.00	.00	100.00
0-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	.00	13,209.00	13,209.00	.00	.00	100.00
0-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	.00	6,212.50	6,212.50	.00	.00	100.00
0-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	.00	5,999.00	5,999.00	.00	.00	100.00
0-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	.00	9,654.40	9,654.40	.00	.00	100.00
0-1312-431-00-124-844-0-339	COL ESPERANZA #2-OTHER PROF SERVICES	.00	2,667.63	2,667.63	.00	.00	100.00
0-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	.00	2,606.84	2,606.84	.00	.00	100.00
0-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	.00	2,606.84	2,606.84	.00	.00	100.00
0-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	.00	4,201.84	1,701.84	.00	2,500.00	40.50
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**327,313.99**	**276,277.47**	**4,383.29**	**46,653.23**	**85.75**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
2201 SELF-FUNDED HEALTH BENEFITS							
0-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	106,000.00	104,000.00	.00	37,500.00	66,500.00	36.06
2201 SELF-FUNDED HEALTH BENEFITS		**106,000.00**	**104,000.00**	**.00**	**37,500.00**	**66,500.00**	**36.06**
2202 SELF-FUNDED WORKERS' COMP							
0-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	85,000.00	85,000.00	.00	.00	85,000.00	.00
2202 SELF-FUNDED WORKERS' COMP		**85,000.00**	**85,000.00**	**.00**	**.00**	**85,000.00**	**.00**
0 YEAR 0		**1,825,749.53**	**2,412,885.21**	**577,022.95**	**139,249.70**	**1,696,612.56**	**29.69**

AI-20325 **12.H.**

Approval-Payments to L&G Engineering-Pct. #3
CC CONSENT

Date:	03/16/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/projected engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11323331-$7,900.00 for "FM 681 From FM 2221 to SH 107" - C-09-192-06-08;
2. Invoice No. 11323332-$3,950.00 for "FM 681 Project; From FM 2221/FM 492" - C-09-192A-06-08.
3. Invoice No. 11323327-$8,383.00 for "La Homa"- C-08-031-02-12
4. Invoice No. 11323337-$180,424.46 for "La Homa"-C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11323331: Available funds in P.O. #625224 as of 3/11/10 is $1,265,288.00.

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11323332: Available funds in P.O. #625225 as of 3/11/10 is $661,228.40.

FISCAL YEAR: 2010 ACCT. #: 0-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Invoice No. 11323327: Obj. Code 731 Available funds in P.O. #600650 as of 3/11/10 is $112,705.00.

FISCAL YEAR: 2010 ACCT. #: 0-1336/1339-431-00-123-045-0-711

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

BUDGETARY IMPACT:

For Invoice No. 11323337: Available funds in P.O. #636001 as of 3/11/10 is $454,244.56.

Attachments

Link: Invoices

Link: Inv. 11323337

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 12:00 PM	APRV
2	Budget & Management		03/12/2010 04:46 PM	PEND
3	Perla Lopez	Perla Lopez	03/11/2010 04:16 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/10/2010 04:32 PM

Final Approval Date: 03/12/2010

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323327
INVOICE DATE: 02/28/10

SIGN: [signature]
REQ# 128644
PO# 600650

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080301
La Homa

P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2010.						
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	41,250.00		41,250.00	75.0	13,750.00
12003-Public Invmt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	20,000.00		20,000.00	100.0	
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
15020-Rdwy Dgn/Sub	4,150.00	4,150.00		4,150.00	100.0	
16001-Rdwy Design	267,350.00	226,800.00		226,800.00	84.8	40,550.00
16101-Drainage	116,000.00	110,200.00		110,200.00	95.0	5,800.00
16207-Sgn,Pvmt.Markg	24,200.00	20,570.00	726.00	21,296.00	88.0	2,904.00
16250-Iso Signal/Sub	52,000.00	36,400.00	5,200.00	41,600.00	80.0	10,400.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	68,040.00		68,040.00	90.0	7,560.00
16304-Irrigation	31,500.00	28,350.00		28,350.00	90.0	3,150.00
16306-Qty Specs	18,900.00	16,065.00	567.00	16,632.00	88.0	2,268.00
16307-Utilities	63,000.00	53,550.00	1,890.00	55,440.00	88.0	7,560.00
16400-Contract Mgmt	31,500.00	27,720.00		27,720.00	88.0	3,780.00
TOTALS:	1,033,500.00	918,795.00	8,383.00	927,178.00	89.7	106,322.00

ORIGINAL CONTRACT SUM	$	1,033,500.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,033,500.00
TOTAL COMPLETED TO DATE	$	927,178.00
LESS PREVIOUS INVOICES	$	918,795.00
CURRENT PAYMENT DUE	$	8,383.00

[signature]
PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[signature] ON 3/4/10

GOODS/SERVICES RECEIVED BY
[signature] ON 2/26/10

0-1336-451-00-123-045-0131

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323331
INVOICE DATE: 02/28/10

SIGN: [signature]
REQ# 15e841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2010.						
13002-ROW Map	6,200.00	5,580.00		5,580.00	90.0	620.00
13020-ROW Map/Sub	158,100.00	142,290.00		142,290.00	90.0	15,810.00
15001-Surv,Plans&Des	677.32				0.0	677.32
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	128,072.00		128,072.00	35.0	237,848.00
16102-Hydraulic Dsgn	40,000.00	12,000.00	2,000.00	14,000.00	35.0	26,000.00
16104-Outfall Dsgn	40,000.00	8,000.00	2,000.00	10,000.00	25.0	30,000.00
16201-Signing	20,000.00				0.0	20,000.00
16202-Pvmt Marking	16,000.00		2,400.00	2,400.00	15.0	13,600.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00	25,500.00		25,500.00	85.0	4,500.00
16304-Irrigation	30,000.00	12,000.00		12,000.00	40.0	18,000.00
16306-Qty Specs	30,000.00	6,000.00		6,000.00	20.0	24,000.00
16307-Utilities	30,000.00	24,000.00	1,500.00	25,500.00	85.0	4,500.00
32001-Const. Mgnmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	475,324.60	7,900.00	483,224.60	27.8	1,257,388.00

2

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323331
INVOICE DATE: 02/28/10
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	483,224.60
LESS PREVIOUS INVOICES	$	475,324.60
CURRENT PAYMENT DUE	$	7,900.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
KSV ON 3/4/10
GOODS/SERVICES RECEIVED BY
Connie Lee ON 2/28/10

0-1315-431-00-123-070-0-841

3

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323332
INVOICE DATE: 02/28/10

SIGN: [signature]
REQ#: 15684
PO#: 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of February 2010.						
13020-ROW Map/Sub	99,200.00	89,280.00		89,280.00	90.0	9,920.00
15001-Surv,Plans&Des	16,611.68				0.0	16,611.68
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	44,380.00		44,380.00	35.0	82,420.00
16102-Hydraulic Dsgn	20,000.00	6,000.00	1,000.00	7,000.00	35.0	13,000.00
16104-Outfall Dsgn	20,000.00	4,000.00	1,000.00	5,000.00	25.0	15,000.00
16201-Signing	10,000.00				0.0	10,000.00
16202-Pvmt Marking	8,000.00		1,200.00	1,200.00	15.0	6,800.00
16230-Signal/Ill Sub	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00	12,750.00		12,750.00	85.0	2,250.00
16304-Irrigation	15,000.00	6,000.00		6,000.00	40.0	9,000.00
16306-Qty Specs	15,000.00	3,000.00		3,000.00	20.0	12,000.00
16307-Utilities	15,000.00	12,000.00	750.00	12,750.00	85.0	2,250.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	213,957.00	3,950.00	217,907.00	24.9	657,278.40

3.

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323332
INVOICE DATE: 02/28/10
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	217,907.00
LESS PREVIOUS INVOICES	$	213,957.00
CURRENT PAYMENT DUE	$	3,950.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 3/4/10
GOODS/SERVICES RECEIVED BY
_____ ON 2/25/10

0-1315-451-00-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323337
INVOICE DATE: 02/28/10

SIGN: Carlos M. Flores
REQ# 170880
PO# 036001

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080302
La Homa Rd - ROW
WA#2

Engineering services for the month of February 2010.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13003-Prel ROW Deter	25,000.00		17,500.00	17,500.00	70.0	7,500.00
13030-ROW Map/Sub	195,000.00		136,500.00	136,500.00	70.0	58,500.00
16307-Utilities	214,244.56		21,424.46	21,424.46	10.0	192,820.10
16400-Contract Mgmt	20,000.00		5,000.00	5,000.00	25.0	15,000.00
TOTALS:	454,244.56	0.00	180,424.46	180,424.46	39.7	273,820.10

ORIGINAL CONTRACT SUM	$	454,244.56
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	454,244.56
TOTAL COMPLETED TO DATE	$	180,424.46
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	180,424.46

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NAV ON 3/8/10
GOODS/SERVICES RECEIVED BY
Carlos M. Flores ON 2/28/10

0-1336-431-00-123-045-0711
0-1339-431-00-123-045-0711

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 10019

INVOICE

Customer	
Name: L & G Engineering Address: 2100 W. Expressway 83 City: Mercedes State: Texas Zip: 78570 Attn: Mr. Jacinto Garza, P.E.	Date: February 22, 2010 **Project: S.H. 364 (La Homa Road Project)** **From FM 495 to Mile 3 North**

Description

Contract No. C-09-192A-06-08
Work Authorization No. 5 (Function Code 130)

Surveying services performed to date for the Right of Way Surveying for the S.H. 364 Project (La Homa Road) from FM 495 to Mile 3 North.

Contract Amount:	**$195,000.00**
Amount To Date (70%):	**$136,500.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$136,500.00**

Office Use Only

We Appreciate Your Business.

PROJECT: La Homa Road
CLIENT: Hidalgo County

Exhibit C
WORK SCHEDULE

3/8/2010

TASK AND DESCRIPTION	2009	2010		
	DEC	JAN	FEB	MAR
ROW Mapping				
Final ROW Map, Parcel Sketches and Field Notes				

L&G Engineering
Transportation Consultants

March 4, 2010

Hon. Joe Flores
Hidalgo County Commissioner, Pct. #3
724 N. Breyfogle
Mission, Texas 78572

Re: Work Authorization No. 2
La Homa Road Project (ROW Map & Compensable Utilities)

Dear Commissioner Flores:

Attached for your approval is our invoice for the month of February 2010. The following is attached:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Attachment C "Work Schedule"

This project consists of preparation of the Right-of-way map and Coordinate the Management for the Compensable Utility Adjustments for the construction of the La Homa Road project.

FC 130 –PRELIMINARY ROW DETERMINATION		**% Complete**
L&G has provided J. Hinojosa with all of the preliminary files needed, reviewed the preliminary map, met and provided comments.	**L&G**	**70%**
FC 130 –ROW MAP		
J. Hinojosa has submitted the preliminary map and is working on the revisions for the final map.	**J. Hinojosa**	**70%**
FC 164 –CONTRACT MANAGEMENT		
L&G has conducted a project administration meeting with J. Hinojosa & C. Vasquez on Feb. 26, 2010.	**L&G**	**10%**
FC 160 – UTILITY ADJUSTMENT COORDINATION		
L&G has contacted / met with each of the utilities involved. Utilities have been exposed to confirm location and depths. Compensable utilities have been identified and costs have been estimated.	**L&G**	**25%**

If you have any questions or require additional information, please advice.

Sincerely,

Robert Macheska, P.E.
Project Manager

Fred Herrera
Right-of-Way Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-20316 **12.I.**

Approval-Inv. #42555111XV-Dannenbaum-Precinct No. 3-Proposed County Landfill Project

CC CONSENT

Date:	03/16/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Request for Payment of Invoice No. 425551/12/XV in the amount of $6,161.27, from Dannenbaum Environmental Corp., contracted engineer for the Precinct No. 3's proposed Countywide Landfill Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1334-432-00-123-022-0-334
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #630814 as of 3/11/10 is $37,056.11.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 11:02 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:28 PM	APRV
3	Perla Lopez	Perla Lopez	03/11/2010 02:57 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Rocio Villarreal — Started On: 03/10/2010 04:14 PM

Final Approval Date: 03/12/2010

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

SIGN: _____
REQ# 164551
PO# 630814

CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)
PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2 FROM THE TEXAS RAILROAD COMMISSION
CONTRACT NO. C-06-215-05-23

DANNENBAUM ENVIRONMENTAL CORPORATION
DATE: FEBRUARY 16, 2010
DEC PROJ. NO.: 425551
PURCHASE ORDERS # 570305 & # 576042

INVOICE NO: 425551/12/XV
INVOICE PERIOD THRU JANUARY 31, 2010

DEC TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	WORK AUTHORIZATION NO. 1						
100	Preparation of Response to Interrogatives	SPECIAL	$8,648.84	100.00%	$8,648.84	$8,648.84	$0.00
200	Research and Copies - Motion for Discovery	SPECIAL	$6,295.36	100.00%	$6,295.36	$6,295.36	$0.00
300	Testimonials at Hearings	SPECIAL	$9,440.00	100.00%	$9,440.00	$9,440.00	$0.00
400	Staff Depositions	SPECIAL	$4,550.00	100.00%	$4,550.00	$4,550.00	$0.00
500	Other Direct Costs	SPECIAL	$4,477.50	100.00%	$4,477.50	$4,477.50	$0.00
600	Supplemental Agreement No. 1 - Additional Services pertaining to Legal Assistance - Railroad Commission Hearing, Austin, TX	SPECIAL	$16,473.26	100.00%	$16,473.26	$16,473.26	$0.00
	Hollis Rutledge & Associates, Inc. - Supp. Agmt No. 1	SPECIAL	$5,000.00	100.00%	$5,000.00	$5,000.00	$0.00
700	Supplemental Agreement No. 2 - Additional Services pertaining to Legal Assistance - Obtain approval from the Railroad Comm.	SPECIAL	$10,000.00	100.00%	$10,000.00	$10,000.00	$0.00
800	Supplemental Agreement No. 3 - Additional Services pertaining to Legal Assistance - Obtain FINAL APPROVAL from the Railroad Comm.	SPECIAL	$10,000.00	100.00%	$10,000.00	$10,000.00	$0.00
900	Supplemental Agreement No. 4 - Additional Services pertaining to the development of roadway & utilities to meet Texas Railroad Comm. approvals (see next page)	SPECIAL	$42,799.00	27.81%	$11,904.16	$5,742.89	$6,161.27
	SUBTOTALS		$117,683.96	73.75%	$86,789.12	$80,627.85	$6,161.27
	TOTAL FEE						**$6,161.27**

INVOICE RECEIVED BY
_____ ON 2/19/10
GOODS/SERVICES RECEIVED BY
_____ ON 1/31/10

0-1354-432-10-123-022-0-331

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)
PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2
FROM THE TEXAS RAILROAD COMMISSION
CONTRACT NO. C-06-215-05-23

DANNENBAUM ENVIRONMENTAL CORPORATION
DATE: FEBRUARY 16. 2010
DEC PROJ. NO.: 425551
PURCHASE ORDERS # 570305 & # 576042

INVOICE NO. 425551/12/XV
INVOICE PERIOD THRU JANUARY 31, 2010

DEC TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	SUPPLEMENTAL AGREEMENT NO 4 ONLY - DEVELOPMENT OF ROADWAY & UTILITIES TO MEET TEXAS RAILROAD COMM. APPROVALS						
900	**Project Start up and Coordination**						
	Meeting with Client to discuss project responsibilities	SPECIAL	$317.19	100.00%	$317.19	$317.19	$0.00
	Coordination meetings with Hidalgo County ROW	SPECIAL	$317.19	100.00%	$317.19	$317.19	$0.00
	Coordination meetings with Hidalgo County Drainage District	SPECIAL	$317.19	100.00%	$317.19	$317.19	$0.00
	Coordination meetings with Precinct 4	SPECIAL	$456.11	100.00%	$456.11	$456.11	$0.00
	Development and Roadway and Utilities to Meet Texas Railroad Commission Approval(s)						
	Cover Sheet / Index / General Notes	SPECIAL	$1,011.79	5.00%	$50.59	$50.59	$0.00
	Existing / Proposed Typical Sections	SPECIAL	$585.77	5.00%	$29.29	$29.29	$0.00
	Plan and Profile Sheets (18.056 LF)	SPECIAL	$12,363.78	5.00%	$618.19	$618.19	$0.00
	Cross Section Sheets	SPECIAL	$7,418.28	5.00%	$370.91	$370.91	$0.00
	SW3P Plans	SPECIAL	$4,227.76	5.00%	$211.39	$211.39	$0.00
	Detail Sheet	SPECIAL	$585.77	5.00%	$29.29	$29.29	$0.00
	Specifications	SPECIAL	$826.55	5.00%	$41.33	$41.33	$0.00
	QA/QC	SPECIAL	$1,986.46	5.00%	$99.32	$99.32	$0.00
	Amending of the Plat						
	Coordination meeting with Hidalgo County Engineer - General Plat Notes and Restrictions	SPECIAL	$213.01	100.00%	$213.01	$213.01	$0.00
	Modify Drawings - Plat Drawing / Plat notes and Restrictions / Topography Map and Drainage Map - as per RR Comm. Approval	SPECIAL	$1,875.42	100.00%	$1,875.42	$1,875.42	$0.00
	Modify Metes and Bounds Description to reflect current owner - Hidalgo County, Texas	SPECIAL	$916.87	100.00%	$916.87	$687.65	$229.22
	Revise Drainage Report to reflect Amended Plat	SPECIAL	$291.72	0.00%	$0.00	$0.00	$0.00
	Submit Preliminary Plat for Review	SPECIAL	$108.82	100.00%	$108.82	$108.82	$0.00
	Attend meetings - P&Z / Commissioner Court / Subdivision Advisory Board for final Approval	SPECIAL	$1,847.58	0.00%	$0.00	$0.00	$0.00
	Special Services - Surveying	SPECIAL	$6,383.24	90.00%	$5,744.92	$0.00	$5,744.92
	Direct Expenses	SPECIAL	$748.50	25.00%	$187.13	$0.00	$187.13
	SUBTOTALS		$42,799.00	27.81%	$11,904.16	$5,742.89	$6,161.27
	TOTAL FEE - SA #4						**$6,161.27**

AI-20322 **12.J.**

Purchase, Removal & Related Services for Shredded & Recyclable Materials CC CONSENT

Date:	03/16/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Authority to re-advertise as No Bids received and approval of procurement packet(i.e. requirements, legal notice and draft service contract, pre-bid conference notice, etc.) as attached hereto for: Hidalgo County Clerks Office for "Purchase, Removal & Related Services for Shredder & Recyclable Materials"- RFB No.: 2010-128-00-00-MEG

BACKGROUND

Proposed Schedule
1st Ad 03/20/2010
2nd Ad 03/27/2010
Bid Opening 04/07/2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Fund 1237

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

BUDGETARY IMPACT:

No Budgetary Impact for Expeditures. Revenue Only

Revenue Account # 0-1237-341-10-180-000-0-000

Attachments

Link: Request from deparment/ Specifications/ Legal Notice

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 11:58 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:30 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/12/2010 10:00 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Elena Gomez — Started On: 03/10/2010 04:26 PM

Final Approval Date: 03/12/2010

Elena Gomez

From: Armando Perez [armando.perez@co.hidalgo.tx.us]
Sent: Wednesday, March 10, 2010 2:42 PM
To: 'Elena Gomez'
Cc: acmuniz23@sbcglobal.net; aguasero13@yahoo.com; 'Noe Lopez'
Subject: RE: Contract for Selling the Recyclable Material

Elena,

Please resubmit the Bid as per Mr. Guajardo, due to the fact that NO BIDS were submitted. Thank you and please call me if you have any questions.

Armando Perez Jr.
Records Manager
Hidalgo County Clerks
(956) 318-2100 ext. 6107

REQUEST FOR BIDS

HIDALGO COUNTY

"Purchase, Removal & Related Services For Shredded & Recyclable Materials"

Bid No: 2010-128-00-00-MEG

BID OPENING DATE:

, 2010

Contact Person:
Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
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 "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** 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. 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-2010-128-00-00-MEG** and in **HIDALGO COUNTY "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **day, 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 REQUEST FOR BIDS-2010-128-00-00-MEG- HIDALGO COUNTY- "Purchase, Removal & Related Services for Shredded & Recyclable Materials".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. 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 "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** 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 Clerk's Office
100 N. Closner
Edinburg Texas 78539
ATTN.: Arturo Guajardo
(956) 318-2100

17. Schedule of Events

Bid Opening, 9:30 AM	**, 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 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- 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
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
BID NO.: 2010-128-00-00-MEG

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must submit this form with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
RFB NO: 2010-128-00-00-MEG

PROJECT OVERVIEW

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerk currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis"**:

SERVICE LOCATIONS and POINTS OF CONTACT (POC):

- ***Current Sites:***
  - Records Management Warehouse-317 N. Closner, Edinburg, Texas 78539

    POC

1st	Armando Perez Jr.	956-318-2100 ext 6107	956-292-7676
2nd	Daniel Yarrito	956-318-2100 ext 6109	956-292-7000
3rd	Fernando Gomez	956-318-2100 ext 6109	956-292-7000

  - San Carlos Warehouse-E. SH 107 & 6th Street San, Carlos, Texas 78539

    POC

1st	Armando Perez Jr.	956-318-2100 ext 6107	956-292-7676
2nd	Fernando Gomez	956-318-2100 ext 6109	956-292-7000
3rd	Daniel Yarrito	956-318-2100 ext 6109	956-292-7000

- ***Future Sites:*** Future sites to be determined solely at the discretion of Hidalgo County.

BIDDER(S) MINIMUM REQUIREMENTS

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.

2. The Bidder(s) shall schedule pick up on the first and third Monday of the Month unless there is a holiday, which shall then be pickup up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.

3. Bidder(s) must provide a bin in which all material will be placed in and removed by the Bidder.

4. The Bidder must have the ability to pick up materials from two designated area(s) and the proper equipment to load the container with the shredded/destroyed material to sell (i.e. forklift, etc)

5. Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County.

6. The Bidder(s) must have the ability to leave a container 8 ft. x 16 ft or larger (if necessary) at either site or any future sites for the pickup of the materials.

7. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

8. Bidder(s) must include a copy of the scale ticket.

9. Bidder(s) must provide weight ticket to coincide with payment and weight ticket must be submitted to the County Clerk's Office so that it can be submitted to the Budget and Auditor's Office.

10. Bidder(s) must also provide the process of what happens to the shredded / destroyed material, once it has left the County's possession.

11. The Bidder(s) must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilize services.

TERMS & CONDITION:

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.

2. 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 next contract term.

3. County will seek purchases from state awarded Bidder(s) whenever it is, its best interest to do so.

4. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8 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.

9 Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

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 advantage to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. 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.

13. The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

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, day, month, date, 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. day, month, date, 2010.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-128-00-00

THIS CONTRACT is made and entered into this _____day of _____, **2010** by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. 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

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Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County** or its designated agent (s). 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on _____ _____ , **2010** and expiring on _____**, 2012** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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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

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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.

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17. **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 Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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WITNESS our hands in duplicate originals this _____ day of _____, 2010.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

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EXHIBIT “B”
VENDOR’S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

AI-20318 **12.K.**

Renewal/Extension: C-08-013-04-07-Pavement Markings

CC CONSENT

Date:	03/16/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend an additional year (final year)with Pavement Markings-Contract #C-08-013-04-07-Striping Of County Roads, County Owned Parking Lots & Miscellaneous Sites as stipulated and provided in the contract under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-433

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

BUDGETARY IMPACT:

Available balance as of 3-12-10 $10,000.00

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available balance as of 3-12-10 $19,265.54.

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 3-12-10 $102,087.32.

Attachments

Link: Extension Letter

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 11:04 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:29 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	03/12/2010 02:01 PM	APRV
4	Ivan Cantu	Ivan Cantu	03/12/2010 02:11 PM	APRV
5	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Vangie Garcia Started On: 03/10/2010 04:17 PM

Final Approval Date: 03/12/2010

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

March 10, 2010

Pavement Markings
Attn: Juan Villescas
7010 N. FM. 493
Donna, Texas 78537

Re: Extension Of Agreement No: C-08-013-04-07
"Striping Of County Roads, Parking Lots & Miscellaneous County Owned Sites"

Dear Mr. Villescas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 16, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **1:00 p.m., Thursday, March 11, 2010 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification). Please resubmit your updated insurance certificate reflecting Hidalgo County as the additional insured. The one on file is reflecting Precinct #3 as the additional insured.

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

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-013-04-07

THIS CONTRACT is entered into effective as of the 7th of **April, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Pavement Markings, Inc**. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "Striping of County Roads, Parking Lots & Miscellaneous County Owned Sites"(the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for striping of county roads and parking lots. 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 **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two (2) years beginning **April 7, 2008** and ending on **April 7, 2010** with the County's option to extend an additional one (1) year 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:

Pavement Markings
Attn: Juan Villescas
7010 N FM 493
Donna, Texas 78537

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

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

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

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

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY Pavement Markings, Inc.

By: _____
Printed Name: Juan F. Villarreal
Title: Pres

Approved on Commissioners' Court April 7, 2008

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

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES"
BID NO.: 08-013-03-19-rol

REQUIREMENTS

SCOPE OF SERVICES:
The services contract will encompass all project-related labor and materials for striping of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

1. 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.

2. Striping of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only.**

3. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. Delivery hours will be arranged with requestor when requiring striping of county roads, county parking lots, and miscellaneous county owned sites.

5. The contract will be in effect for a period of (2) two years from bid award date with the County's option to extend for (1) one additional year.

6. 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 next contract term.

7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

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 advantageous to the County.

9. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

11. **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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **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.

d) **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.

e) **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:

Further information required for this project can be addressed to, Roli Flores, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 12, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, March 14, 2008.

EXHIBIT "B"
FEE SCHEDULE

ADDENDUM NO. 1

"HIDALGO COUNTY
STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISCELLANEOUS COUNTY OWNED SITES"
BID NO.: 08-013-03-19-ROL
Bid Opening Date: March 19, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 Page 1 of Exhibit "B" Bid Page

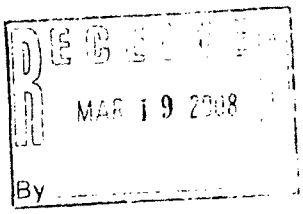
1. All items highlighted on Bid Page.

I, Juan F. Villegas, acknowledge receipt of ADDENDUM NO. 1 dated, March 17, 2008, for RFB-"HIDALGO COUNTY – STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISCELLANEOUS COUNTY OWNED SITES", date modifications.

Juan F. Villegas - Pavement Marking Inc. — Printed Bidder Name

3-18-08 — Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....



ADDENDUM EXHIBIT "B"
HIDALGO COUNTY
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES "
BID NO: 08-013-03-19-rol

BID PAGE

The following are the minimum acceptable specifications: "Striping of County Roads County Parking Lots & Misc County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$ 0.22	/lf.
4" yellow or white thermo plastic	$ 0.32	/lf.
4" reflectors yellow or white	$ 2.25	/ea.
24" white paint stripe	$ 1.80	/ea.
Thermoplastic arrows	$ 25.00	/ea.
6" x 6" Giggle Bar File, yellow or white	$ 5.80	/ea
24" white Thermoplastic stripe	$ 6.80	/lf.
Thermoplastic Words: (include) ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD and RAILROAD	$ 140.00	/ea

NOTE: All road striping is to be reflectorizied striping to meet TX DOT specifications.

The " ~~Striping of County Roads County Parking Lots & Misc County Owned Sites~~ " contract will, from now on, include the striping of parking lots which will include, but not be limited to:	
ITEM SPECIFICATION	BID PRICE
4" yellow or white non-reflectorized paint	$ 0.26 /lf.
4" yellow or white car spaces	$ 3.90 /ea.
Arrows	$ 24.00 /ea.
"Reserved" painted on curb	$ 6.00 /ea.
Handicap Symbols	$ 60.00 /ea.
Crosshatched Islands	$ 48.00 /ea.
Painted Curb	$ 0.60 /ft.
Repaint Car Stops	$ 2.00 /ea
"No Parking (3' Letters)	$ 45.00 /ea.
Handicap Symbols Pre Fab Thermal 2-color	$ 140.00 /ea
Fire Lane	$ 45.00 /ea
No parking on red curb	$ 2.00 /ea
Cross walk crossing (~~white or yellow paint~~) 12"	$ 3.40 /lf.
Cross walk crossing (~~white or yellow thermoplastic~~) 12"	$ 4.80 /lf.
~~DELETED ITEM-Parking Lot~~	$ /ea.

EXHIBIT "C"
INSURANCE

CERTIFICATE OF INSURANCE

Date(mm/dd/yy) 11/18/09

PRODUCER
VALLEY INSURANCE PROVIDERS
P.O. DRAWER 3783
MCALLEN, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: BURLINGTON INSURANCE COMPANY

INSURED
PAVEMENT MARKINGS INC

7010 NORTH FM 493
DONNA, TX 78537

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNERS & CONTRACTORS PROT	168BW15441	11/16/09	11/16/10	GENERAL AGGREGATE	$2,000,000
					PRODUCTS-COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 1,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
C	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE [ ] INCL [ ] EXCL				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
D	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

DEDUCTIBLE PER CLAIM $1,000 BI & PD

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION ON GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

COUNTY OF HIDALGO PCT # 3
724 N. BREYFOGLE
MISSION, TX 78574

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DB

SIGNATURE

NOV 19 2009

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2009

PRODUCER Valley Insurance Providers (956) 787-8536
PO Drawer 3783
McAllen TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE — NAIC #

INSURED PAVEMENT MARKINGS INC
7010 N. FM 493
Donna TX 78537

INSURER A:
INSURER B: Southern Company Mutual
INSURER C: Tower National Insurance Company
INSURER D:
INSURER E: Texas Mutual Fund Insurance Company

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
B		AUTOMOBILE LIABILITY	STC579683	06/16/2009	06/16/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	X	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X	HIRED AUTOS					
	X	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY	NUO2800422	07/27/2009	07/27/2010	EACH OCCURRENCE	$ 1,000,000
	X	OCCUR CLAIMS MADE				AGGREGATE	$ 1,000,000
		DEDUCTIBLE					$
		RETENTION $					$
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0012522501 20090615	06/15/2009	06/15/2010	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	$ 1,000,000

NOV 19 2009

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO PCT#3
FAX:565-7009
724 N. BREYFOGLE
MISSION TX 78574

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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 VALLEY INSURANCE PROVIDERS

© ACORD CORPORATION 1988

AI-20317 **12.L.**

Renewal/Extension-Type D Hot Mix

CC CONSENT

Date:	03/16/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authorinty to exercise the option to renew/extend the final year option as provided in the contract (C-09-012-04-07) for "Type D-Hot Mix Asphalt-Gravel & Limestone-Hidalgo County" between Hidalgo County and Frontera Materials, Inc., under the same rates, terms and conditions, effective April 7, 2010 thru April 6, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 20 ACCT. #: various

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

BUDGETARY IMPACT:

Purchases on an as needed basis.
see exp report for funding availability. rc

Attachments

Link: Contract for Type D Hot Mix

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 11:03 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:28 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 03:02 PM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Gricelda Villarreal Started On: 03/10/2010 04:15 PM

Final Approval Date: 03/12/2010

REQUIREMENTS AGREEMENT
C-09-012-04-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 7, 2009** and between **"Frontera Materials, Inc."**("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Type D Hot Mix Asphalt-Gravel &Limestone,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFP Packet") for a period one (1) year; and

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone"** in the areas of **HIDALGO COUNTY** projects for a period of **one(1) year** from **April 7, 2009** to **April 6, 2010** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:
FRONTERA MATERIALS, INC.
Attn: Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

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 Unites States mail.

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

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

APPROVED BY COMMISSIONERS COURT ON, 4-7-09.

APPROVED AS TO FORM:

By: Antonio Mendoza

Antonio Mendoza
Assistant District Attorney

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

VENDOR: Frontera Materials Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"
BID NO.: 2009-012-03-25-CGV
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an "as needed" basis only. This bid price will be for the duration of one (1) year with County's option to renew for an additional one (1) year.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** needed by Hidalgo County will be purchased on an as needed basis. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 **Term of Contract:** The contract will be in effect for a period of (1) one year from bid award date with County's option to extend for an additional (1) one year term.

3 **Option to Extend:** Hidalgo County reserves the right to continue this bid for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4 BID PRICE SHALL BE PER TON

5 Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6 **Method of Award:** One or more bidder(s) maybe designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

7 After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8 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.

9 The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) 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.

10 Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11 When requested, samples shall be furnished free of expense to Hidalgo County.

12 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(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

14 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.

15 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

16 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

17 **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:

a) **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.
   i) 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.
   ii) 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.
   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v) 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.

b) **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.

c) **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.

d) **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.

e) **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, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday, March 18, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, March 20, 2009.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"

VENDOR'S BID PRICE

EXHIBIT "B"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2009-012-03-25CGV

BID PAGE FORM

BID PRICE PER TON (GRAVEL): $ ~~46.90 per ton~~ Bond * 45.40 /TON Bond

BID PRICE PER TON (LIMESTONE): $ ~~46.90 per ton~~ Bond * 45.40 /TON Bond

PHYSICAL LOCATION OF PIT(S):

Gravel Mix - 3.5 miles N. of US 83 on FM 2221 La Joya, TX

Limestone Mix - 1/4 mile E. of FM 1015 on Military Hwy, Progresso TX

BIDDER/COMPANY NAME: Frontera Materials Inc.

ADDRESS: P.O. Box 1449

CITY/STATE/ZIP CODE: Elsa TX 78543

PHONE & FAX NO.'S: 956-316-8900 FAX 316-8905

CELLULAR & BEEPER NO.'S: Barrys cell: 956-607-5965

AUTHORIZED SIGNATURE: Barry M Ehlinger

PRINTED NAME: Barry M. Ehlinger

TITLE: Materials Mgr. Email address: bmefrontera@AOL.com

TERM: The contract will be in effect for a period of one (1) year from bid award date on an "As Needed Basis" with County's option to extend for an addition one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2009

PRODUCER
(210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

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
Frontera Materials, Inc.
P. O. Box 1449

Elsa TX 78543

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	25135
INSURER B: Service Lloyds Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	SPP2497178	9/1/2009	9/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP2229231	9/1/2009	9/1/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRZA19278	9/1/2009	9/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

RECEIVED
SEP 01 2009

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Pit run caliche base for Pct. 3
Bid #2008-214-08-27CGV
It is agreed that Hidalgo County is included as an Additional Insured as respects to General Liability and Auto Liability per written contract

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
100 N. Closner Blvd.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brook Crawford/DMATTH

© ACORD CORPORATION 1988

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-432-00-121-001-0-346	PCT1 SANITATION-HAULING & FREIGHT SRV	200.00	.00	.00	.00	200.00	.00
0-1100-432-00-122-001-0-346	PCT2 SANITATION-HAULING & FREIGHT SRV	500.00	.00	.00	.00	500.00	.00
0-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	30,000.00	30,000.00	.00	.00	.00	100.00
0-1201-431-00-121-005-0-346	PCT1 P/U RD-HAULING & FREIGHT SERVICES	100,000.00	77,435.79	1,585.84	1,585.84	20,978.37	79.02
0-1201-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	234,661.48	102,586.81	13,482.10	13,482.10	118,592.57	49.46
0-1201-431-00-121-007-0-346	PCT1 LATERAL RD-HAULING & FREIGHT SRV	292.94	.00	.00	.00	292.94	.00
0-1201-431-00-121-007-0-673	PCT1 LATERAL RD-R&B R&M SUPPLIES	2,097.58	.00	.00	.00	2,097.58	.00
0-1201-431-00-121-007-0-731	PCT1 LATERAL RD-ROADS	291.38	.00	.00	.00	291.38	.00
0-1201-431-00-121-019-1-731	PCT1-AGUA DULCE-ROADS	.00	390.24	.00	.00	-390.24	.00
0-1201-431-00-121-148-0-731	PCT.1-CHAPA NORTH-ROADS	271.20	271.20	.00	.00	.00	100.00
0-1201-431-00-121-149-0-731	PCT.1-CHAPA SOUTH-ROADS	271.20	271.20	.00	.00	.00	100.00
0-1202-431-00-122-006-0-346	PCT2 P/U RD-HAULING & FREIGHT SERVICES	50,000.00	44,029.44	.00	.00	5,970.56	88.06
0-1202-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	80,000.00	36,422.59	631.75	631.75	42,945.66	46.32
0-1202-431-00-122-006-0-731	PCT2 P/U RD-ROADS	338,719.06	288,096.63	.00	.00	50,622.43	85.05
0-1202-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	52,030.00	42,030.00	.00	.00	10,000.00	80.78
0-1202-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	126,576.22	89,224.17	.00	.00	37,352.05	70.49
0-1202-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00	36,208.77	.00	.00	33,791.23	51.73
0-1202-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
0-1202-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	200,000.00	.00	.00	.00	200,000.00	.00
0-1202-431-00-122-049-0-731	PCT2 TOWER RD (S. OWASSA-MINNESOTA)-ROAD	350,000.00	.00	.00	.00	350,000.00	.00
0-1202-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	15,208.74	4,118.05	.00	.00	11,090.69	27.08
0-1202-431-00-122-262-0-731	PCT2-ESPERANZA ESTATES SUBD-ROADS	3,000.00	.00	.00	.00	3,000.00	.00
0-1203-431-00-123-005-0-346	PCT3 P/U RD-HAULING & FREIGHT SERVICES	10,000.00	.00	.00	.00	10,000.00	.00
0-1203-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	53,121.88	29,101.72	4,881.40	4,881.40	19,138.76	63.97
0-1203-431-00-123-005-0-731	PCT3 P/U RD-ROADS	184,073.47	113,339.71	51,468.22	51,468.22	19,265.54	89.53
0-1203-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	99,543.78	7,697.50	.00	.00	91,846.28	7.73
0-1203-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	260,897.65	.00	.00	.00	260,897.65	.00
0-1203-431-00-123-081-0-731	PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	83,836.90	28,392.57	5,467.43	5,467.43	49,976.90	40.39
0-1204-431-00-124-007-0-346	PCT4 P/U RD-HAULING & FREIGHT SERVICES	71,793.76	39,515.90	25,963.74	25,963.74	6,314.12	91.21
0-1204-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	162,000.00	74,460.97	31,322.74	31,322.74	56,216.29	65.30
0-1204-431-00-124-007-0-731	PCT4 P/U RD-ROADS	239,813.10	92,225.68	45,500.10	45,500.10	102,087.32	57.43
0-1204-431-00-124-008-0-731	PCT4 LATERAL RD-ROADS	621.26	.00	.00	.00	621.26	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1204-431-00-124-401-0-731	PCT4 LAKEVIEW SUBVISION-ROADS	17,336.47	8,697.88	13,002.35	13,002.35	-4,363.76	125.17
0-1204-431-00-124-844-0-731	PCT2-COL ESPERANZA #2-ROADS	13,808.30	.00	.00	.00	13,808.30	.00
0-1212-452-00-122-008-0-346	PCT2 PARKS-HAULING & FREIGHT SERVICES	37,500.00	.00	.00	.00	37,500.00	.00
0-1212-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	75,000.00	6,398.84	.00	.00	68,601.16	8.53
0-1212-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
0-1213-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
0-1280-431-00-121-950-0-346	PCT1-37-0586-CR MILE ½ E-HAULING & FREIG	366.59	366.59	.00	.00	.00	100.00
0-1280-431-00-121-951-0-346	PCT1-37-0590-CR MILE 15½ E-HAULING & FRE	470.96	470.96	.00	.00	.00	100.00
0-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	27.98	.00	.00	.00	100.00
0-1280-431-00-121-952-0-346	PCT1-37-0602-CR MILE 19 RD-HAULING & FRE	12,896.00	.00	.00	.00	12,896.00	.00
0-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	.00	.00	.00	6,000.07	.00
0-1280-431-00-121-953-0-346	PCT1-38-0599-RANCHO TOLUCA RD-HAULING &	735.09	735.09	.00	.00	.00	100.00
0-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	39.66	.00	.00	.00	100.00
0-1280-431-00-121-954-0-346	PCT1-39-0600-CR MILE 5½ RD-HAULING & FRE	11,332.00	.00	.00	.00	11,332.00	.00
0-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	.00	.00	.00	5,000.54	.00
0-1280-431-00-121-955-0-346	PCT1-39-0601-CR MILE 7 RD-HAULING & FREI	549.67	549.67	.00	.00	.00	100.00
0-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	11.14	.00	.00	.00	100.00
0-1280-431-00-121-956-0-346	PCT1-40-0615-CR 2812-HAULING & FREIGHT	7,336.00	.00	.00	.00	7,336.00	.00
0-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	.00	.00	.00	3,500.44	.00
0-1280-431-00-121-957-0-346	PCT1-40-0717-CR MILE 14 RD-HAULING & FRE	7,302.00	.00	.00	.00	7,302.00	.00
0-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
0-1280-431-00-121-958-0-346	PCT1-40-0718-CR MILE 12½ E-HAULING & FRE	14,715.00	.00	.00	.00	14,715.00	.00
0-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	.00	.00	.00	6,000.39	.00
0-1280-431-00-121-959-0-346	PCT1-40-0721-CR MILE 15 RD-HAULING & FRE	4,543.00	.00	.00	.00	4,543.00	.00
0-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	.00	.00	.00	2,400.12	.00
0-1280-431-00-121-960-0-346	PCT1-48-0610-CR MILE 1½ E-HAULING & FREI	514.61	514.61	.00	.00	.00	100.00
0-1280-431-00-121-961-0-346	PCT1-48-0656-CR 3350-HAULING & FREIGHT	3,797.00	.00	.00	.00	3,797.00	.00
0-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
0-1280-431-00-121-962-0-346	PCT1-48-0711-CR MILE 3 E-HAULING & FREIG	4,424.00	.00	.00	.00	4,424.00	.00
0-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	.00	.00	.00	2,000.62	.00
0-1280-431-00-121-963-0-346	PCT1-49-0709-CR MILE 20 RD-HAULING & FRE	968.70	968.70	.00	.00	.00	100.00
0-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	99.70	.00	.00	.00	100.00
0-1280-431-00-121-964-0-346	PCT1-53-0645-CR MILE 11 N RD-HAULING & F	484.39	396.51	.00	.00	87.88	81.86

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1280-431-00-121-965-0-346	PCT1-53-0659-MARRO RD-HAULING & FREIGHT	3,000.00	.00	.00	.00	3,000.00	.00
0-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	.00	.00	.00	1,500.27	.00
0-1280-431-00-121-966-0-346	PCT1-53-0660-VALDEZ RD-HAULING & FREIGHT	8,293.75	8,293.75	.00	.00	.00	100.00
0-1280-431-00-121-966-0-673	PCT1-53-0660-VALDEZ RD-R&B R&M SUPPLIES	3,317.50	3,317.50	.00	.00	.00	100.00
0-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	48.11	.00	.00	.00	100.00
0-1280-431-00-121-968-0-346	PCT1-56-0696-ENGLEMAN RD-HAULING & FREIG	9,412.50	.00	.00	.00	9,412.50	.00
0-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	3,765.00	.00	.00	.00	3,765.00	.00
0-1311-431-00-121-071-1-731	BARBOSA LOPEZ #1-ROADS	72,075.20	44,792.94	13,866.54	13,866.54	13,415.72	81.39
0-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
0-1311-431-00-121-105-1-731	BERNAL-ROADS	654.64	.00	.00	.00	654.64	.00
0-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
0-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
0-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00
0-1311-431-00-121-571-0-731	PUESTA DEL SOL-ROADS	129,187.07	65,330.64	8,021.10	8,021.10	55,835.33	56.78
0-1311-431-00-121-631-0-731	ROSEDALE HEIGHTS-ROADS	4,030.05	.00	.00	.00	4,030.05	.00
0-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00
0-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	24,184.56	14,900.48	9,422.77	9,422.77	-138.69	100.57
0-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
0-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
0-1311-431-00-122-620-0-731	ROADRUNNER #2-ROADS	9,046.04	.00	.00	.00	9,046.04	.00
0-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
0-1311-431-00-122-740-0-731	TINY ACRES-ROADS	53,118.24	.00	.00	.00	53,118.24	.00
0-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00
0-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72	.00
0-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94	.00
0-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37	.00
0-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88	.00
0-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16	.00
0-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92	.00
0-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59	.00
0-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
0-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
0-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1311-431-00-124-482-0-731	MORNING SIDE ESTATES-ROADS	1,774.14	.00	.00	.00	1,774.14	.00
0-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
0-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
0-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
0-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	5,972.55	.00	.00	.00	5,972.55	.00
0-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
0-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	69,226.50	.00	.00	.00	69,226.50	.00
0-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	67,032.90	66,761.70	.00	.00	271.20	99.60
0-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	66,048.15	65,776.95	.00	.00	271.20	99.59
0-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	32,576.50	.00	.00	.00	32,576.50	.00
0-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	64,076.00	.00	.00	.00	64,076.00	.00
0-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
0-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
0-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	38,012.50	.00	.00	.00	38,012.50	.00
0-1312-431-00-121-232-0-731	COLONIA BOYCE-ROADS	97,924.00	.00	.00	.00	97,924.00	.00
0-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	88,200.00	73,065.00	.00	.00	15,135.00	82.84
0-1312-431-00-121-362-0-731	L & P-ROADS	48,180.52	.00	.00	.00	48,180.52	.00
0-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	92,324.50	.00	.00	.00	92,324.50	.00
0-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	58,263.70	45,671.49	.00	.00	12,592.21	78.39
0-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
0-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	42,764.98	.00	40,863.12	40,863.12	1,901.86	95.55
0-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	35,373.00	.00	31,573.50	31,573.50	3,799.50	89.26
0-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
0-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	30,919.00	.00	.00	.00	30,919.00	.00
0-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	54,466.50	.00	.00	.00	54,466.50	.00
0-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
0-1312-431-00-121-860-0-731	CHAPA #2-ROADS	181,286.00	.00	.00	.00	181,286.00	.00
0-1312-431-00-121-895-0-731	MARY ANN-ROADS	152,036.00	.00	.00	.00	152,036.00	.00
0-1312-431-00-121-896-0-731	MCKEE #1-ROADS	53,328.00	.00	.00	.00	53,328.00	.00
0-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	85,902.04	85,824.00	.00	.00	78.04	99.91
0-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	93,441.06	.00	.00	.00	93,441.06	.00
0-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	3,126.41	.00	.00	.00	3,126.41	.00
0-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	8,105.44	.00	.00	.00	8,105.44	.00
0-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	157,973.34	.00	.00	.00	157,973.34	.00
0-1312-431-00-122-937-0-731	ALDAMAS SUBD 1 & 2-ROADS	221,310.94	.00	.00	.00	221,310.94	.00
0-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	.00	.00	.00	92,800.00	.00
0-1312-431-00-123-079-0-731	BASHAM #14-ROADS	140,015.25	.00	.00	.00	140,015.25	.00
0-1312-431-00-123-082-0-731	BASHAM #18-ROADS	67,467.73	.00	41,854.50	41,854.50	25,613.23	62.04
0-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
0-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	42,656.46	.00	.00	.00	42,656.46	.00
0-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	84,176.06	65,215.85	.00	.00	18,960.21	77.48
0-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
0-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	161,208.41	.00	.00	.00	161,208.41	.00
0-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	361,438.75	.00	.00	.00	361,438.75	.00
0-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
0-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
0-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
0-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
0-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	.00	.00	.00	59,889.34	.00
0-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
0-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
0-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	264,777.00	.00	.00	.00	264,777.00	.00
0-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	93,836.25	.00	.00	.00	93,836.25	.00
0-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	96,647.00	.00	.00	.00	96,647.00	.00
0-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	81,503.20	.00	.00	.00	81,503.20	.00
0-1312-431-00-124-844-0-731	COL ESPERANZA #2-ROADS	57,100.00	.00	.00	.00	57,100.00	.00
0-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
0-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
0-1312-431-00-124-886-0-731	LABORSITA-ROADS	37,307.18	36,520.00	.00	.00	787.18	97.89
0-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	176,640.45	176,640.45	.00	.00	.00	100.00
0-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	3,746.95	3,746.95	.00	.00	.00	100.00
0-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	368,122.52	75,811.28	.00	.00	292,311.24	20.59
0-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
0-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00
0-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	328,655.56	183,219.95	.00	.00	145,435.61	55.75
0-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
0-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	112,705.00	112,705.00	.00	.00	.00	100.00
0-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
0-1336-431-00-123-080-0-731	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS	77,165.00	49,665.00	.00	.00	27,500.00	64.36
0-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	50,000.00	50,000.00	.00	.00	.00	100.00
0-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
0-1336-431-00-124-035-0-731	CO,2006-PCT4 WALLACE(FM1925-FM490)-ROADS	44,192.00	.00	.00	.00	44,192.00	.00
0-1339-431-00-121-058-0-731	CO2009-PCT1 VICTORIA(M9½N-M12N)-ROAD	186,566.00	.00	.00	.00	186,566.00	.00

AI-20289 **12.M.**

COOP Vendors List, Monitoring Services & Software License Renewals

CC CONSENT

Date:	03/16/2010
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 with Superior Alarms for the Tax Office-Mcallen Auto License Substation. effective 1/1/2010-12/31/2012

Requisition	Location	Conditions Monitored	Lease Term	Monthly	Account Number
170388	300 E. Hackberry, McAllen, TX	Burglar, Panic & Low Battery	3 years	$15.00	01100415151400010413

3. Requesting authority to purchase computer software, (15) VoteSafe e-pollBooks and Project Management Software as an add-on to the existing equipment through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor Votec for the Elections Department through requisition #171623 for the amount of $12,000.00

4. Requesting authority to renew existing software licenses with PJ Technologies, Inc. for the (I. T.) Information Technology Dept. for the following software, goverlan remote admin. & goverlan remote control through requisition #170195 for the amount of $3,335.05 effective upon approval (01100415002000020336)

5. Requesting authority to enter into an Annual Software Support Renewal Agreement with (ESRI) Environmental Systems Research Institute for the (I. T.) Information Technology Department through the following requisition #170991 for the following services. (01100415002000020336)

Requisition	Maintenance	Start	End	Amount
170991	ArcInfo Concurrent Use Secondary Maintenance	2/1/2010	10/03/2010	$805.48
170991	ArcView Single Use Primary Maintenance	3/30/2010	10/03/2010	$206.03

170991	ArcView Single Use Secondary Maintenance	3/30/2010	10/03/2010	$154.52

6. Requesting authority to enter into an Annual Software Support Renewal Agreement through our membership/participation with (DIR) Department of Information Resources awarded vendor DLT Solutions, Inc. contract #DIR-SDD-513 for the Planning Department through the following requisition #168253. Effective: 4/26/2010 – 4/25/2011 (01100419102100010336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$180.00 available funding in req.# 170388 as of 03/12/10. rc

FISCAL YEAR: 2010 ACCT. #: 2009 CHAPTER 19
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
0-1283-414-00-130-018-8-667- 2008 CHAPTER 19-MINOR SOFTWARE: $6,532.90 available balance in req# 0171623
0-1283-414-00-130-018-9-667- 2009 CHAPTER 19-MINOR SOFTWARE: $5,467.10 available balance in req# 0171623

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$3,335.05 available balance in req#170195 as of 03/12/10. rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$1,166.03 in req.# 170991 as of 03/12/10. rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-10-210-001-0-336
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$4,118.43 in req.# 168253 as of 03/12/10. rc

Attachments

Link: Updated Exhibit A
Link: Chemsearch TASB
Link: Tax Office-McAllen-Superior Alarms

Link: Superior Alarms Terms & Conditions

Link: Votec-Elections Software Add-on

Link: PJ Technologies IT

Link: ESRI IT

Link: DLT PLANNING

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:25 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:26 PM	APRV
3	Rosalinda Cantu	Angela Garcia	03/12/2010 01:12 PM	APRV
4	Matilde Faz	Angela Garcia	03/12/2010 01:35 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	03/12/2010 02:10 PM	APRV
6	Auditor's Office		03/12/2010 04:46 PM	NEW

Form Started By: Matilde Faz Started On: 03/09/2010 04:19 PM

Final Approval Date: 03/12/2010

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor* Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div Of NCH	**Water Treatment Chemicals & Equipment**	**288-08**
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
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07

SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Apothecus Pharmaceutical Corp.	**Contraceptives**	**269-A4**
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
Midwest Medical Supply	**Hospitals Sundries (Disposables) including syringes**	**475-A1**
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48”	505-A2 665-A2
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236 235 838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 890
SHI Government Solutions	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

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	9-71I030
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
A & B Communications	Communications Equipment & Services	RA01-08

***Denotes: New Vendor added for approval**

Consent # 20289
3/16/10

Vendor Contract Information

Proposal Documents

Back

Vendor: Chemsearch, A Div Of NCH
Address: P.O. Box 152170
Irving, TX 750152170
Phone: (972) 438-0511
Contact: Deb Hall
Email: debhall@nch.com
Website: www.chemsearch.com
Federal ID: 75-0457200
Accepts RFQs: Yes
Contract: Water Treatment Chemicals & Equipment #288-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 10 days
Delivery Days: 7
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
288-08
Regions Served: All Texas Regions
States Served: Texas
Vendor Exceptions: None
Return Policy: 1 year from ship date with approval.

[Log Out]

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Reg 170388

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
6439		Pena

SUBSCRIBER

NAME: Hidalgo County Licence Sub-Station
ADDRESS: P.O. Drawer 178 (STREET)
CITY: Edinburg STATE: TX SUITE/APT. NO: ZIP CODE: 78540
TEL. NO. (956 686-7277 ( )
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 300 E. Hackberry 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	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	McAllen Police Dept.	( )
	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							

Early Open Allowance ___
Late Open Allowance ___
Late Close Allowance ___
Mailed to: ___

Activity Report ☐ Yes ☐ No ☐ Monthly

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee $ 180.00 + tax

6 No. of payments equal payments of $ 90.00, each payable Sem on the 1st day of Dec - May, beginning Dec 1, 09, and continuing regularly and Sem 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 ___
For Office Use Only Typed by ___ Checked by ___

SIGN HERE

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

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 ___

Approved by: ___
Date ___

T S MOORE PRINTING 956.687.6868 12/09

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified," with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location Of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall **only** monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees **only** (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities To Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, called the "Service"); provided, however, that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported, and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter called the "fee") set forth under heading "Fees • Term • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the Initial Term set forth in the heading "Fees • Term • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and the method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of Initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due, (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the Service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage which Company may suffer by reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber, in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonably impracticable. The Company has and assumes no liability for interruption of Service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

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 CIRCUM VENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with [illegible] and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming [illegible] whatsoever [illegible] except to the extent specified in Paragraph E, below. Subscriber acknowledges and [illegible] not insurers and that the fees are not designed to provide insurance coverage. COMPANY [illegible] NTY, REPRESENTATION OR WARRANTY, IN[illegible] ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A[illegible]R PURPOSE [illegible], OTHERWISE, TO SUBSCRIBER, THAT [illegible] WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY 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 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.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company, and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

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.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") 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, HEREIN 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.

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 WARRANTIES, 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.

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement or sub-contract its obligations and rights under this Agreement in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that: (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this Agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may now or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claim), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) above) and (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the context otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, with or without cause", or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act, in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable and any such refusal or exercise shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

Requisition

Req # 00171623

PO #

Date: 03/03/10

Consent
20289
3/16/10

Bill To: x
x

Vendor : 344877
VOTEC CORPORATION
16980 VIA TAZON #110
SAN DIEGO CA 92127
FAX (858)674-6050

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2570

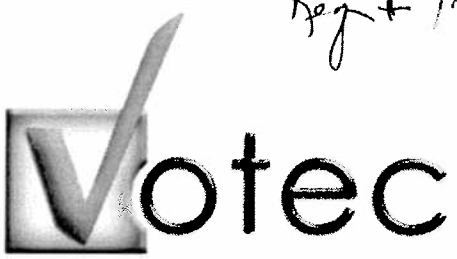
Contract No: DIR-SDD-937

Special Instructions:
REQ. # 45

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER THE DIR-SDD-937 CATALOG PRICING DO NOT DUPLICATE ORDER		
15.00	EACH	VOTE-SAFE E-POLLVOOK SOFTWARE (PER/LICENSE)	900.00	13,500.00
1.00	EACH	OTHER SERVICES PROJECT MANAGEMENT 15 @ 750.	.00	.00
1.00	EACH	SHIPPING ENCLUDED	.00	.00
15.00	EACH	TEXAS STATE DISCOUNT 15 X 100	-100.00	-1,500.00
		Account No	Encumbrance	
		0-1283-414-00-130-018-8-667	6,532.90	
		0-1283-414-00-130-018-9-667	5,467.10	
			Freight	.00
			Total	12,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 171623



State Contract DIR-SDD-937

VoteSafe™ Sales Order Agreement- Add-on Orders

County/State: HIDALGO COUNTY TEXAS

Estimated Delivery Date: 03/30/2010

Product Description	Quantity	Unit Price	Total Price
VoteSafe e-PollBook Software (Including 2.00% DIR discount)	15	$882.00	$13,230.00
Additional existing customer discount	15	$ 82.00	$ 1,230.00
Shipping	15	Included	Included
Total Software Price			**$12,000.00**

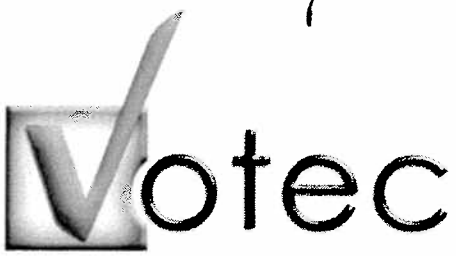
All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty. Annual license fees will commence at 20% per unit per year after expiration of standard warranty.

Customer Signature Date

VOTEC Signature Date

1602 KENDALL COURT • CEDAR PARK • TX 78613 • 1-877-833-5432 • MAIN OFFICE 1-800-348-6832

Req # 171623



State Contract DIR-SDD-937

VoteSafe™ Sales Order Agreement- Add-on Orders

County/State: HIDALGO COUNTY TEXAS

Estimated Delivery Date: 03/09/2010

Product Description	Quantity	Unit Price	Total Price
Vote-Safe e-PollBook Software (per License)	15	$900.00	$13,500.00
Other Services			
Project Management (per day)	0	$750.00	$0.00.00
Shipping		Included	
TEXAS STATE DISCOUNT (per unit)	15	$100.00	($1,500.00)

Total Software Price **$12,000.00**

All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty. Annual license fees will commence at 20% per unit per year after expiration of standard warranty.

Customer Signature Date

VOTEC Signature Date

1602 KENDALL COURT • CEDAR PARK • TX 78613 • 1-877-833-5432 • MAIN OFFICE 1-800-348-6832

Req# 171623

VR Request for Purchase Approval to Use Chapter 19 Fund[illegible]1.13

APPROVED 02-05-2010 KC

* please use latest req. form in future

Date: February 4, 2010 County Name: Hidalgo County

Voter Registrar's Name: Yvonne Ramon

Check one or all that apply to this request:

- [x] **Increase the number of registered voters in the State**
- [x] **Maintain and report an accurate list of the number of registered voters**
- [x] **Increase the efficiency of the voter registration office through the use of technological equipment**

INTRODUCTION - PURPOSE FOR THE PURCHASE

Product Name/Number:	Anticipated Cost:
Vote-Safe e-Poll Book Software (per License)	15 @ 900.00= $13,500.00
Project Management (per day)	0 @ 750.00= $0.00
Texas State Discount	15 @ 100.00= $(1,500.00)
	Total Cost= $12,000.00

HOW WILL THE PURCHASE ENHANCE THE VOTER REGISTRATION PROCESS?

The purchase of the Vote-Safe Electronic Poll Book will increase the number of registered voters in the State by allowing the Elections department to keep accurate lists and be fully informed at all times. The voters will also benefit from this program by being more informed. This program will enable our department to be more efficient and effective by using technological equipment during the elections process.

ACTIVITY/PROCESS - WHAT PERCENTAGE OF TIME WILL THIS PURCHASE BE USED BY THE VR DEPARTMENT? PLEASE PROVIDE AN EXAMPLE AND OUTLINE BELOW

EXAMPLE OF VR USAGE: 100%

WHAT OTHER AREA'S WILL HAVE ACCESS AND USAGE OF THIS PRODUCT OR SERVICE?: NONE

CONCLUSION - PROVIDE A DETAILED EXPLANATION OF PURCHASE AND WHY IT SHOULD BE CONSIDERED FOR THE USE OF CHAPTER 19 FUNDS?

This purchase will assist us in keeping an accurate and efficient record of our voters by helping us keep this important information organized and up to date. This program will allow our department to keep tabs on the voters and ensure that laws are not broken. By purchasing this program, the department will be able to be more organized and have a wonderful tool aid us in accomplishing our duties.

SOS APPROVAL: DID REQUEST STATE ONE OF THE FOLLOWING, CHECK ONE OR ALL THAT APPLY

- ☐ Increase the number of registered voters in the State
- ☐ Maintain and report an accurate list of the number of registered voters
- ☐ Increase the efficiency of the voter registration office through the use of technological equipment

_____ Approved ☐ Disapproved

EFM, Manager

Reg #11623



< Return to search results

VOTEC Corporation

URL Vendor Website
Vendor ID 1942618399200
HUB Type Non HUB

DIR Contract Number DIR-SDD-937
Contract Term End Date 3/27/2010
Contract Exp Date 2/27/2013

VOTEC Corporation
Contact John Medcalf
Phone (800) 348-6832
Fax 858-674-6050

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the VOTEC Corporation website or contact John Medcalf at (800) 348-6832.
2. Generate a purchase order, made payable to VOTEC Corporation. You must reference Contract Number **DIR-SDD-937** on your purchase order.
3. Fax your purchase order and quote form to VOTEC Corporation at 858-674-6050.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-937

Standard Terms and Conditions PDF - 136 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 78 KB | Updated 02/16/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 13 KB | Updated 02/16/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available Brands

VOTEC Software

Available Products & Services

Software

< No thanks, return to search

Additional Contract Information

Appendix D, Software License Agreement (30 KB)
Appendix E, Service Agreement (30 KB)
Amendment 1 (18 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
512.475.4700

© Department of Information Resources 2009

27	VEMACS TAX ASSESSOR-COLLECTOR VERSION -License fee (based on the number of active registered voters for the preceding November election)			
28	1-10,000 RV (Registered Voters)	$0.60	64.6667%	$0.20
29	10,001-20,000 RV	$0.55	61.6364%	$0.20
30	20,001-35,000 RV	$0.50	58.0000%	$0.20
31	35,001-60,000	$0.45	53.5556%	$0.20
32	60,001-100,000	$0.40	48.0000%	$0.20
33	100,001-200,000	$0.35	40.8571%	$0.20
34	200,001-400,000	$0.30	31.3333%	$0.20
35	400,001-800,000	$0.25	18.0000%	$0.20
36	800,001+	$0.20	0.0000%	$0.20
37				
38	VOTESAFE - Electronic PollBook software (per copy)	$900.00	2.0000%	$882.00
39				
40	**Services**			
41				
42	VOTESAFE - Data Conversion (one time charge for entities not using VEMACS. Price is waived for entities using VEMACS)	$2,500.00	2.0000%	$2,450.00
43	VOTESAFE - Project Management (per day)	$750.00	2.0000%	$735.00
44	VOTESAFE - Customization (hourly rate)	$210.00	2.0000%	$205.80

Requisition

Req # 00170195

PO #

Date: 02/04/10

Consent
#20289
3/16/10

Bill To: x
x

Vendor : 350893
PJ TECHNOLOGIES, INC.
7621 SW 54TH AVE.
MIAMI FL 33143
FAX (800)570-8594

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Goverlan Remote Admin Suite v7.x-eDownload	629.10	629.10
2.00	EACH	Goverlan Remote Control v7.x-eDownload (10% discount applied)	269.10	538.20
1.00	EACH	9 months maintenance for new Goverlan Remote Admin Suite License	149.25	149.25
2.00	EACH	9 months maintenance for new Goverlan Remote Control license	66.75	133.50
5.00	EACH	1 Yr maintenance renewal for existing Goverland Remote Admin Suite Licenses	199.00	995.00
10.00	EACH	1 Yr maintenance renewal for existing Goverlan Remote Control Licenses	89.00	890.00
		Account No	Encumbrance	
		0-1100-415-00-200-002-0-336	3,335.05	
			Freight	.00
			Total	3,335.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		2009-616667		
594938		CC 2007 Regular 11/20/07		

Authorized By: _____

PJ Technologies, Inc.
7621 SW 54th Avenue, Miami, FL 33143-5848
Phone 888.330.4188 / +1 (786) 268.3517
Fax 800.570.8594 / +1 (646) 349.3944
Sales@pjtec.com

Price Quote

DATE: JANUARY 28, 2010

TO: Stan Ramos
County of Hidalgo, Texas
100 E. Cano 4th Floor
Edinburg TX, 78539

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL
1	PJP-GOV109	*Goverlan Remote Admin Suite v7.x – eDownload (10% discount applied)	$629.10	$629.10
2	PJP-GRC109	*Goverlan Remote Control v7.x – eDownload (10% discount applied)	$269.10	$538.20
1	PJP-GOV109GMS1	9 months maintenance for new Goverlan Remote Admin Suite license	$149.25	$149.25
2	PJP-GRC109GMS1	9 months maintenance for new Goverlan Remote Control license	$66.75	$133.50
5	PJP-GOV109GMS1	1 Yr maintenance renewal for existing Goverlan Remote Admin Suite licenses	$199.00	$995.00
10	PJP-GOV109GMS1	1 Yr maintenance renewal for existing Goverlan Remote Control licenses	$89.00	$890.00
			SUBTOTAL	$3,335.05
			SALES TAX	$0.00
			TOTAL COST (IN USD)	**$3,335.05**

** Includes a 3 month complimentary Goverlan Maintenance Subscription (GMS). An extended 1 or 2 year GMS can only be purchased within these initial 90 days. To read about the GMS program, please see: http://www.goverlan.com/Maintenance.*

Req # 170195

Consent # 20258 3/16/10

SHI

Pricing Proposal
Quotation #: 3610284
Created On: Mar-05-2010
Valid Until: Mar-31-2010

Hidalgo County

Stan Ramos
Phone: (956)-292-7010
Fax:
Email: Stan.Ramos@co.hidalgo.tx.us

Inside Sales Representative

Jeff DeModna
1301 South Mo-Pac Expressway
Ste 375
Austin, Tx 78746
Phone: 800- 870-6079
Fax: 512-732-0232
Email: Jeff_DeModna@gs.shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Goverlan Remote Admin Suite v7.x â€“ eDownload PJ Technologies - Part#: PJPâ€ G OV109	1	$670.00	$670.00
2	Goverlan Remote Control v7.x â€“ eDownload PJ Technologies - Part#: PJPâ€ G RC109	2	$287.00	$574.00
3	9 months maintenance for new Goverlan Remote Admin Suite license (expires Mar 5th 2011 PJ Technologies - Part#: PJPâ€ G OV109GMS1	1	$159.00	$159.00
4	9 months maintenance for new Goverlan Remote Control license (expires Mar 5th 2011) PJ Technologies - Part#: PJPâ€ G RC109GMS1	1	$72.00	$72.00
5	1 Yr maintenance renewal for existing Goverlan Remote Admin Suite licenses (expires Feb 26th 2011) PJ Technologies - Part#: PJPâ€ G OV109GMS1	5	$210.00	$1,050.00
6	1 Yr maintenance renewal for existing Goverlan Remote Control licenses (expires Feb 26th 2011) PJ Technologies - Part#: PJPâ€ G OV109GMS1	10	$94.00	$940.00
			Total	$3,465.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Tuesday, February 23, 2010 3:41 PM
To: matilde.faz@co.hidalgo.tx.us
Subject: FW: Goverlan

Hi Maty,

Quotes for Req. 170195 (PJ Technologies)

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Tuesday, February 23, 2010 11:16 AM
To: edna.kirby@co.hidalgo.tx.us
Subject: FW: Goverlan

From: Jay Carlile [mailto:jaycar@cdwg.com]
Sent: Tuesday, February 23, 2010 10:50 AM
To: Stan Ramos
Subject: Goverlan

Stan,

Please accept this email as a 'no bid' letter for your reqest of Goverlan, as we do not carry that manufacturer. Sorry about that.

Jay B. Carlile
Sr. Account Manager
CDWG
The Right Technology, Right Away
Direct Toll Free: 866-224-6448
Direct Phone: 312-705-9592
Direct Fax: 312-705-9492
Email: jaycar@cdwg.com
http://www.cdwg.com

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Tuesday, February 23, 2010 3:42 PM
To: matilde.faz@co.hidalgo.tx.us
Subject: FW: GoverLAN Quote

Hi Maty,

Quote for Req. 170195 (PJ Technologies)

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Tuesday, February 23, 2010 10:49 AM
To: edna.kirby@co.hidalgo.tx.us
Subject: FW: GoverLAN Quote

From: Carlos-Montanez [mailto:CMontanez@techdepot.com]
Sent: Tuesday, February 23, 2010 9:10 AM
To: Stan Ramos
Subject: GoverLAN Quote

Good Morning Stan,

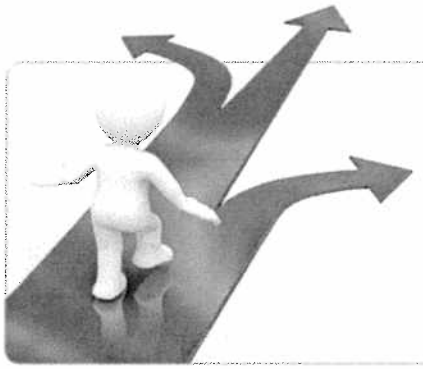
I hope all is well. Unfortunately we do not carry GoverLAN products. Thanks for the opportunity and I look forward to working with you in the future.

Carlos Montañez
District Sales Manager - Public Sector
Tech Depot by Office Depot
6 Cambridge Drive
Trumbull, CT 06611
Phone: 888.251.4278
Fax: 888.251.4058
Email: cmontanez@techdepot.com

US Communities RQ 09-997736-42C/HP DIR-SDD-223 / DIR-SDD-792/TCPN# R4716 / Erate# 143023342

Delivering Winning Solutions That Inspire Worklife

Reg# 170195



Maintenance

The road ahead ...

Maintenance Subscriptions are a great way to guarantee that you receive continuous quality of service while reducing your total cost of ownership.

Our maintenance program provides your organization with the most up-to-date software updates & upgrades at a significantly reduced cost

Increase your ROI

Maintenance subscriptions cover 12/24 months of major software releases and provide you with these benefits:

- ✓ Save on version upgrades
- ✓ Priority Telephone Support
- ✓ One easy payment

MORE INFORMATION

For more information about this maintenance program, email **Sales@pjtec.com**

What is the Goverlan Maintenance Subscription (GMS)?

A 12 month subscription (non-refundable) that entitles your company to receive all minor and major upgrades to the Goverlan product under license. It also guarantees swift technical support response time via priority email and telephone support.

To ensure that you have a smooth introduction and trouble-free implementation, the purchase of Goverlan includes a free maintenance subscription for 90 days.

buy now online

- ▶ buy new product licenses + maintenance
- ▶ buy maintenance for existing licenses

Do I need to Purchase a GMS to use Goverlan?

No. The purchase of a GMS is a value-added option. However, if you do not own a GMS, you will only be able to download software maintenance updates (bug fixes) and technical support will only be provided via email (no phone support). When a new version is released, you will need to pay the full upgrade cost applicable for each product.

For new Goverlan licenses, an initial 90-day maintenance subscription is offered free-of-charge to ensure that you have a smooth introduction and trouble-free implementation. During these initial 90 days, you will have full access to our qualified technical staff and resources.

How much is the GMS?

The GMS cost is based on the current retail price of the Goverlan product. You can purchase a 1 or 2 year GMS. The advantage of buying a 2 year subscription is that the maintenance cost is locked-in even if Goverlan prices increase.

The table below shows GMS costs based on current Goverlan v7 prices.

Current Annual Subscription Price List

Type	Goverlan Administration Suite	Goverlan Remote Control
1 year	$199	$89
2 years	$398	$178

What if I purchase additional licenses during my current GMS period?

If you purchase additional user licenses which you would like included under your current GMS, you will be charged a prorated maintenance amount for the additional licenses based on the number of months left before renewal*.

* Since the purchase of a new license automatically includes 3 months of free maintenance, the prorated amount may be null.

Reg # 170195

When Should I Purchase the GMS?

You must purchase a GMS within the first 3 months from your original purchase date. The 12 month subscription starts after the initial 3 month period from the original license purchase date.

It doesn't matter if you purchase the GMS on Day 1 or Day 89. However, for convenience, it is best to purchase the GMS at the same time as you purchase the new license(s).

How Long Do I Have To Renew GMS Once It Expires?

GMS's are not automatically renewed. We will send you an email notification prior to your GMS expiration date.

Once your GMS expires, you have 30 days to renew your GMS. During this 30 day period, you are not covered by your GMS. After 30 days, your GMS will be cancelled. You will have to pay the full upgrade cost when the next version is released and then you will have 90 days to purchase a new GMS.

Contact Legal Notice Site Map

[illegible] PJTEC Technologies, Inc. All rights reserved.

COUNTY of HIDALGO
Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539-3587
ph: 956-318-2151
fx: 956-318-2152



EDINBURG, TEXAS 78539

MEMORANDUM

TO: Purchasing Dept., ATTN: Ms. Matilde Faz

FROM for Renan Ramirez, IT Dept., CIO Shan Ramos

DATE: 06 Nov 07

SUBJECT: Usage of New Software

1. This department is currently requesting approval to purchase PJP Goverlan Remote Administrative Software which would enhance this department's productivity.

2. This software would enable this department to troubleshoot and correct computers remotely and cut down on travel time.

3. If any more information is warranted do not hesitate to call Ruben R. Flores at 292.7010 x6018.

Stan.Ramos

From: Judy Lee [jlee@pjtec.com]
Sent: Wednesday, November 07, 2007 8:30 AM
To: stan.ramos@co.hidalgo.tx.us
Subject: Goverlan E-Delivery

Hi Stan,

As per our conversation this morning, the end product is delivered electronically within 24 hours of receiving a purchase order. You will receive (via email) a Goverlan activation code, valid for the number of user licenses your organization has purchased. There will be a link in the email confirmation describing how to activate your product.

The latest version of the Goverlan software is always available to download from our website. You should regularly check for new software updates (fixes/enhancements). Any new v6.x update is free of charge.

If you have any questions or need anything else, please don't hesitate to contact me.

Best Regards,
Judy Lee, Sales Department
PJ Technologies, Inc.
www.pjtec.com

Tel: (888) 330 4188 x83
Fax: (800) 570 8594

Please consider the environment before printing this e-mail.

Requisition

Req # 00170991

PO #

Date: 02/18/10

Consent
20289
3/16/10

Bill To: x
x

Vendor : 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'
INC.
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)335-8233

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quotation # 25410418		
		DO NOT DUPLICATE ORDER		
1.00	EACH	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 02/01/2010 End Date: 10/03/2010	805.48	805.48
1.00	EACH	87192 ArcView Single Use Primary Maintenance Start Date: 03/30/2010 End Date: 10/03/2010	206.03	206.03
1.00	EACH	87193 Arc View Single Use Secondary Maintenance Start Date: 03/30/2010 End Date: 10/03/2010	154.52	154.52
		Account No	Encumbrance	
		0-1100-415-00-200-002-0-336	1,166.03	
			Freight	.00
			Total	1,166.03
		DO NOT DUPLICATE ORDER		

Authorized By: _____

Req #170991

380 New York Street
REDLANDS, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 02/17/2010 **Quotation Number:** 25410418

Send Purchase Orders To:
ESRI, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:
ESRI Inc.
File #54630
Los Angeles, CA 90074-4630

COUNTY OF HIDALGO
INFORMATION TECHNOLOGY
4TH FL
100 E CANO ST
EDINBURG TX 78540

Customer Number: 230097
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 02/01/2010 End Date: 10/03/2010	805.48	805.48
20	1	87192 ArcView Single Use Primary Maintenance Start Date: 03/30/2010 End Date: 10/03/2010	206.03	206.03
30	1	87193 ArcView Single Use Secondary Maintenance Start Date: 03/30/2010 End Date: 10/03/2010	154.52	154.52

Subtotal	1,166.03
Estimated Tax	0.00
Total	**$ 1,166.03**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Barbara Walker **Ext:** 3936

[DILEOJ]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
REDLANDS, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 02/17/2010 **Quotation Number:** 25410418 **Customer Number:** 230097

Item	Qty	Material#	Unit Price	Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether ESRI is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

_____ _____

Signature of Authorized Representative Date

_____ _____

Name (Please Print) Title

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Issued By: Barbara Walker **Ext:** 3936

[DILEOJ]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

Requisition

Req # 00168253

PO #

Date: 01/07/10

Consent # 20289 3/16/10

Bill To: x
x

Vendor : 272671
DLT SOLUTIONS, INC.
P.O. BOX 102549
ATLANTA GA 30368
FAX (703)709-8450

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: **irma castillo**
956-318-2840

Contract No:

Special Instructions:
Req# 17

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		as per Quote #3347196 DO NOT DUPLICATE ORDER		
3.00	EACH	9701-0108nr1 Three AutoCAD 2010 Subscription Renewal - 1 Year from April 26, 2010 to April 25, 2011 Subscription Renewals with Technical Support	427.52	1,282.56
3.00	EACH	9701-0430nr1 Three Civil 3D 2010 Subscription renewal - 1 year from April 26, 2010 to April 25, 2011 Subscription Renewals with Technical Support	945.29	2,835.87
		Account No	Encumbrance	
		0-1100-419-10-210-001-0-336	4,118.43	
			Freight	.00
			Total	4,118.43
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DLT SOLUTIONS

Price Quotation

Quote: 3347196
Reference: 534017
Date: 03/11/2010
Expires: 03/15/2010

To: Ms. Irma Celia Castillo
Hidalgo County Planning Dept
1304 South 25th Avenue
Attn: Irma Castillo
Edinburg, TX 78539

Phone: (956) 318-2840
Fax: (956) 318-2844
Email: irma.castillo@hchd.org

From: Erik Herring
DLT Solutions
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 773-1192
Fax: (866) 708-6705
Email: erik.herring@dlt.com

#	Part No.	Description	Qty	Contract	Unit Price	Ext. Price
1	9701-0108nr1	AutoCAD 2010 Subscription Renewal - 1 Year Contract # 340-26356533 exp. 4/26/2010	3	TX-A-2	$427.52	$1,282.56
2	9701-0430nr1	AutoCAD Civil 3D 2010 Subscription Renewal - 1 Year Contract # 340-26356533 exp. 4/26/2010	3	TX-A-2	$945.29	$2,835.87

Quoted on behalf of Expert Computing Solutions

Total: $4,118.43

TEXAS DIR Contract Data:
DUNS #: 78-6468199
Contract #: DIR-SDD-513
Federal ID: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



< Return to search results

DLT Solutions, Inc.

URL Vendor Website
Vendor ID 1541599882000
HUB Type Non HUB

DIR Contract Number DIR-SDD-513
Contract Term End Date 5/10/2010
Contract Exp Date 5/10/2011

DLT Solutions, Inc.
Contact Cathy Coggin
Phone (703) 708-9127
Fax (866) 708-6867

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

Contract Overview

Note: This contract excludes all products and services for non-GIS software published by Autodesk Corporation. For Autodesk non-GIS software please see Contract No. DIR-SDD-513.

Get Adobe Reader

Contract: DIR-SDD-513

Standard Terms and Conditions PDF - 68 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 79 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 43 KB | Updated 02/10/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

How to Order

1. For product and pricing information, visit the DLT Solutions, Inc. website or contact Cathy Coggin at (703) 708-9127.
2. Generate a purchase order, made payable to DLT Solutions, Inc.. You must reference Contract Number **DIR-SDD-513** on your purchase order.
3. Fax your purchase order and quote form to DLT Solutions, Inc. at (866) 708-6867.
4. Note: This contract excludes all products and services for non-GIS software published by Autodesk Corporation. For Autodesk non-GIS software please see contract No. DIR-SDD-513.

Available Brands

Autodesk

Available Products & Services

Software

Additional Contract Information

Appendix D, Software License Agreement (43 KB)
Appendix E, Service Agreement (12 KB)
Amendment 1 (33 KB)
Amendment 2 (38 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

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