

**AI-22646**

**2.A.**

**Intradepartmental Transfer  
CC CONSENT**

Date: 08/31/2010  
Submitted By: SANDRA DELEON, COUNTY JUDGE  
Submitted For: Erika Reyna  
Department: COUNTY JUDGE  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - County Judge's Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-00-110-006-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 8-25-10

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Attachments

Link: [transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 11:30 AM	APRV
2	JC Carreon	JC Carreon	08/25/2010 02:29 PM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:15 PM	APRV

Form Started By: SANDRA DELEON  
Started On: 08/23/2010 10:55 AM  
Final Approval Date: 08/27/2010

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**AI-22655**

**2.B.**

**Health Division - TB Control-State Contract**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Health & Human Services Department - TB Control (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-008-1-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
584-->320 - \$ 3,000.00; Funding available as of 8-26-10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 02:01 PM	APRV
2	Norma Silva	Norma Silva	08/26/2010 10:43 AM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:20 PM	APRV
4	Mike Escaname		08/27/2010 05:21 PM	NEW

Form Started By: Dan Beltran Started On: 08/24/2010 01:21 PM

Final Approval Date: 08/27/2010

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**AI-22729**

**2.C.**

**Health Division - Adm Program Income**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Health & Human Services Department - Adm PI (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 08-27-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2010 03:41 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2010 04:10 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Dan Beltran  
Started On: 08/27/2010 03:14 PM

Final Approval Date: 08/27/2010

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**AI-22659**

**2.D.**

**Health Division - SDI Contract**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Health & Human Services Department - SDI (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-018-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 08/27/2010

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 02:31 PM	APRV
2	Ana Galvan	Anna Galvan	08/27/2010 12:37 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Dan Beltran Started On: 08/24/2010 02:24 PM

Final Approval Date: 08/27/2010

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**AI-22708**

**2.E.**

**Intradepartmental Line Item Transfer**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Irma Castillo, PLANNING DEPT.  
Submitted For: Irma Castillo  
Department: PLANNING DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

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Information

CAPTION

2010 - Planning Dept. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-10-210-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 8-27-10

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Attachments

Link: [LIT083110](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:24 PM	APRV
2	JC Carreon	JC Carreon	08/27/2010 03:10 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Irma Castillo  
Started On: 08/26/2010 11:15 AM

Final Approval Date: 08/27/2010

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Raul E. Sesin, P.E., C.F.M.

PLANNING  
ADMINISTRATOR

HIDALGO COUNTY  
PLANNING DEPT.

DATE: August 26, 2010

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 0-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
0-1100-419-10-210-001-0-550	Printing and Bonding	→	0-1100-419-10-210-001-0-601	Office & Computer Supplies	\$592.30
0-1100-419-10-210-001-0-619	Other Misc. Supplies	→	0-1100-419-10-210-001-0-601	Office & Computer Supplies	\$325.92
0-1100-419-10-210-001-0-671	Rpr & Maint. Supplies Bldgs & other structures	→	0-1100-419-10-210-001-0-601	Office & Computer Supplies	62.64
					<b>\$980.86</b>

Reason: Need monies in Object 601 to continue purchasing office supplies

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

LIT083110

**AI-22711**

**2.F.**

**WIC**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Margarita Gonzalez, WIC  
 Submitted For: Norma L.Longoria  
 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:**

funds available as of 08/27/2010

604-->441 \$ 10,000.00

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:24 PM	APRV
2	Ana Galvan	Anna Galvan	08/27/2010 01:57 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Margarita Gonzalez			Started On: 08/26/2010 12:56 PM	
Final Approval Date: 08/27/2010				

DATE: August 26, 2010  
 WIC DIRECTOR: NORMA LONGORIA  
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM  
 ACCOUNT NUMBER: 0.1292.441.00.350.001.0.-WIC  
 SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT NAME
0.1292.441.00.350.001.0 604	Medical & Laboratory Supplies	0.1292.441.00.350.001.0 441	Rental of Land & Buildings

Total:

Reason: To fund expenditures for FY 2010.

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

\_\_\_\_\_  
 DATE

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

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

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AMOUNT

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10,000.00

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\$ 10,000.00

**AI-22644**

**2.G.**

**Intra Dept. Transfer 8/31/10**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Stephanie Palacios, DISTRICT CLERK  
Submitted For: Laura Hinojosa  
Department: DISTRICT CLERK  
Agenda Category: 2010 Interdepartmental Transfers

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Information

CAPTION

2010 - District Clerk (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-090-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 08/26/2010

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Attachments

Link: [LIT 08-31-10](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 11:29 AM	APRV
2	Ana Galvan	Anna Galvan	08/26/2010 03:58 PM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:13 PM	APRV

Form Started By: Stephanie Palacios  
Started On: 08/20/2010 06:42 PM  
Final Approval Date: 08/27/2010

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**AI-22692**

**2.H.**

**2010 - Hidalgo County Clerk's (1100)**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Rene Perez, COUNTY CLERK  
Submitted For: Annette Muniz  
Department: COUNTY CLERK  
Agenda Category: 2010 Interdepartmental Transfers

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**Information**

**CAPTION**

2010 - County Clerk's (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 8-26-10.

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/26/2010 08:04 AM	APRV
2	Norma Silva	Norma Silva	08/26/2010 11:28 AM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Rene Perez  
Started On: 08/25/2010 04:20 PM

Final Approval Date: 08/27/2010

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**AI-22670**

**2.I.**

**Line Item transfer**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Myra Montoya, SHERIFF DEPT.  
Submitted For: Myra Montoya  
Department: SHERIFF DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

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**Information**

**CAPTION**

2010 - Hidalgo County Sheriff's Office (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
BUDGETARY IMPACT:

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**Attachments**

Link: [Line Item Transfer](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Anacleto Martinez	Anacleto Martinez	08/25/2010 01:46 PM	APRV
2	Budget & Management	Erika Zamora	08/25/2010 02:34 PM	APRV
3	Norma Silva	Norma Silva	08/26/2010 11:14 AM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Myra Montoya  
Started On: 08/25/2010 10:37 AM

Final Approval Date: 08/27/2010

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**DATE:** 8/24/2010  
**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	336- COMPUTER SERVICES	→	0-1100-421-00-280-001-0	601- OFFICE SUPPLIES	\$2,200.00
0-1100-421-00-280-001-0	432- R & M SERVICES EQUIPMENT	→	0-1100-421-00-280-001-0	601- OFFICE SUPPLIES	\$2,600.00
0-1100-421-00-280-001-0	745- COMPUTER EQUIPMENT	→	0-1100-421-00-280-001-0	601- OFFICE SUPPLIES	\$5,700.00
<b>TOTAL</b>					<b>\$10,500.00</b>

**REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR PURCHASE OF ANTI-VIRUS LICENSE.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Line Item Transfer

CC CONSENT

Date: 08/31/2010  
 Submitted By: Alma Ybarra, FACILITIES MANAGEMENT  
 Submitted For: Alma Ybarra  
 Department: FACILITIES MANAGEMENT  
 Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

339-->622; \$ 3,000.00 funds available as of 08/27/2010  
 346-->622; \$ 2,000.00 funds available as of 08/27/2010  
 424-->622; \$ 5,000.00 funds available as of 08/27/2010  
 452-->622; \$ 50,000.00 funds available as of 08/27/2010  
 350-->780; \$ 600.00 funds available as of 08/27/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 03:50 PM	APRV
2	Ana Galvan	Anna Galvan	08/27/2010 01:21 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Alma Ybarra

Started On: 08/25/2010 03:37 PM

Final Approval Date: 08/27/2010



**BUDGET INTRADEPARTMENTAL TRANSFER**

) \_\_\_\_\_

3,000.00
2,000.00
5,000.00
50,000.00
600.00
\$60,600.00

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CLERK

**AI-22680**  
**HIDTA (1254)**  
**CC CONSENT**

**2.K.**

**Date:** 08/31/2010  
**Submitted By:** Nelda Olivarez, HIDTA  
**Submitted For:** Rene Guerra, Criminal District Attorney  
**Department:** HIDTA  
**Agenda Category:** 2010 Interdepartmental Transfers

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**Information**

**CAPTION**

2010 - Hidalgo County Task Force (1254)

**BACKGROUND**

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**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Available account balance as of 8-25-10

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/25/2010 02:35 PM	APRV
2	JC Carreon	JC Carreon	08/25/2010 03:56 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Nelda Olivarez                      Started On: 08/25/2010 02:28 PM

Final Approval Date: 08/27/2010

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DATE: AUGUST 25, 2010  
 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)

Transfer Number: 4



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.:

<i>FROM</i>		<i>TO</i>		
<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>AMOUNT</i>
0-1254-412-00-270-014-0- 522	VEHICLE LIABILITY INSURANCE	0-1254-412-00-270-014-0- 524	GENERAL INSURANCE	2,913.80
<b>TOTAL</b>				<b>\$ 2,913.80</b>

REASON: TO FUND UNANTICIPATED EXPENDITURES

\_\_\_\_\_  
 Dora L. Munoz  
 H.I.D.T.A. Task Force Commander

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Attest County Clerk

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Budget Officer

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Approved Commissioners' Court

\_\_\_\_\_  
 DATE

AI-22657

2.L.

**LINE ITEM TRANSFER**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Patti Loya, PUBLIC DEFENDERS  
 Submitted For: Jaime Gonzalez  
 Department: PUBLIC DEFENDERS  
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Public Defender (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-30-085-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 8-25-10

Attachments

Link: [TRANSFER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 02:01 PM	APRV
2	JC Carreon	JC Carreon	08/25/2010 02:32 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Patti Loya  
 Started On: 08/24/2010 01:33 PM

Final Approval Date: 08/27/2010



**AI-22697**

**2.M.**

**transfer - 93rd DC**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Monica Badillo, EXECUTIVE OFFICE  
 Submitted For: Joel Espinoza  
 Department: EXECUTIVE OFFICE  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - 93rd District Court (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-002-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 8-26-10

**Attachments**

Link: [transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 09:18 AM	APRV
2	JC Carreon	JC Carreon	08/26/2010 01:19 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Monica Badillo Started On: 08/25/2010 04:31 PM  
 Final Approval Date: 08/27/2010



**AI-22629**

**2.N.**

**Budget Line Item Transfers**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Delma Silva, 206TH DISTRICT COURT  
 Submitted For: Delma Silva  
 Department: 206TH DISTRICT COURT  
 Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - 206th District Court (1100)

BACKGROUND

Request is hereby made to open up object code #619 - Other Miscellaneous Supplies

Submission of 2 Line Item Transfers which include monies to be transferred into object code #619 as well

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-004-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 8-20-10

Attachments

Link: [LIT](#)  
 Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 01:50 PM	APRV
2	JC Carreon	JC Carreon	08/20/2010 03:54 PM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:11 PM	APRV

Form Started By: Delma Silva  
 Final Approval Date: 08/27/2010

Started On: 08/20/2010 01:26 PM

# INTRA-DEPARTMENTAL TRANSFER

DATE: August 19, 2010

DEPARTMENT HEAD: Judge Rose G. Reyna

DEPARTMENT NAME: 206th District Court

ACCOUNT NUMBER: 10-1100-412-00-004-001-0-

CONTACT PERSON: Delma G. Silva PHONE: (956)318-2265

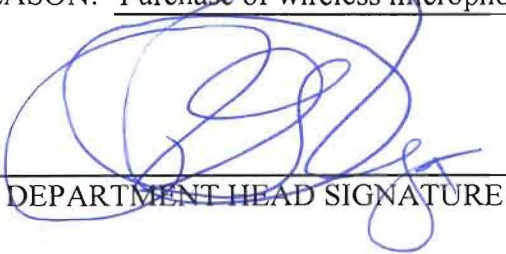
SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
343	Laundry & Dry Cleaning	431	Repair & Maintenance Services	\$100.00
523	Public Official Insurance	431	Repair & Maintenance Services	\$300.00
810	Dues & Membership	431	Repair & Maintenance Services	\$200.00
529	Surety & Notary Bonds	431	Repair & Maintenance Services	\$100.00
534	Internet	619	Other Miscellaneous Supplies	\$100.00
671	Bldg & Other Struc. R&M Supp.	619	Other Miscellaneous Supplies	\$100
667	Minor Software	619	Other Miscellaneous Supplies	\$300
550	Printing & Binding	619	Other Miscellaneous Supplies	\$88
583	Travel Out of County	664	Other Minor Equipment	1,785.00
<b>TOTAL</b>				<b>3,073.00</b>

REASON: Purchase of wireless microphones and speakers for courtroom use which includes installation

  
DEPARTMENT HEAD SIGNATURE

8/20/10  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK



**AI-22647**

**2.0.**

**Line Item Transfer**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Brenda Gonzalez, 449TH DISTRICT COURT  
 Department: 449TH DISTRICT COURT  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - 449th District Court (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-011-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 funds available as of 08/26/2010

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/24/2010 11:31 AM	APRV
2	Ana Galvan	Anna Galvan	08/26/2010 04:15 PM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:16 PM	APRV

Form Started By: Brenda Gonzalez  
 Started On: 08/23/2010 03:06 PM  
 Final Approval Date: 08/27/2010

## BUDGET INTRADEPARTMENTAL TRANSFER

DATE: August 23, 2010  
 DEPARTMENT HEAD: JUDGE JESSE CONTRERAS  
 DEPARTMENT NAME: 449TH DISTRICT COURT  
 ACCOUNT NUMBER: 0-1100-412-00-011-001-0-  
 SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
535	POSTAGE	780	CAPITAL LEASES	\$ 950.00
<b>TOTAL</b>				<b>\$ 950.00</b>

REASON: MONIES NEEDED TO COVER XEROX LEASE.

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

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

\_\_\_\_\_  
 DATE

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

**AI-22645**

**2.P.**

**Minor office transfer**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - County Court #2 (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-022-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 890-->661 - \$ 1,954.00; Funding available as of 8-26-10.

**Attachments**

Link: [Line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 11:30 AM	APRV
2	Norma Silva	Norma Silva	08/26/2010 10:24 AM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:14 PM	APRV

Form Started By: Angela Garcia  
 Started On: 08/23/2010 10:26 AM  
 Final Approval Date: 08/27/2010

**BUDGET INTRADEPARTMENTAL TRANSFER REQUEST**

DATE: 08/23/10

DEPARTMENT HEAD: HON. JAIME PALACIOS

DEPARTMENT NAME: COUNTY COURT #2

ACCOUNT NUMBER: 0-1100-412-00-022-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
890	OTHER	661	MINOR OFFICE FURN. & EQUIP.	\$1,954.00
			<b>TOTAL</b>	<b>1,954.00</b>

REASON: PURCHASE OFFICE FURNITURE

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

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

\_\_\_\_\_  
DATE

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

**AI-22662**

**2.Q.**

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

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
 Submitted For: Frank Fuentes  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - County Court #6 (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-026-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 08/24/10.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 03:13 PM	APRV
2	Norma Silva	Norma Silva	08/26/2010 11:01 AM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Sylvia Solis Started On: 08/24/2010 03:05 PM

Final Approval Date: 08/27/2010



**AI-22724**

**2.R.**

**Reg. Fees transfer**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Probate Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-023-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 08-27-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2010 10:15 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/27/2010 04:12 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Angela Garcia  
Started On: 08/27/2010 10:00 AM

Final Approval Date: 08/27/2010

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**BUDGET INTRADEPARTMENTAL TRANSFER REQUEST**

DATE: 08/27/10

DEPARTMENT HEAD: HON. HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 0-1100-412-00-023-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
890	OTHER	584	REGISTRATION FEES	\$249.00
			<b>TOTAL</b>	<b>249.00</b>

REASON: FUNDING NEEDED FOR REG. FEES

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

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

\_\_\_\_\_  
DATE

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

**AI-22663**

**2.S.**

**intradepartmental transfer - JP 2-1**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Monica Badillo, EXECUTIVE OFFICE  
Department: EXECUTIVE OFFICE  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - J.P. 2/1 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-063-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 08/27/2010

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Attachments

Link: [transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 04:19 PM	APRV
2	Ana Galvan	Anna Galvan	08/27/2010 12:41 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Monica Badillo  
Started On: 08/24/2010 03:49 PM

Final Approval Date: 08/27/2010

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**AI-22649**

**2.T.**

**2010 PCT. 1 (1200) R&B**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Joann Gonzalez, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Pct. #1 R&B (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-121-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
339-->711 - \$ 500.00; Funding available as of 8/26/10.

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Attachments

Link: [2010 PCT. 1 \(1200\) R&B](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 11:32 AM	APRV
2	Norma Silva	Norma Silva	08/26/2010 10:36 AM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:17 PM	APRV

Form Started By: Joann Gonzalez  
Started On: 08/24/2010 08:40 AM

Final Approval Date: 08/27/2010

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**AI-22652**

**2.U.**

**Budget Line-Item Transfer for janitorial supplies needed for the South Tower CRC.**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-466-00-122-082-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$1,000.00 as of 08/25/2010  
From 421 -----> 607 in the amount of \$600.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 11:33 AM	APRV
2	JC Carreon	JC Carreon	08/25/2010 02:30 PM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:18 PM	APRV

Form Started By: Yolanda Cisneros  
Started On: 08/24/2010 11:09 AM  
Final Approval Date: 08/27/2010



**AI-22653**

**2.V.**

**Budget Line-Item Transfer for County Wide Shop Department.**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Precinct 2 CWS (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-004-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$300 as of 08/24/2010  
 From 671 -----> 621 \$150.00  
 Funding available in the amount of \$350 as of 8/24/2010  
 From 748 -----> 621 \$200.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/24/2010 01:02 PM	APRV
2	Ana Galvan	Anna Galvan	08/27/2010 11:12 AM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:19 PM	APRV

Form Started By: Yolanda Cisneros  
 Started On: 08/24/2010 11:57 AM  
 Final Approval Date: 08/27/2010



**Budget Line-Item Transfer for New Pct.2 Administration Building.  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 08/24/2010  
From 890 -----> 431 in the amount of \$2,500.00  
From 581 -----> 748 in the amount of \$900.00  
From 583 -----> 431 in the amount of \$1,000.00  
From 609 -----> 431 in the amount of \$1,000.00  
From 661 -----> 431 in the amount of \$2,500.00  
From 667 -----> 431 in the amount of \$1,000.00  
From 890 -----> 431 in the amount of \$13,500.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:23 PM	APRV
2	Ana Galvan	Anna Galvan	08/27/2010 01:52 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 08/25/2010 05:04 PM	
Final Approval Date: 08/27/2010				



**AI-22704**

**2.X.**

**Budget Line-Item Transfer for LJ Drainage Improvement Project  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Pct. #2 CO 2009 LJ Drainage (1339)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-038-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$53,274.69 as of 08/25/2010  
From 733 -----> 711 in the amount of \$5,000.00.

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:23 PM	APRV
2	Norma Silva	Norma Silva	08/27/2010 02:35 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/25/2010 05:47 PM  
Final Approval Date: 08/27/2010

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**AI-22720**

**2.Y.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2010 Intradepartmental Transfers

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Information

CAPTION

2010 - Pct. #3 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-123-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 8-27-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 03:31 PM	APRV
2	JC Carreon	JC Carreon	08/27/2010 03:11 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Norma Ceballos  
Started On: 08/26/2010 03:16 PM

Final Approval Date: 08/27/2010

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# INTRA-DEPARTMENTAL TRANSFER

DATE: August 31, 2010

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
603	Pct #3 Sanitation - Education/Instructional Supp	640	Pct #3 Sanitation- Reference Materials	\$ 868.64
<b>TOTAL</b>				<b>\$ 868.64</b>

REASON: To cover expected expenses

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

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

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

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

AI-22705

3.A.

**Pct #3 Interdepartmental Transfer**

**CC CONSENT**

**Date:** 08/31/2010  
**Submitted By:** Norma Ceballos, COMM. PCT. #3  
**Department:** COMM. PCT. #3  
**Agenda Category:** Precinct #3

**Information**

**CAPTION**

Pct. #3 C.O. 2009 (1339):  
Approval of 2010 interdepartmental transfer from C.O. 2009 - Pct #3 Drainage Improvement to C.O. 2009 Pct. #3 - Mile 2 & Abram Road Drainage Improvements in the amount of \$78,000.00 to fund the Mile 2 & Abram Road Drainage Improvement Project.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2010                      **ACCT. #:** 0-1339-431-00-123-049-0-890  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Available funds as of 8/27/10 is \$78,400.42.

**Attachments**

Link: [Interdepartmental Transfer](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/26/2010 10:15 AM	APRV
2	Perla Lopez	Perla Lopez	08/27/2010 11:48 AM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Norma Ceballos			Started On: 08/26/2010 10:05 AM	
Final Approval Date: 08/27/2010				

**INTER-DEPARTMENTAL TRANSFER**

**DATE:** August 31, 2010

**DEPARTMENT HEAD:** Joe M. Flores, Commissioner

**DEPARTMENT NAME:** Hidalgo County Precinct #3

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM:</b>		
0-1339-431-00-123-049-0-890	C.O. 2009 Pct #3 Drain Improv-Other	<b>(78,000.00)</b>
<b>TO:</b>		
0-1339-431-00-123-092-0-733	C.O. 2009 Pct #3 Mile 2 & Abram Road - Drainage Ditches	<b>\$ 78,000.00</b>
<b>Total Budget (Increase/Decrease)</b>		<b>0.00</b>

**REASON:** Transfer to fund expenses related to Mile 2 & Abram Road Drainage Improvements

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Attest County Clerk

AI-22690

3.B.

**Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1342) - June Payroll Reimbursements**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):  
Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Diana Estates (program 042 - \$52.93), to Dickerson Pond (program 048 - \$47,535.69), to North Branch Drain (program 049 - \$17,245.65), to Alamo Brisas (program 054 - \$35.29), to Trenton Drain (program 072 - \$6,024.63), and to Faysville Pump (program 074 - \$2,132.00) in the total amount of \$73,026.19 to fund June 2010 Payroll Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-124-036-0-890  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 8-25-10  
From Account# 0-1342-431-00-124-036-0-890 --> 0-1342-431-00-124-0XX-0-733

To Program  
042 \$ 52.93  
048 \$47,535.69  
049 \$17,245.65  
054 \$ 35.29  
072 \$ 6,024.63  
074 \$ 2,132.00

Total \$73,026.19

Attachments

Link: [Interdept transfer - 1342](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Manuel Chapa (Originator)	Manuel Chapa	08/26/2010 08:47 AM	APRV
2	Budget & Management	Erika Zamora	08/26/2010 09:17 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/27/2010 02:55 PM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Manuel Chapa

Started On: 08/25/2010 04:16 PM

Final Approval Date: 08/27/2010

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**AI-22728**

**3.C.**

**Interdepartmental transfer for Jail**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Erika Zamora, BUDGET & MANAGEMENT  
 Submitted For: Dina Trevino  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

Jail (1100):  
 Approval of 2010 interdepartmental transfer from Co. Wide Adm-Contingency to Jail in the amount of \$375,000.00 to fund room & board expenditures.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010                      ACCT. #: 0-1100-4XX-XX-XXX-002-0-XXX  
 FUNDS AVAILABLE Y/N?: Y              MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 8/27/10.  
 0-1100-415-00-115-002-0-899 --> 0-1100-423-21-280-002-0-590

**Attachments**

Link: [Interdept Trsf](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/27/2010 02:20 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/27/2010 04:36 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Erika Zamora			Started On: 08/27/2010 02:16 PM	
Final Approval Date: 08/27/2010				

DATE: August 27, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**  
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Jail

ACCOUNT NUMBER: 0-1100-4XX-XX-XXX-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM</b>				
0-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(375,000.00)
<b>TO</b>				
0-1100-423-21-280-002-0-	590	JAIL	ROOM & BOARD	375,000.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

**Transfer to fund August 2010 room & board expenditures for inmate housing at La Villa Facility.**

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

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

**Interfund Transfer**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: Interfund Transfers

Information

CAPTION

1. CO's 2009 (1339):
  - a. Approval of 2010 interfund transfer from TxDOT (1315) to CO's 2009 (1339) in the amount of \$150,000.00.
  
2. TxDOT (1315):
  - a. Approval of 2010 interfund transfer from CO's 2010 A&B (1342) to TxDOT (1315) in the amount of \$150,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: Fund 1339  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Funding available as of 8-27-10

FISCAL YEAR: 2010 ACCT. #: Fund 1342  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Funding available as of 8-27-10

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	08/27/2010 04:31 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 04:34 PM	APRV
3	Roland Garcia	Rolando Garcia	08/27/2010 04:42 PM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Manuel Chapa			Started On: 08/27/2010 04:02 PM	
Final Approval Date: 08/27/2010				





**AI-22604**

**6.A.**

**July 2010 Fee Report**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Norma Martinez, DISTRICT CLERK  
Submitted For: Norma Martinez  
Department: DISTRICT CLERK  
Agenda Category: Monthly Fee Reports

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Information

CAPTION

District Clerk:  
Approval of July 2010 Monthly fee Report.

BACKGROUND

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Fiscal Impact

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

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Attachments

Link: [July 2010 Fee Report](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 12:59 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/19/2010 01:44 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Norma Martinez  
Started On: 08/19/2010 12:00 PM  
Final Approval Date: 08/27/2010

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**AI-22604**

**6.A.**

**July 2010 Fee Report**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Norma Martinez, DISTRICT CLERK  
Submitted For: Norma Martinez  
Department: DISTRICT CLERK  
Agenda Category: Monthly Fee Reports

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Information

CAPTION

District Clerk:  
Approval of July 2010 Monthly fee Report.

BACKGROUND

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Fiscal Impact

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

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Attachments

Link: [July 2010 Fee Report](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 12:59 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/19/2010 01:44 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Norma Martinez  
Started On: 08/19/2010 12:00 PM  
Final Approval Date: 08/27/2010

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**AI-22699**

**6.B.**

**Hidalgo County Investment Report  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Fred Zamarripa, TREASURER'S OFFICE  
Submitted For: Norma Garcia  
Department: TREASURER'S OFFICE

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Information

CAPTION

County Treasurer: Approval of the Hidalgo County Monthly Investment Report for the month of July 2010.

BACKGROUND

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Fiscal Impact

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

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Attachments

Link: [July 2010](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 09:19 AM	APRV
2	Erika Zamora	Erika Zamora	08/27/2010 03:51 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Fred Zamarripa  
Started On: 08/25/2010 04:43 PM

Final Approval Date: 08/27/2010

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# County of Hidalgo, Texas

## Monthly Investment Report

### For the month ending July 31, 2010

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

#### Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

#### Summary

The total accrued interest for the month ending July 31, 2010 - \$ **57,584.44**

2010	January	16,675.03
2010	February	42,559.28
2010	March	31,808.59
2010	April	1,068.41
2010	May	10,023.28
2010	June	56,752.21
2010	July	57,584.44
2010	August	
2010	September	
2010	October	
2010	November	
2010	December	
	Total	216,471.24



Norma G. Garcia, CIO  
Hidalgo County Treasurer

**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Summary Report on Investments**  
**For the month ending July 31, 2010**

FUND	BOOK VALUE	MARKET VALUE
Ending Values		
General	105,442,856.45	105,498,635.05
Special Revenue	2,267,000.00	2,272,585.87
Debt Service	18,543,000.00	18,547,567.17
Capital Projects	55,520,000.00	55,528,810.92
Proprietary	17,750,000.00	17,753,267.95
Trust & Agency	-	-
<b>Total Ending Values</b>	<u>199,522,856.45</u>	<u>199,600,866.96</u>

Beginning Values		
General	107,501,204.53	107,549,710.97
Special Revenue	22,679,000.00	22,682,131.57
Debt Service	18,453,000.00	18,546,170.09
Capital Projects	29,098,000.00	29,104,457.36
Proprietary	18,150,000.00	18,154,027.81
Trust & Agency	-	-
<b>Total Beginning Values</b>	<u>195,881,204.53</u>	<u>196,036,497.80</u>

Change in Values		
General	(2,058,348.08)	(2,051,075.92)
Special Revenue	(20,412,000.00)	(20,409,545.70)
Debt Service	90,000.00	1,397.08
Capital Projects	26,422,000.00	26,424,353.56
Proprietary	(400,000.00)	(400,759.86)
Trust & Agency	-	-
<b>Total Change in Values</b>	<u>3,641,651.92</u>	<u>3,564,369.16</u>

Weighted Average Maturity in Days	<u>40.67</u>
Interest Earned this Month	<u>57,584.44</u>
Overall Yield of Portfolio	<u>0.56%</u>
Interest Received this Month	<u>45,033.53</u>
Average Benchmark Yield (1 Year Treasury Bill)	<u>                    </u>
Accrued Interest at the End of Month	<u>78,010.49</u>

**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Schedule of Interest Reported**  
**For the month ending July 31, 2010**

	January '10	February '10	March '10	April '10	May '10	June '10
Ending accrued interest for month	66,030.23	46,560.02	72,224.30	69,700.94	71,353.59	65,293.26
Interest received within month	-	-	250.28	-	-	112.81
Interest received previous months	347.23	62,029.49	5,894.03	3,591.77	8,370.63	62,699.73
Less beginning accrued int. (last mth.)	(49,702.43)	(66,030.23)	(46,560.02)	(72,224.30)	(69,700.94)	(71,353.59)
<b>Total interest income earned from Inv.</b>	<b>16,675.03</b>	<b>42,559.28</b>	<b>31,808.59</b>	<b>1,068.41</b>	<b>10,023.28</b>	<b>56,752.21</b>

	July '10	August '10	September '10	October '10	November '10	December '10
Ending accrued interest for month	78,010.49					
Interest received within month	184.12					
Interest received previous months	44,683.09					
Less beginning accrued int. (last mth.)	(65,293.26)					

Total interest income earned from Inv. 57,584.44      -      -      -      -      -

**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Interest Bearing Checking Accounts at First National Bank**  
**For the month ending July 31, 2010**

Date Received	Fund	Month	Interest Rate	Interest Earned
07/31/10	General Fund		0.12%	-
	Special Revenue			166.32
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		166.32
	<b>Total Interest</b>			<b>166.32</b>

**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Recap - Matured Investments**  
**For the month ending July 31, 2010**

<b>Investment Type</b>	<b>%</b>	<b>Principal Amount</b>	<b>Interest Earned</b>
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	78,149,204.53	44,867.21
<b>Total</b>		<b>78,149,204.53</b>	<b>44,867.21</b>

<b>Fund Name</b>	<b>%</b>	<b>Principal Amount</b>	<b>Interest Earned</b>
General Fund	38%	29,001,204.53	6,095.71
Special Revenue Funds	0%	-	-
Debt Service Funds	0%	-	-
Capital Projects Funds	39%	30,598,000.00	24,022.16
Proprietary Funds	24%	18,550,000.00	14,749.34
Trust & Agency	0%	-	-
<b>Total</b>		<b>78,149,204.53</b>	<b>44,867.21</b>

<b>Institutions Name</b>	<b>%</b>	<b>Principal Amount</b>	<b>Interest Earned</b>
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	78,149,204.53	44,867.21
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
<b>Total</b>		<b>78,149,204.53</b>	<b>44,867.21</b>

**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Matured Financial Investments Report**  
**For the month ending July 31, 2010**

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	Capital Projects	---	64956258	03/03/10	07/07/10	29,098,000.00	0.24%	23,853.53	23,853.53	29,121,853.53	29,121,853.53	Texas CLASS
Pool	Motor Vehicle	1100	66281474	06/08/10	07/07/10	644,796.14	0.27%	138.77	138.77	644,934.91	644,934.91	Texas CLASS
Pool	Motor Vehicle	1100	66379526	06/15/10	07/14/10	504,775.19	0.28%	111.02	111.02	504,886.21	504,886.21	Texas CLASS
Pool	Motor Vehicle	1100	66484573	06/22/10	07/21/10	414,022.75	0.28%	92.64	92.64	414,115.39	414,115.39	Texas CLASS
Pool	General	1100	66351214	06/11/10	07/09/10	27,000,000.00	0.27%	5,653.84	5,653.84	27,005,653.84	27,005,653.84	Texas CLASS
Pool	Motor Vehicle	1100	66579715	06/29/10	07/28/10	437,610.45	0.29%	99.44	99.44	437,709.89	437,709.89	Texas CLASS
Pool	Proprietary	---	66688639	07/07/10	07/12/10	400,000.00	0.28%	15.49	15.49	400,015.49	400,015.49	Texas CLASS
Pool	Proprietary	---	64956215	03/03/10	07/06/10	18,150,000.00	0.24%	14,733.85	14,733.85	18,164,733.85	18,164,733.85	Texas CLASS
Pool	Capital Projects	---	66694945	07/08/10	07/19/10	1,000,000.00	0.28%	85.45	85.45	1,000,085.45	1,000,085.45	Texas CLASS
Pool	Capital Projects	---	66694945	07/08/10	07/30/10	480,000.00	0.29%	79.86	79.86	480,079.86	480,079.86	Texas CLASS
Pool	Capital Projects	1342	66784984	07/14/10	07/30/10	20,000.00	0.29%	3.32	3.32	20,003.32	20,003.32	Texas CLASS
TOTALS						78,149,204.53		44,867.21	44,867.21	78,194,071.74	78,194,071.74	

--- indicates more than one account number for that fund

<b>Avg. yield</b> 0.27%
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**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Recap - Outstanding Investments**  
**For the month ending July 31, 2010**

<b>Investment Type</b>	<b>%</b>	<b>Principal Amount</b>	<b>Interest earned in Month</b>
Certificate of Deposit	34%	75,000,000.00	48,767.13
Discount Note	0%		
US Treasury Bill	0%		
Money Market Fund	0%		
Pool	66%	144,934,586.45	29,243.38
Agencies	0%		
<b>Total</b>		<b>219,934,586.45</b>	<b>78,010.51</b>

	<b>%</b>	<b>Principal Amount</b>	<b>Interest earned in Month</b>
General Fund	48%	105,442,586.45	55,778.60
Special Revenue	10%	22,679,000.00	5,585.87
Debt Service	8%	18,543,000.00	4,567.17
Capital Projects	25%	55,520,000.00	8,810.92
Proprietary Funds	8%	17,750,000.00	3,267.95
Trust & Agency Funds	0%	-	-
<b>Total</b>		<b>219,934,586.45</b>	<b>78,010.51</b>

<b>Institutions Name</b>	<b>%</b>	<b>Principal Amount</b>	<b>Interest earned in Month</b>
Lone Star National Bank	34%	75,000,000.00	48,767.13
First National Bank	0%		
MBIA - Texas CLASS	66%	144,934,586.45	29,243.38
Merrill Lynch	0%		
FNB Wealth Management	0%		
<b>Total</b>		<b>219,934,586.45</b>	<b>78,010.51</b>

County of Tarrant, Texas  
Office of the County Treasurer  
Financial Investment Report  
For the month ending July 31, 2010

07/31/10

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution	
CD	General Fund	1100	45204315	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204317	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204318	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204319	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204320	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204321	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204322	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45204323	11/18/09	11/18/10	365	256	110	5,000,000.00	550,000,000.00	1.00%	4,246.58	50,000.00	5,000,000.00	5,004,246.58	Lone Star National	
CD	General Fund	1100	45206009	07/09/10	12/09/10	153	23	131	5,000,000.00	655,000,000.00	0.40%	1,260.27	8,383.56	5,000,000.00	5,001,260.27	Lone Star National	
CD	General Fund	1100	45206010	07/09/10	12/09/10	153	23	131	5,000,000.00	655,000,000.00	0.40%	1,260.27	8,383.56	5,000,000.00	5,001,260.27	Lone Star National	
CD	General Fund	1100	45206011	07/09/10	12/09/10	153	23	131	5,000,000.00	655,000,000.00	0.40%	1,260.27	8,383.56	5,000,000.00	5,001,260.27	Lone Star National	
CD	General Fund	1100	45206012	07/09/10	12/09/10	153	23	131	5,000,000.00	655,000,000.00	0.40%	1,260.27	8,383.56	5,000,000.00	5,001,260.27	Lone Star National	
CD	General Fund	1100	45206013	07/09/10	12/09/10	153	23	131	5,000,000.00	655,000,000.00	0.40%	1,260.27	8,383.56	5,000,000.00	5,001,260.27	Lone Star National	
Pool	Motor Vehicle	1100	66674899	07/06/10	08/04/10	29	26	4	483,422.81	1,933,691.24	0.28%	96.42	107.55	483,422.81	483,519.23	Texas CLASS	
Pool	Motor Vehicle	1100	6671504	07/13/10	08/11/10	29	19	11	535,580.39	5,891,384.29	0.28%	78.06	119.15	535,580.39	535,658.45	Texas CLASS	
Pool	Motor Vehicle	1100	66855781	07/20/10	08/18/10	29	12	18	465,762.81	8,383,730.58	0.29%	44.41	107.32	465,762.81	465,807.22	Texas CLASS	
Pool	General Fund	1100	66851214	06/11/10	08/01/10	51	50	1	28,500,000.00	28,500,000.00	0.28%	6,777.53	11,150.14	28,500,000.00	28,506,777.53	Texas CLASS	
Pool	Motor Vehicle	1100	66960342	07/27/10	08/25/10	29	4	25	457,820.44	11,445,511.00	0.30%	15.05	109.12	457,820.44	457,835.49	Texas CLASS	
Pool	Debt Service	---	66256437	06/04/10	08/01/10	58	57	1	18,543,000.00	18,543,000.00	0.29%	4,567.17	8,545.02	18,543,000.00	18,547,567.17	Texas CLASS	
Pool	Special Revenue	---	66504389	06/09/10	08/01/10	53	52	1	22,679,000.00	22,679,000.00	0.28%	3,267.95	9,550.03	22,679,000.00	22,684,565.87	Texas CLASS	
Pool	Proprietary	---	66688639	07/07/10	08/01/10	25	24	1	17,750,000.00	17,750,000.00	0.29%	3,267.95	3,404.11	17,750,000.00	17,753,267.95	Texas CLASS	
Pool	Capital Project	---	66694945	07/08/10	08/01/10	24	23	1	27,520,000.00	27,520,000.00	0.29%	5,029.00	5,247.65	27,520,000.00	27,525,029.00	Texas CLASS	
Pool	Capital Project	1342	66784984	07/14/10	08/01/10	18	17	1	28,000,000.00	28,000,000.00	0.29%	3,781.92	4,004.38	28,000,000.00	28,003,781.92	Texas CLASS	
TOTALS										219,934,586.45	8,945,646,317.11		78,010.49	584,262.28	219,934,586.45	220,012,596.94	

--- indicates more than one account number for that fund

Avg. Yield  
0.56%

WAM  
40.67

**Pipeline Permit  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.  
Submitted For: Joe Pena  
Department: RIGHT OF WAY DEPT.  
Agenda Category: Right of Way

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Information

CAPTION

- 1. North Alamo Water Supply Corporation:
  - a. La Paloma 2 L23 B4 (1015 ES/S 12N)- Bore- Erica Sandoval- 3/4" service connection
- 2. McAllen Public Utilities:
  - a. The proposed 48" raw waterline will begin 25.0' east of Old South 10th Street at station 4+23. The said 48" raw waterline will then run southward approximately 2,680 lf to station 31+03 where it will turn and run eastward approximately 97 lf to station 32+00 where it will end at S.H. 336 right-of-way.
  - b. The proposed 48" raw waterline will begin at S.H. 336 being station 33+34 and run eastward parallel with and 17 ft south of the north right-of-way line of a 40 ft County Road (not open) continuing eastward along said alignment to station 60+06(2672 lf) where it will end at H.C.I.D. No.3 right-of-way.

BACKGROUND

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Fiscal Impact

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Attachments

Link: [NAWSC; MPU](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 03:45 PM	APRV
2	Olga Garza	Olga Garza	08/26/2010 09:52 AM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Sandra Garcia

Started On: 08/25/2010 08:51 AM

Final Approval Date: 08/27/2010

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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 24th day of August, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

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 2 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. La Paloma 2 L23 B4 (1015 ES/S 12N)- Bore- Erica Sandoval- ¾" service connection

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 31st day of August, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

McAllen Public Utilities

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 48" inch /water/ gas/ sewer/ irrigation line; said line to be constructed of centrifugally cast fiberglass mortar pipe (HOBAS) 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. The proposed 48" raw waterline will begin 25.0' east of Old South 10<sup>th</sup> Street at station 4+23. the said 48" raw waterline will then run southward approximately 2,680 lf to station 31+03 where it will turn and run eastward approximately 97 lf to station 32+00 where it will end at SH 336 right -of -way.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 48" line along the above described public road being conditioned that Permittee agrees that:

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 31st day of August, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

McAllen Public Utilities

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 48" inch /water/ gas/ sewer/ irrigation line; said line to be constructed of certrifugally cast fiberglass mortar pipe (HOBAS) 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:**

- 2. The proposed 48" raw waterline will begin at SH 336 being station 33+34 and run eastward parallel with and 17 ft south of the north right-of-way line of a 40ft County Road (not open) continuing eastward along said alignment to station 60+06 (2672 lf) where it will end at H.C.I.D. No.3 right-of-way.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 48" line along the above described public road being conditioned that Permittee agrees that:

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

**AI-22654**

**8.A.**

**TAX OFFICE REFUND**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Hilda Fuentes, TAX OFFICE  
Submitted For: Hilda Fuentes  
Department: TAX OFFICE  
Agenda Category: Tax Refunds

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**Information**

**CAPTION**

ACCT#	PAYER	AMT
G0220.00.000.0001.00	First American Commercial Re Services Inc.	\$31866.04
M4661.95.000.0025.00	PNC Mortgage	\$3532.32
R2960.00.000.0001.00	First American Commercial Re Services Inc.	\$27590.65

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [frnt pg](#)  
Link: [accts pg](#)  
Link: [first am](#)  
Link: [pnc](#)  
Link: [first american](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/24/2010 02:01 PM	APRV
2	Perla Lopez	Perla Lopez	08/25/2010 10:00 AM	APRV
3	Auditor's Office	Linda Fong	08/27/2010 05:05 PM	APRV

Form Started By: Hilda Fuentes  
Started On: 08/24/2010 01:14 PM  
Final Approval Date: 08/27/2010

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Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*

Assessor and Collector

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

August 16, 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



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

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	PAYER	AMOUNT
1.G0220.00.000.0001.00	FIRST AMERICAN COMMERCIAL RE	\$ 31,866.04
2.M4661.95.000.0025.00	PNC MORTGAGE	\$ 3,532.32
3.R2960.00.000.0001.00	FIRST AMERICAN COMMERCIAL	\$ 27,590.65



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

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1:</b> Owner's name and address	Owner's name <b>THE GALILEAN APARTMENTS PAID BY: FIRST AMERICAN COMMERCIAL RE SERVICES, INC.</b>
	Present mailing address (number and street) <b>17336 W LITTLE YORK RD</b>
	City, town or post office, state, ZIP code <b>HOUSTON, TEXAS 77084-6301</b>
	<b>Phone (area code and number)</b>

Legal description (or attach copy of the tax bill or tax receipt): **GALILEAN LOT 1**

<b>Step 2:</b> Describe the property	Address or location of property: <b>R679487</b>
	Account number of property: <b>G0220.00.000.0001.00</b> OR <b>15746604</b>
	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	1/29	/ 10	\$ 145,193.81
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5.			/	\$ TOTAL	\$ 31,866.04

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDER #C-2700-09-E**

**MM**

<b>Step 4:</b> 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."	
	<b>sign here</b> Signature	<b>Date of application for tax refund</b>
	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.	

<b>Step 5:</b> Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>8-13-10</b> <i>[Signature]</i>
	<b>sign here</b> Authorized official	Date <b>8/16/10</b>
	<b>sign here</b> 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 <b>8/11/10</b>

8/12

**APPLICATION FOR TAX REFUND**

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	Phone (area code and number) <b>(956) 318-2157</b>

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

<b>Step 1:</b> Owner's name and address	Owner's name <b>ALVARADO, JAIME RAY PAID BY: PNC MORTGAGE</b>
	Present mailing address (number and street) <b>507 N FLAG ST</b>
	City, town or post office, state, ZIP code <b>PHARR, TX 78577-3755</b>

**Phone (area code and number)**  
1-800-367-9305 EXT 52245

Legal description (or attach copy of the tax bill or tax receipt): **MINNESOTA MEADOWS LOT 25 IMPROVEMENTS**

<b>Step 2:</b> Describe the property	<b>ONLY NEW FOR 2004; TXCTCMW002627, NTA 0928352</b>	
	Address or location of property: <b>M683300</b>	
	Account number of property: <b>M4661.95.000.0025.00</b>	Tax receipt number: <b>OR SEVERAL</b>

<b>Step 3:</b> 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	2/24 / 10	\$ 438.50	\$ 438.50
	2. ALL ENTITIES	2008	2/24 / 10	\$ 609.22	\$ 609.22
	3. ALL ENTITIES	2007	2/24 / 10	\$ 659.32	\$ 659.32
	4. ALL ENTITIES	2006	2/24 / 10	\$ 848.20	\$ 848.20
	5. ALL ENTITIES	2005	2/24 / 10	\$ 977.08	\$ 977.08
Taxpayer's reason for refund (attach supporting documentation): <b>PAID IN ERROR. APPLY TO M4661.00.000.0025.00 \$287.28, REFUND DIFF \$3,245.04 TO MORTGAGE CO. MM</b>				<b>TOTAL \$3,532.32</b>	

<b>Step 4:</b> 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."	
	Signature <b>Cheryl A. Reed</b>	Date of application for tax refund <b>7-22-10</b>
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.		

<b>Step 5:</b> Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>8-11-10</b>
	Authorized officer sign here <b>[Signature]</b>	Date <b>8/16/10</b>	
	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 <b>[Signature]</b>	Date <b>7/28/10</b>	

# APPLICATION FOR TAX REFUND

Collection office name <b>HIDALGO COUNTY TAX OFFICE</b>	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) <b>P O BOX 178</b>	Phone (area code and number) <b>(956) 318-2157</b>
City, town or post office, state, ZIP code <b>EDINBURG TX 78540-0178</b>	

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

Step 1: Owner's name and address	Owner's name <b>RIO DEL VIDA APARTMENTS PAID BY: FIRST AMERICAN COMMERCIAL RE SERVICES, INC.</b>
	Present mailing address (number and street) <b>17336 W LITTLE YORK RD</b>
	City, town or post office, state, ZIP code <b>HOUSTON, TEXAS 77084-6301</b>

Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **RIO DE VIDA LOT 1**

Step 2: Describe the property	Address or location of property: <b>R685988</b>
	Account number of property: <b>R2960.00.000.0001.00</b>
	Tax receipt number: <b>OR 15746604</b>

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	1/29 / 10	\$ 174,950.10	\$ 27,590.65
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5.		/	\$ TOTAL	\$ 27,590.65

Taxpayer's reason for refund (attach supporting documentation): **COURT ORDER #C-2698-09-B**

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."	
	Signature <b>sign here</b>	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 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <b>CR 8-18-10</b> <b>8/16/10</b> <b>8/11/10</b>
	Authorized officer <b>sign here</b>	Date	
	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) <b>sign here</b>	Date	

8/12

2010-2011 GFOA Membership Dues

CC CONSENT

Date: 08/31/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Membership Dues

Information

CAPTION

Auditor's Office:
Requesting approval to pay 2010-2011 membership dues to the Government Finance Officers Association in the amount of \$1,775.00 (Requisition 180688).

BACKGROUND

The purpose of the Government Finance Officers Association is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices, and promoting them through education, training and leadership.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available through Requisition# 180688 in the amount of \$1,775.00 as of 8/27/10 for Government Finance Officers Association.

Attachments

Link: Invoice
Link: Affidavits

Form Routing/Status

Table with 3 columns: Route Seq Inbox, Approved By Date, Status. Contains routing history for Erika Zamora and Auditor's Office, including dates and times.

# Government Finance Officers Association

# Renewal Notice

203 N. LaSalle Street, Suite 2700  
 Chicago, IL 60601-1210  
 Phone: (312)977-9700 Fax: (312)977-4806  
 E-Mail: Membership@GFOA.Org  
 Tax ID: 36-2167796

Notice #: 0122001  
 Notice Date: 07/29/2010

RECEIVED BY  
 COUNTY AUDITOR

83422001 Y12 County 500-749K

Current Paid Thru: 09/30/2010

Mr. Raymundo Eufrazio, CPA  
 County of Hidalgo  
 PO Box 689  
 Edinburg, TX 78540 United States

2010 AUG 20 PM 1 14

Membership Renewal for the period of 10/01/2010 through 09/30/2011

Membership Dues Base Fee \$1,775.00

### In-Base Member(s)

		Member #
*Mr. Raymundo Eufrazio, CPA	County Auditor	300141888
Ms. Arcilia B. Duran, MBA	Director of Internal Audit	300077249
Ms. Linda C. Fong	First Assistant Auditor	300129770
Ms. Angelica M. Tapia	Accounting Supervisor	300141890
Ms. Marcela Luna	Director of Accounting	300148648
Mr. Miguel Escaname	Grants Supervisor	300161009

### \* Indicates Primary Contact

No. of In Base Memberships Included in Base Fee: 6  
 Current Number of In Base Members: 6

0 -1100-415-21-170-001-0-810  
 INVOICE RECEIVED BY:  
[Signature] ON 8-20-10  
 GOODS/SERVICES RECEIVED BY:  
 Membership  
 Renewal ON 2010-2011

Total Amount Due: \$1,775.00

**If you need to make any changes to your membership information, please return a copy of the enclosed card with this notice reflecting your changes. Please copy card for additional changes.**

Notice #: 0122001  
 Notice Date: 07/29/2010  
 Membership Number: 83422001

## REMITTANCE STUB

(Please Return with Payment)

County of Hidalgo  
 PO Box 689  
 Edinburg, TX 78540 United States

Membership Renewal for the period of 10/01/2010 through 09/30/2011

Please Remit to:  
 Government Finance Officers Association  
 3076 Eagle Way  
 Chicago, IL 60678-1030

Membership Dues Base Fee \$1,775.00

Total Amount Due: \$1,775.00

Payments by credit card should be mailed or faxed to the address at the top of this form

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

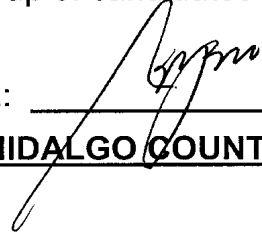
Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

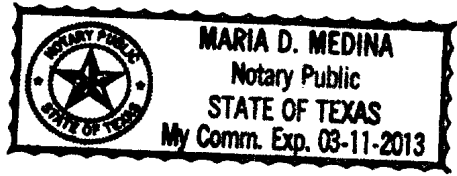
I, **RAYMUNDO EUFRACIO, CPA**, do hereby state that my membership in the **GOVERNMENT FINANCE OFFICERS ASSOCIATION** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE:   
TITLE: HIDALGO COUNTY AUDITOR

DATE: 8/20/10

Before me **MARIA D. MEDINA**, a Notary Public, appeared **RAYMUNDO EUFRACIO, CPA**, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) 

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, LINDA FONG, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

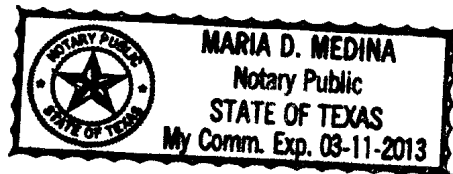
SIGNATURE: Linda Fong

DATE: 8-20-10

TITLE: FIRST ASSISTANT COUNTY AUDITOR

Before me MARIA D. MEDINA, a Notary Public, appeared LINDA FONG, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D Medina  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

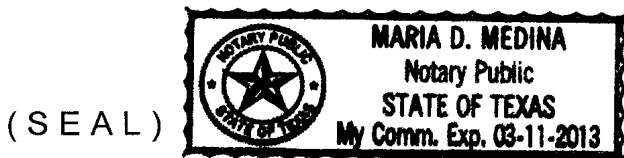
I, **ARCILIA B. DURAN, MBA**, do hereby state that my membership in the **GOVERNMENT FINANCE OFFICERS ASSOCIATION** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: *Maria Arcilia B. Duran*  
TITLE: DIRECTOR OF AUDIT

DATE: 8/20/10

Before me **MARIA D. MEDINA**, a Notary Public, appeared **ARCILIA B. DURAN, MBA**, and on his oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



*Maria D. Medina*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, MARCELA LUNA, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

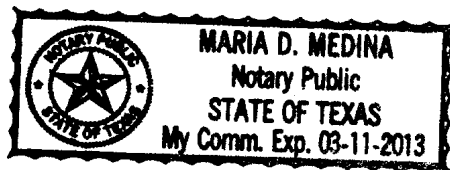
21. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
22. The association or organization is not affiliated with a labor organization;
23. Neither the association or organization nor an employee of the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

SIGNATURE: Marcela Luna  
TITLE: DIRECTOR OF ACCOUNTING

DATE: 0/20/10

Before me MARIA D. MEDINA, a Notary Public, appeared MARCELA LUNA, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D Medina  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

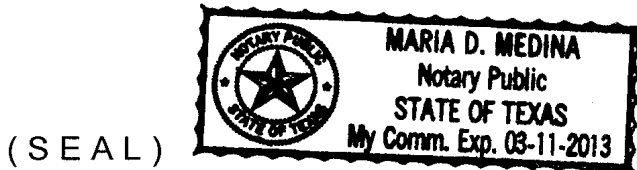
I, ANGELICA M. TAPIA, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE:   
TITLE: ACCOUNTING SUPERVISOR

DATE: 7/20/10

Before me MARIA D. MEDINA, a Notary Public, appeared ANGELICA M. TAPIA, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, MIGUEL ESCANAME, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

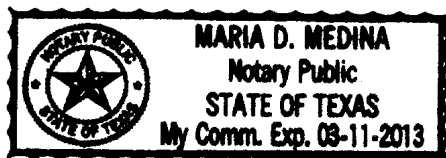
- 26. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
- 27. The association or organization is not affiliated with a labor organization;
- 28. Neither the association or organization nor an employee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

SIGNATURE:   
TITLE: GRANTS SUPERVISOR

DATE: 8/23/10

Before me MARIA D. MEDINA, a Notary Public, appeared MIGUEL ESCANAME, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

**AI-22694**

**9.B.**

**2010 (CDCA) Membership Dues**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Jennilee Garza, COUNTY CLERK  
 Submitted For: Arturo Guajardo  
 Department: COUNTY CLERK  
 Agenda Category: Membership Dues

Information

**CAPTION**

County Clerk:

Requesting approval to pay the 2010 County & District Clerks' Association membership dues in the total amount of \$110.00 for Arturo Guajardo, Jr., with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 08/26/10. Refer to Req #00180900.

Attachments

Link: [CDCA 2010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 09:18 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/26/2010 01:02 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Jennilee Garza Started On: 08/25/2010 04:25 PM  
 Final Approval Date: 08/27/2010

# Requisition

Req # 00180900

PO #

Date: 08/25/10

Bill To: x  
x

**Vendor :** 230995  
 COUNTY & DISTRICT CLERKS' ASSOC OF T  
 BRENDA HUDSON, TREASURER  
**119 S. MAXWELL**  
 TULIA TX 79088

**Ship To:** COUNTY CLERK  
 100 N. CLOSNER, 1ST FL  
 EDINBURG TX 78539

**Contact:** **RENE PEREZ**  
 956-318-2100

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DO NOT DUPLICATE ORDER TO PAY DUES FOR THE COUNTY & DISTRICT CLERK'S ASSOCIATION FOR JULY 2010 - JUNE 2011 FOR ARTURO GUAJARDO JR. <u>Account No</u> 0-1100-415-40-180-001-0-810	110.00  <u>Encumbrance</u> 110.00  Freight .00  Total	110.00     110.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

# COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS



CDCAT Treasurer  
Sheri Woodfin, District Clerk  
Tom Green County  
112 W. Beauregard  
San Angelo, TX 76903

June 28, 2010

Association Dues for July 2010 - June 2011

**MAKE CHECKS PAYABLE TO: CDCA**

**\*\* Payable within 30 Days of this Statement \*\***

### Scale of Dues

Counties with Population:	Less than 20,000	\$	80.00
	20,000 - 50,000	\$	85.00
	50,000 - 100,000	\$	95.00
	100,000 and Over	\$	110.00
Employees & Retired Clerks Election/Court Admin.	Associate Members	\$	45.00
	Affiliate Members	\$	45.00
Vendors & Employees	Corporate Members	\$	125.00
	AMOUNT PAID	\$	<u>\$ 110.00</u>

### IMPORTANT NOTICE

Please list below all current information and return this copy with your dues payment to the above address. Thank you for your prompt attention!

County Hidalgo District \_\_\_\_\_ County X Combo \_\_\_\_\_

Deputy County/District Clerk \_\_\_\_\_ Associate \_\_\_\_\_ Affiliate \_\_\_\_\_ Corporate \_\_\_\_\_

Name: Arturo Guajardo, Jr.

Company Name: Hidalgo County Clerk's Office

Address: 100 N. Closner / P.O. Box 58

City: Edinburg, TX 78540

Phone: 956-318-2100

Fax 956-318-2105

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Arturo Guajardo, Jr., do hereby state that my membership in the County & District Clerks' Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE:   
TITLE: Hidalgo County Clerk

DATE: 8-25-2010

Before me Annette C. Muniz, a Notary Public, appeared Arturo Guajardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

*Chief Deputy / County Clerk*

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**AI-22691**

**9.C.**

**2010 (PRIA) Membership Dues**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Jennilee Garza, COUNTY CLERK  
 Submitted For: Arturo Guajardo  
 Department: COUNTY CLERK  
 Agenda Category: Membership Dues

Information

**CAPTION**

County Clerk:

Requesting approval to pay the 2010 Property Records Industry Association membership dues in the total amount of \$350.00 for Arturo Guajardo, Jr., with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 08/26/10. Refer to Req #00180903.

Attachments

Link: [PRIA 2010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2010 08:03 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/26/2010 01:02 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Jennilee Garza Started On: 08/25/2010 04:16 PM  
 Final Approval Date: 08/27/2010

# Requisition

Req # 00180903

PO #

Date: 08/25/10

Bill To: x  
x

**Vendor :** 364258  
PROPERTY RECORDS INDUSTRY ASSOCIATION  
2501 AERIAL CENTER PARKWAY  
**STE. 103**  
MORRISVILLE NC 27560

**Ship To:** COUNTY CLERK  
100 N. CLOSNER, 1ST FL  
EDINBURG TX 78539

**Contact:** RENE PEREZ  
956-318-2100

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		DO NOT DUPLICATE ORDER TO PAY APPLICATION MEMBERSHIP FOR ARTURO GUAJARDO JR. FOR PROPERTY RECORDS INDUSTRY ASSOCIATION AUGUST 1, 2010 - JULY 31, 2011 <u>Account No</u> 0-1100-415-40-180-001-0-810	350.00 <u>Encumbrance</u> 350.00	350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Freight Total	.00 350.00

**Authorized By:** \_\_\_\_\_

# Membership Renewal – Government Sector



2501 Aerial Center Parkway, Ste. 103, Morrisville, NC 27560  
919.459.2081; 919.459.2075 (Fax)  
[coordinator@pria.us](mailto:coordinator@pria.us); [www.pria.us](http://www.pria.us)  
PRIA Federal I.D. No.: 48-1270545

NAME/TITLE: Arturo Guajardo, Jr. / Hidalgo County Clerk

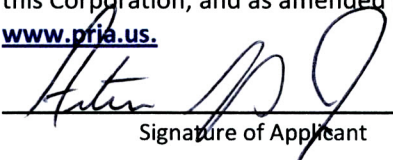
COUNTY/COMPANY NAME: Hidalgo County / Hidalgo County Clerk's Office

MAILING ADDRESS: P.O. Box 58

CITY/STATE/ZIP: Edinburg, TX 78540

PHONE: 956-318-2100 FAX 956-318-2105 EMAIL aguajardo@hidalgocountyclerk.us

**General Conditions for Membership Renewal in PRIA:** In accordance with the General Conditions for membership in this association, the applicant hereby agrees to accept and abide by the Bylaws and Operating Rules established by this Corporation, and as amended from time to time. **For a copy of the Bylaws and Operating Rules, visit [www.pria.us](http://www.pria.us).**

  
\_\_\_\_\_  
Signature of Applicant

8-25-2010  
\_\_\_\_\_  
Date

### Membership Category: Check one below

#### Regular Member

- |                                     |                         |       |
|-------------------------------------|-------------------------|-------|
| <input type="checkbox"/>            | Population up to 75,000 | \$50  |
| <input type="checkbox"/>            | 75,001 to 150,000       | \$125 |
| <input type="checkbox"/>            | 150,001 to 250,000      | \$200 |
| <input type="checkbox"/>            | 250,001 to 500,000      | \$250 |
| <input checked="" type="checkbox"/> | Over 500,000            | \$350 |

**Association or Organization** (National or International) \$2,000  
(Whose members are government officials)

**Association or Organization** (State) \$500  
(Whose members are government officials)

**Associate Member – Non Voting** \$50  
(Staff member of Regular Member)

#### Method of Payment:

- Check **Make payable to PRIA and remit to above address**  
 Credit Card:  Visa  MasterCard  American Express  
Card # \_\_\_\_\_ Name on Card \_\_\_\_\_  
Expiration \_\_\_\_\_ Security Code \_\_\_\_\_

#### Government Sector Membership Categories:

##### Regular Member

An individual or representative of an organization whose primary business, or whose members' primary business, is to provide services relating to recording conveyance of property, taxing property, recording liens on property and providing public access to such records. An organization applying for regular membership must designate one individual to represent the organization.

##### Associate Member – Non Voting

A staff member of a Regular Member.

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Arturo Guajardo, Jr., do hereby state that my membership in the Property Records Industry Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

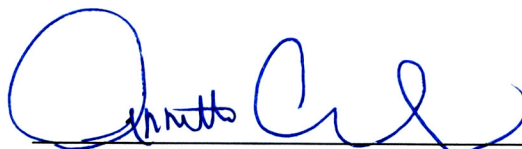
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE:   
TITLE: Hidalgo County Clerk

DATE: 8-25-2010

Before me Annette C. Muniz, a Notary Public, appeared Arturo Guajardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Chief Deputy / County Clerk

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

AI-22671

9.D.

**Membership Dues - Texas District & County Attorneys Association (TDCAA)**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Myra Montoya, SHERIFF DEPT.  
 Submitted For: Myra Montoya  
 Department: SHERIFF DEPT.  
 Agenda Category: Membership Dues

Information

CAPTION

Sheriff's Dept.:  
 Requesting approval of payment for the 2010 membership dues for Chief Deputy Anacleto Martinez to the Texas District and County Attorneys Association in the amount of \$60.00.

BACKGROUND

The Texas District and County Attorneys Association is a non-profit organization dedicated to serving Texas prosecutors and their staffs, as well as attorneys in government representation.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-810  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance as of 8-26-10 \$1,292.29

Attachments

Link: [Texas District & County Attorneys Association](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/25/2010 01:46 PM	APRV
2	Budget & Management	Erika Zamora	08/25/2010 02:34 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/26/2010 03:49 PM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Myra Montoya			Started On: 08/25/2010 10:43 AM	
Final Approval Date: 08/27/2010				

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR MEMBERSHIP DUES

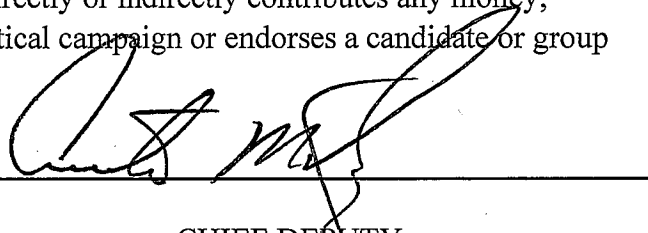
THE STATE OF TEXAS

COUNTY OF HIDALGO

I, ANACLETO MARTINEZ, do hereby state that my membership in the TEXAS DISTRICT AND COUNTY ATTORNEYS ASSOCIATION on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

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

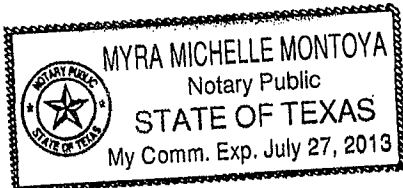
SIGNATURE: \_\_\_\_\_



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

CHIEF DEPUTY

Before me Myra M. Montoya a Notary Public, appeared, ANACLETO MARTINEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

**TEXAS DISTRICT and COUNTY ATTORNEYS ASSOCIATION**

505 W. 12th St., Suite 100 Austin, TX 78701

Phone: 512/474-2436 Fax: 512/478-4112

<http://www.tdcaa.com>

Hidalgo Co. Sheriff's Office

Anacleto "Sonny" Martinez  
Chief Deputy  
P.O. Box 1228  
Edinburg, TX 78540

<b>DATE DUE</b>	<b>9/1/2010</b>
9/2010 - 9/2011	\$ 60.00
Member ID No. 9705	\$
<b>TOTAL</b>	\$

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

**Contract approval - Home Rehab program**

**CC CONSENT**

Date: 08/31/2010  
 Submitted By: Estella Webber, URBAN COUNTY  
 Department: URBAN COUNTY  
 Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition of the following:

1. (1) unit in the City of Alamo, (1) unit in the City of Mercedes and (1) unit in the Countywide area in the amount of \$135,000.00 to De Leon Construction.
2. (1) unit in the Countywide area in the amount of \$51,440.00 to G & G Contractors.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on April 27, 2010 and May 11 & 25, 2010. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, August 4, 2010.

Fiscal Impact

Attachments

Link: [tabulations](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2010 10:45 AM	APRV
2	Perla Lopez	Perla Lopez	08/25/2010 11:01 AM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Estella Webber			Started On: 08/25/2010 08:39 AM	

Final Approval Date: 08/27/2010



**Homebuyer Assistance Program contract  
CC CONSENT**

Date: 08/31/2010  
 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/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contracts with the following:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
JUAN A GALLEGOS	FY 2009	\$5,000	USDA	LOT 15 TOWER LANDING SUBDIVISION PHASE I ALAMO 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	08/25/2010 12:22 PM	APRV
2	Perla Lopez	Perla Lopez	08/25/2010 02:08 PM	APRV
3	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Estella Webber  
 Started On: 08/25/2010 10:55 AM  
 Final Approval Date: 08/27/2010

AI-22710

11.A.

**Purchase of LED Lights for Energy Efficiency and Conservation (EECBG Grant) -Gray Bar  
CC CONSENT**

**Date:** 08/31/2010  
**Submitted By:** Moises Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Sub-category:** Hidalgo County

**Information**

**CAPTION**

Acceptance and Approval of listed proposals (subject to contract pricing verification) received from awarded vendor, Gray Bar Electric Company through the County's participation/membership with U.S. Communities for the "Purchase of LED Lights" in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted.

Job Location	Proposal No.	Amount
Old Admin Bldg	211396503	\$5,482.62
Pct 3 Muti Purpose Bldg	211463592	\$1,073.88
Pct 3 Muti Purpose Bldg	211463593	\$50,538.30

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2010      **ACCT. #:** 0-1287-431-00-123-087-3-671  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Funds available as of 8/27/10 \$182,361.00.

**Attachments**

Link: Grabar Proposals

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Moises Salazar	08/26/2010 12:52 PM	CREATED
1	Purchasing Department	Angela Garcia	08/27/2010 04:58 PM	APRV
2	Erika Zamora			NEW
3	Budget & Management			
4	Auditor's Office			

Form Started By: Moises Salazar      Started On: 08/26/2010 12:52 PM



1402 LAREDO STREET  
 CORPUS CHRISTI TX 78401  
 Phone: 361-886-4100  
 Fax: 361-886-4199

To: HIDALGO COUNTY  
 HIDALGO COUNTY  
 P.O. BOX 1356  
 EDINBURG TX 78539  
 Attn: Rick Sunday  
 Phone: 956-292-7010  
 Fax: 956-318-2152  
 Email: james.wiggins@graybar.com

Date: 08/19/2010  
 Proj Name:  
 GB Quote #: **211396503**  
 Valid From: 08/09/2010  
 Valid To: 09/08/2010  
 Contact: James Wiggins  
 Email: james.wiggins@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: UTILIZING GRAYBAR US COMMUNITIES MASTER AGREEMENT # MA-IS-43272</b>							
<b>JOB LOCATION OLD ADMIN BLDG</b>							
100	2 EA	LEVITON ELECTRICAL	ODS10-IDW	DECORA OCCUPNCY SENSR WHT	\$35.00	1	\$70.00
GB Part #: 99554488 UPC #: 07847701018							
200	38 EA	LEVITON ELECTRICAL	ODS0D-IDW	DUAL RELAY DECO WALL SW W	\$67.29	1	\$2,557.02
GB Part #: 99554500 UPC #: 07847795408							
300	2 EA	LEVITON ELECTRICAL	VPT24-1PZ	24HR TIMER	\$43.60	1	\$87.20
GB Part #: 25265868 UPC #: 07847747755							
400	2 EA	LEVITON ELECTRICAL	OSC04-I0W	INFARED OCC SENSOR	\$54.31	1	\$108.62
GB Part #: 25042117 UPC #: 07847718053							
500	6 EA	LEVITON ELECTRICAL	OSC05-M0W	MULTI TECH CEILING SENSOR	\$80.04	1	\$480.24
GB Part #: 25049293 UPC #: 07847718055							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: HIDALGO COUNTY  
 HIDALGO COUNTY  
 P.O. BOX 1356  
 EDINBURG TX 78539  
 Attn: Rick Sunday

Date: 08/19/2010  
 Proj Name:  
 GB Quote #: 211396503

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600	5 EA	LEVITON ELECTRICAL	OSC10-U0W	ULTRASONIC CEILING SENSOR	\$80.04	1	\$400.20
GB Part #: 25047056		UPC #: 07847718056					
700	4 EA	LEVITON ELECTRICAL	OSC20-U0W	ULTRASONIC CEILING SENSOR	\$93.63	1	\$374.52
GB Part #: 25049294		UPC #: 07847718059					
800	8 EA	LEVITON ELECTRICAL	OSWLR-I0W	OCCUPANCY SENSOR	\$94.04	1	\$752.32
GB Part #: 25096033		UPC #: 07847718835					
900	25 EA	LEVITON ELECTRICAL	OSP20-D0	20A 277V POWER PACK	\$26.10	1	\$652.50
GB Part #: 22126579		UPC #: 07847716274					

Signed: \_\_\_\_\_

**Total in USD (Tax not included): \$5,482.62**

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To: HIDALGO COUNTY  
HIDALGO COUNTY  
P.O. BOX 1356  
EDINBURG TX 78539  
Attn: Rick Sunday

Date: 08/19/2010  
Proj Name:  
GB Quote #: 211396503

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

**Terms and Conditions of sale:**

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- 10. REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
- 12. PAYMENT TERMS** - Payment terms shall be as stated on our invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, Mastercard, American Express and Discover credit cards are accepted at point of purchase only.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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1402 LAREDO STREET  
 CORPUS CHRISTI TX 78401  
 Phone: 361-886-4100  
 Fax: 361-886-4199

To: HIDALGO COUNTY  
 HIDALGO COUNTY  
 P.O. BOX 1356  
 EDINBURG TX 78539  
 Attn: Richard Sunday  
 Phone: 956-292-7010  
 Fax: 956-318-2152  
 Email: JAMES.WIGGINS@GRAYBAR.COM

Date: 08/19/2010  
 Proj Name:  
 GB Quote #: 211463592  
 Valid From: 08/18/2010  
 Valid To: 09/17/2010  
 Contact: James Wiggins  
 Email: james.wiggins@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: UTILIZING US COMMUNITIES MASTER AGREEMENT # MA-IS 43272</b>							
<b>JOB LOCATION PCT 3 MULTIPLEX</b>							
100	942 EA	GENERAL ELEC	F32T8/SP41/ECO	FLUOR LAMP	\$1.14	1	\$1,073.88
GB Part #: 97194102 UPC #: 04316826668							

Signed: \_\_\_\_\_

Total in USD (Tax not included): \$1,073.88

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PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-43272-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
5	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS: Motor Controls & Transformers - Citech Scada Systems  Pricing is List Price from Current Manufacturer's Price List, NO DISCOUNT Offered	0.000		DISCOUNT	0.0000 %
6	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS: Heating & Ventilation - Hunter Fan Lamps & Ballasts - General Electric: Projection Lamps Lighting Fixtures - Watt Stopper: Lighting Control Products Motor Controls & Transformers - Fasco: Motors Raceway & Plugmold - Holocom Tools, Testers & Fasteners - Clauss: Fiber Optic Stippers Wiring Devices & Telecom - Ericson Manufacturing: Plugs & Connectors  Pricing is Discount Off of Current Vendor's Best Price List	0.000		DISCOUNT	3.0000 %
8	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS: Enclosures & Cabinets - Rubbermaid: Containers & Storage Bins Tools, Testers & Fasteners - Allied Bolt: Fasteners Tools, Testers & Fasteners - Purdy: Paint Brushes  Pricing is Discount Off of Current Vendor's Best Price List	0.000		DISCOUNT	4.0000 %
9	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS: Tools, Testers & Fasteners - Black & Decker / Dewalt: Accessories Tools, Testers & Fasteners - Greenlee: Tools, Testers Wiring Devices & Telecom - Woodhead: Cordgrips, Wiring Devices  Pricing is Discount Off of Current Vendor's Best Price List	0.000		DISCOUNT	5.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-43272-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
239	COMMODITY CODE: 285-61-00-027247  ELECTRICAL PRODUCTS: General Electric - 17W T8 Flourescent Lamp 4100K - Ctlg. # F17T8/SP41/ECO	0.000	EA	ITEM	\$ 1.760000
240	COMMODITY CODE: 285-61-00-027247  ELECTRICAL PRODUCTS: General Electric - 17W T8 Flourescent Lamp 3500K - Ctlg. # F17T8/SPX35/ECO	0.000	EA	ITEM	\$ 1.940000
241	COMMODITY CODE: 285-61-00-027247  ELECTRICAL PRODUCTS: General Electric - 20W T12 Flourescent Lamp CW - Ctlg. # F20T12/CW	0.000	EA	ITEM	\$ 1.220000
242	COMMODITY CODE: 285-61-00-027247  ELECTRICAL PRODUCTS: General Electric - 26W 4 Pin DM Blax Compact Flourescent - Ctlg. # F26DBXT4SPX35/4P	0.000	EA	ITEM	\$ 5.290000
243	COMMODITY CODE: 285-61-00-027247  ELECTRICAL PRODUCTS: General Electric - 32W T8 LM Flourescent Lamp 3500K - Ctlg. # F32T8/SPX35/ECO	0.000	EA	ITEM	\$ 1.490000
244	COMMODITY CODE: 285-61-00-027247  ELECTRICAL PRODUCTS: General Electric - 32W T8 LM Flourescent Lamp 4100K - Ctlg. # F32T8/SPX41/ECO	0.000	EA	ITEM	\$ 1.490000



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 Attn: Richard Sunday  
 Phone: 956-292-7010  
 Fax: 956-318-2152  
 Email: JAMES.WIGGINS@GRAYBAR.COM

Date: 08/19/2010  
 Proj Name:  
 GB Quote #: 211463593  
 Valid From: 08/18/2010  
 Valid To: 09/17/2010  
 Contact: James Wiggins  
 Email: james.wiggins@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
<b>Notes: Utilizing Graybar US Communities Master Agreement # MA-IS-43272</b>							
<b>JOB LOCATON PCT 3 MULTIPLEX</b>							
100	942 EA	GENERIC VENDOR	MT81200-120-13M	LED 48" LAMP	\$53.65	1	\$50,538.30

Signed: \_\_\_\_\_

Total in USD (Tax not included): \$50,538.30

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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 HIDALGO COUNTY  
 P.O. BOX 1356  
 EDINBURG TX 78539  
 Attn: Richard Sunday

Date: 08/19/2010  
 Proj Name:  
 GB Quote #: 211463592

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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**Terms and Conditions of sale:**

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
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4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.**
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. **REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
12. **PAYMENT TERMS** - Payment terms shall be as stated on our invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% of the maximum permitted by law may be added to all accounts not paid by its due date. Visa, Mastercard, American Express and Discover credit cards are accepted at point of purchase only.

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**AI-22726**

**11.B.**

**Sheriff's Office -New Communications System -Ratification of Notice to Proceed**

**CC CONSENT**

Date: 08/31/2010  
Submitted By: Moises Salazar, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting ratification of Notice to Proceed for Phase III of Hidalgo County Sheriff's Office "Professional Engineering Consulting Services for the Design of New Communication System" to coincide with issuance of Purchase Order 638034 (3/31/10) due to a miscommunication between SO, Purchasing and vendor.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-339  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
PO#638034 available balance as of 8-27-10 \$90,716.50.

Attachments

Link: [Phase III PO](#)  
Link: [Notice to proceed](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 04:04 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 04:12 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/27/2010 04:50 PM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Moises Salazar			Started On: 08/27/2010 10:27 AM	
Final Approval Date: 08/27/2010				





PURCHASING DEPARTMENT  
County Of Hidalgo

**NOTICE TO PROCEED**

TO: RCC Consultants, Inc.  
10700 North Freeway, Suite 610  
Houston, TX 77037

PROJECT NAME: Hidalgo County Sheriff's Office—"Professional Engineering Consulting Services for the Design of New Communications System".

CONTRACT NO.: C-09-122-10-20 / P.O. 638034

AMOUNT: \$98,394.00

DATE: March 31, 2010

Gentlemen:

Let this serve as a formal notice to proceed for **Phase III** of the Professional Engineering Consulting Services for the Design of New Communications System.

According to the terms of the contract, you have **One Hundred and Sixty (160)** calendar days to fully complete this Phase III. Therefore, you are hereby notified to Commence Work effective **March 31, 2010.**

Prior to commencing work of Phase III of this project, please review all specifications, terms and conditions as set forth in the contract documents. Any deviations to the project must be submitted in writing to the Hidalgo County Sheriff's Office attention Chief Anacleto Martinez and thereafter must be approved by Hidalgo County Commissioners' Court.

Please review and abide by the contract specifications, terms and conditions prior to commencing with work. Any deviations must be submitted in writing to Chief Anacleto Martinez at the Hidalgo County Sheriff's Office and must be approved by Hidalgo County Commissioner's Court.

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: **RCC Consultants, Inc.**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

AI-22709

11.C.

**HCSO-Sixty (60) Day Extension - O.E. Investments Inc- Lease of Tower Space  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Letty Saenz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 09/30/10-12/29/10 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Letter of Extension  
HCSO approval

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-441  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 8-27-10 \$11,300.00

Attachments

Link: [Acknowledgment by OE Investments-Ext Letter](#)  
Link: [Contract Doc#E-08-309-07-28-OE Investments](#)  
Link: [email from HCSO to proceed w/60 day ext](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2010 04:03 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 04:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/27/2010 04:46 PM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Letty Saenz

Started On: 08/26/2010 11:39 AM

Final Approval Date: 08/27/2010



PURCHASING DEPARTMENT  
County Of Hidalgo

August 26, 2010

Othal Brand, Jr., Owner  
**O. E. INVESTMENTS, INC.**  
P. O. Box 4408  
McAllen, Texas 78502  
Ph. (956) 683-7979

Via e-mail [obrand@rioplexwireless.com](mailto:obrand@rioplexwireless.com)  
Via Facsimile (956) 631-2334

**Re: Extension of Contract No. E-08-309-07-28 - "Lease of Tower Space"- Hidalgo County Sheriff's Office**

Dear Mr. Brand:

Commissioners' Court will take applicable action (**Tuesday, August 31, 2010**) in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. (**Commencing, October 1, 2010 - Expiring, December 1, 2010**) or (**upon completion of the procurement process which ever comes first**) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 27, 2010, attn: Leticia Saenz, Contracts Mgr. to (956) 318-2629 or via email [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us).

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Sincerely,

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

xc: File

FAX No. 9564677417

P. 002



# PURCHASING DEPARTMENT County Of Hidalgo

August 26, 2010

Othol Brand, Jr., Owner  
O. E. INVESTMENTS, INC.  
P.O. Box 4408  
McAllen, Texas 78502  
Ph: (956) 683-7979

Via e-mail [obrand@efoplexwireless.com](mailto:obrand@efoplexwireless.com)  
Via Facsimile (956) 631-2334

Re: Extension of Contract No. E-08-309-01-28 - "Lease of Tower Space". Hidalgo County Sheriff's Office

Dear Mr. Brand:


Commissioners' Court will take applicable action (Tuesday, August 31, 2010) in connection with Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed. (Commencing, October 1, 2010 - Expiring, December 1, 2010) or (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 27, 2010, attn: Leticia Saenz, Contracts Mgr. to (956) 318-2629 or via email [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us).

By: 

Date: 8/27/10

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

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

cc: File

O.E. INVESTMENTS  
P.O. BOX 4408  
MCALLEN, TX 78502

TO: Letty Saenz, CPPR/CONTRACTS MANAGER  
FROM: O.E. BRAND, JR  
DATE: August 27, 2010

Attached is Letter for the grace period requested.

Cordially,

Bea Juarez,  
O.E. Investments, Ltd.  
[bjuaraz@rioplexwireless.com](mailto:bjuaraz@rioplexwireless.com)



PURCHASING DEPARTMENT  
County Of Hidalgo

E-09-375-08-18

August 4, 2009

Othal Brand, Jr., Owner  
**O. E. INVESTMENTS, INC.**  
P. O. Box 4408  
McAllen, Texas 78502  
Ph. (956) 683-7979

Via e-mail [obrand@rioplexwireless.com](mailto:obrand@rioplexwireless.com)  
Via Facsimile (956) 631-2334

**Re: Extension of Contract No. E-08-309-07-28 - "Lease of Tower Space"- Hidalgo County Sheriff's Office**

Dear Mr. Brand:

Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with the Hidalgo County's option to renew/extend the *(second 2<sup>nd</sup> year) of the additional two (2) one (1) year term extension* as provided in the current service agreement (under the same rates, terms and conditions). *Effective date of renew/extension is of October 1, 2009.*

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 6, 2009, 12:00 p.m., via email to [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us) or via facsimile to (956) 956-318-2629.

By: \_\_\_\_\_

Date: 8/6/09

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.

Respectively,

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

xc: file



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/27/2010

PRODUCER (956) 968-5521 FAX: (956) 969-9198  
 Montalvo Insurance Agency  
 208 South Texas Blvd  
 PO Box 2  
 Weslaco TX 78599

INSURED  
 Hidalgo County  
 PO Box 1356  
 Edinburg TX 78540

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 #
INSURER A: St. Paul Fire & Marine	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL-SIR \$50,000 <input checked="" type="checkbox"/> Law SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GP06302049-2	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Exclude PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR \$50,000 <input checked="" type="checkbox"/> PHYSDAMG DED \$10,000	GP06302049-2	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Employee Benefit Plan Management Liab. EPL	GP06302049-2 GP06302049-2 GP06302049-2	1/1/2010 1/1/2010 1/1/2010	1/1/2011 1/1/2011 1/1/2011	\$1000000/\$3000000 SIR \$50,000 \$2000000/\$2000000 SIR \$100,000 \$2000000/\$2000000 SIR \$100,000

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

**CERTIFICATE HOLDER**

O.E.M.  
 4800 N. 23rd  
 McAllen, TX 78504

**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

**AI-16842**

**42.0.**

**HCSO-Various Extensions-Keefe Commissary Supp, R&R Distributing,  
Hydro Systems Inc & O.E. Investments Inc  
CC REGULAR**

Date: 08/18/2009  
Submitted By: Letty Saenz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

**CAPTION**

1. Requesting authority to exercise the first (1st) year of the additional two(2) one (1) year periods as provided in current contracts for: "Commissary Supplies" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with multiple awarded vendors: 1) Keefe Commissary Network-C08-212-08-19 and 2) Rene Lucio d/b/a R&R Distributing-C-08-212A-08-19.
2. Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year periods as provided in current contract for: "Water Softener System Maintenance Service" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: Hydro Systems, Inc.-C-08-325-08-26.
3. Requesting authority to exercise the second (2nd) year of the additional two(2) one (1) year periods as provided in current contracts for: "Lease of Tower Space" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with: O.E. Investments, Inc.-E-08-309-07-28.

**BACKGROUND**

Acknowledgment and approval from HCSO

Letters of Extensions from: Keefe Commissary Network, LLC, Rene Lucio dba R & R Distributing, Hydro Systems, Inc. and O.E. Investments, Inc.

Contract No. C-08-212-08-19-Keefe Commissary Network, LLC  
Contract No. C-08-212A-08-19-Rene Lucio dba R & R Distributing  
Contract No. C-08-325-08-26-Hydro Systems, Inc.  
Contract No. E-08-309-07-28-O. E. Investments, Inc.

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Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

FISCAL YEAR: 2009	ACCT. #: 9-1100-423-21-280-002-0-604
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

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Attachments

- Link: [R & R Distributing](#)
  - Link: [Hydro Systems Inc](#)
  - Link: [Keefe Commissary Network](#)
  - Link: [O E Investments Inc](#)
  - Link: [C-08-212-08-19-Keefe Commissary Network](#)
  - Link: [C-08-212A-08-19-R & R Distributing](#)
  - Link: [C-08-325-08-26-Hydro Systems Inc](#)
  - Link: [E-08-309-07-28-O E Investments Inc](#)
- 

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	08/05/2009 04:51 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
Form Started By: Letty Saenz		Started On: 08/05/2009 04:51 PM		

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THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

**LEASE AGREEMENT**  
**C-07-281-09-25**

**THIS AGREEMENT** is made and entered into this 1st day of October, 2007 by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as Lessee.

**ARTICLE I. DEMISE OF LEASE PROPERTY**

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

**ARTICLE 2. LEASE TERM**  
**Term**

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, October 1, 2007 and ending on, September 30, 2008; subject, however, to earlier termination as hereinafter provided.

**Renewal**

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, October 1, 2008 and ending on September 30, 2010 (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

**ARTICLE 3. RENT**  
**Monthly Rental**

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of \$1,800.00 per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be \$1,800.00; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, October 1, 2007.

**Payment of Rent**

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

#### **ARTICLE 4. UTILITIES**

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

#### **ARTICLE 5. USE OF PROPERTY**

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

#### **ARTICLE 6. REPAIR AND MAINTENANCE**

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

#### **ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE**

##### **Taxes**

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

##### **Alternation, Additions, and Improvements**

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths (\$25,000.00) per year.

#### **Damage or Destruction**

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

#### **Insurance**

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

#### **Lessee's Insurance**

7.06 Lessee, at its own expense, shall provide and maintain in force effective October 1<sup>st</sup>, 2007 and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

### **ARTICLE 8. DEFAULT**

#### **Events of Default**

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

#### **Remedies**

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand.

whatsoever.

**Re-entry**

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

**Termination**

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

**Re-letting Property**

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

**Quiet Enjoyment Pending Cure Period**

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

**ARTICLE 9. INTENTIONALLY OMITTED**

**ARTICLE 10. MISCELLANEOUS**

**Notices and Addresses**

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

**LESSOR**

O.E. Investments, Inc.  
Attn.: Othal Brand, Jr.  
P.O. Box 4408  
McAllen, Texas 78502

**LESSEE**

County Of Hidalgo, Texas  
Attn: Juan D. Salinas, III, County Judge  
100 E. Cano St.-2nd Floor  
Edinburg, Texas 78539

**With copy to:**

Hidalgo County Sheriff's Office  
Attn: Guadalupe "Lupe" Trevino, Sheriff  
P.O. Box 1228  
Edinburg, Texas 78541

**Parties Bound**

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

**Texas Law to Apply**

10.03 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/

**Legal Construction**

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Prior Agreements Superseded**

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

**Amendment**

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**Waiver of Default**

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

### **Attorney's Fee**

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

## **ARTICLE 11. WAIVER OF SUBROGATION**

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

## **ARTICLE 12. SPECIAL PROVISIONS**

### **Access to Property**

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

### **Duty Not to Impair Lessee's Operations**

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require that any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

### **Hazardous Substances**

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

**Hazardous Substances**

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

**APPROVED BY COMMISSIONER COURT ON September 25, 2007.**

**Approved as to form:**

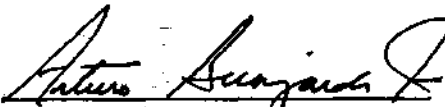
Atias & Hall, LLP

By:   
Stephen L. Crain, Attorney

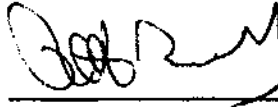
**Lessee:**  
County Of Hidalgo

By:   
Juan D. Salinas, III, County Judge

**Attest:**

  
Arturo Guajardo, Jr., County Clerk

**Lessor:**  
O.E. Investment, Inc.

By:   
Othal Brand, Jr., President

**EXHIBIT "A"**  
**SPECIFICATIONS**

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Exhibit "A"

**HIDALGO COUNTY SHERIFF'S OFFICE  
"LEASE OF TOWER SPACE"  
RFSQ. # 2007-281-08-15-ROL  
SPECIFICATIONS**

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

**Specifications & Requirements, Terms & Conditions**

- 1). All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
- 2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.
- 3). Tower shelter must have electricity and air condition system.
- 4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.
- 5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.
- 6). Height of tower should be four hundred eighty (480) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.
- 8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.
- 9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.
- 10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.  
*except those assessed by County*
- 11). Tower rent must include cost of electricity.
- 12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.
- 13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

- 14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.
- 16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.
- 17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.
- 19). **Disclosure of Conflict of Interest**

**Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIO") 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 CIO must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

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

- 20). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.
- 21). HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.

#### Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

**Note:** Any and all new equipment added by the Sheriff's Office will be honored at lease price.

#### Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed \$25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.**

## **Exhibit "A-1"**

### **Premises**

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26° ,20",26' and Longitude 98° ,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

**EXHIBIT "B"**  
**VENDOR'S BID PRICE**

OE INVESTMENTS, INC.  
P.O. Box 4408  
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL  
08-15-ROL

**EXHIBIT "B"**

**HIDALGO COUNTY SHERIFF'S OFFICE -**  
**"LEASE OF TOWER SPACE"**

**REQUEST FOR SEALED QUOTES**

**RFSQ No. 2007-281-08-15-ROL**

**QUOTE PAGE**

<b><u>QUOTE PER:</u></b>	<b><u>QUOTE AMOUNT:</u></b>
<b><u>MONTH</u></b>	<b><u>\$ 1800.<sup>00</sup>/<sub>xx</sub></u></b>

**BIDDER'S INFORMATION:**


BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N23-d54

CITY/STATE/ZIP CODE: McAllen, TX 78502 McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER  
NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: 

PRINTED NAME: Othel E. Brand, Jr.

TITLE: President

**EXHIBIT "C"**  
**INSURANCE CERTIFICATE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/06/2008

PRODUCER (956)968-5521 FAX (956)969-9198  
Montalvo Insurance Agency  
208 South Texas Blvd  
PO Box 2  
Weslaco, TX 78599

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 Hidalgo County  
PO Box 1356  
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire & Marine	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	GP06302049	01/01/2008	01/01/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law IM SIR \$100,000 <input checked="" type="checkbox"/> GL - SIR \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	GP06302049	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR \$50,000 <input checked="" type="checkbox"/> DedComp/Col \$10000				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Employee Benefits Plan	GP06302049	01/01/2008	01/01/2009	\$1000000/\$3000000 SIR \$50,000
		Management Liability	GP06302049	01/01/2008	01/01/2009	\$2000000/\$2000000 SIR \$100,000
		EPL	GP06302049	01/01/2008	01/01/2009	\$2000000/\$2000000 SIR \$100,000

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

### CERTIFICATE HOLDER

### CANCELLATION

O.E.M.  
4800 N 23rd  
McAllen, TX 78504

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) A10A - 318265

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198  
**Montalvo Insurance Agency**  
 208 South Texas Blvd  
 PO Box 2  
 Weslaco, TX 78599

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 **Hidalgo County**  
 100 E. Cano  
 Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Illinois Union Insurance Co</b>	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD) / LTR (INSTR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Law Enforcement</b> <input checked="" type="checkbox"/> <b>Employee Benefits</b> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 50,000 SIR	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 50,000 SIR	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.A. DISEASE - POLICY LIMIT \$
A	<b>OTHER Public Officials</b>	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000

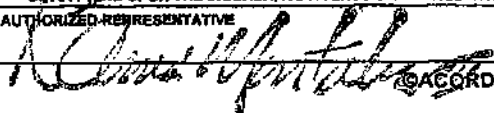
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

O.E.M.  
 4800 North 23rd  
 McAllen, TX 78504

## 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY AND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


ACORD 25 (2001/08)

ACORD CORPORATION 1988

## Leticia Saenz

---

**From:** Eric Trevino [eric.trevino@co.hidalgo.tx.us]  
**Sent:** Friday, August 27, 2010 1:45 PM  
**To:** leticia.saenz@co.hidalgo.tx.us  
**Subject:** FW: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Letty, below is Chief Martinez email advising Mr. Tapia to request the "60 day extension" for the project mentioned above. So far Mr. Tapia has not sent me any email requesting 60 day extension, but the email below should cover it. Use this email as back up for the agenda item (as per your request). Thanks Letty.

---

**From:** Anacleto Martinez [mailto:anacleto.martinez@hidalgo.org]  
**Sent:** Thursday, August 26, 2010 1:40 PM  
**To:** 'Juan Tapia'  
**Cc:** 'Richard Ozuna'; 'Eric Trevino'  
**Subject:** RE: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Mr. Tapia,

Request the 60 day extension.

*Anacleto "Sonny" Martinez. Chief Deputy  
Hidalgo County Sheriff's Office  
711 El Cibola Rd  
(Office) 956-393-6004  
(Fax) 956-393-6179  
Email: anacleto.martinez@hidalgo.org*

---

**From:** Juan Tapia [mailto:juan.tapia@hidalgo.org]  
**Sent:** Thursday, August 26, 2010 12:57 PM  
**To:** 'Richard Ozuna'  
**Cc:** anacleto.martinez@hidalgo.org; r.espinoza@hidalgo.org; leticia.saenz@co.hidalgo.tx.us; 'Darlene Betancourt'; myra.montoya@hidalgo.org; eric.trevino@co.hidalgo.tx.us  
**Subject:** FW: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Lt. Ozuna,

I think in order to play safe, recommend you to request to exercise of 60 day extension,  
Also we'll pay two more months at lowest rate. Thanks Juan Tapia

---

**From:** Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]  
**Sent:** Thursday, August 26, 2010 12:10 PM  
**To:** richard.ozuna@hidalgo.org; juan.tapia@hidalgo.org  
**Cc:** leticia.saenz@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us  
**Subject:** FW: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Good Morning,

Please let this serve as a formal request to send me an email in WRITING as soon as possible, that you are aware and that Sheriff's Office is okay with exercising the 60 day extension for project mentioned above. The current contract expires on Sept 30, 2010, but utilizing the 60 day extension will give County enough time with the procurement process. Hidalgo County Purchasing Department needs your email in writing as part of the backup on the agenda item that we have for Commissioner's Court on 8/31/10. Thank you for your cooperation.

AI-22698

11.D.

**Requesting approval of Invoice No. 10076 and 10080 from Javier Hinojosa Engineering  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Rocio Villarreal, PURCHASING DEPT.  
Submitted For: Rocio Villarreal  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Approval to pay the following Requests for Payment of invoices submitted by contracted engineer, Javier Hinojosa Engineering:

1. Invoice #10076-\$8,510.25 - "Bentsen Palm Drive Drainage Outfall";
2. Invoice #10080-\$2,000.00 - "Texan Rd (Mile 3 to Mile 7)".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-123-084-0-733  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 For Invoice No. 10076: Available funds in P.O. #642518 as of 8/27/10 is \$29,785.88.

FISCAL YEAR: 2010 ACCT. #: 0-1331-431-00-123-010-0-334  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 For Invoice No. 10080: Available funds in P.O. #325487 as of 8/27/10 is \$6,194.69.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 04:18 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 08:00 AM	APRV
3	Perla Lopez	Perla Lopez	08/27/2010 11:21 AM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Rocio Villarreal  
Started On: 08/25/2010 04:31 PM



SIGN: \_\_\_\_\_  
 REQ# 177516  
 PO# 642518

**Javier Hinojosa Engineering**  
 416 E. Dove Avenue  
 McAllen, TX 78504  
 956/668-1588 Fax: 956/994-8102

Invoice No. 10076

<b>Customer</b>	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 24, 2010  Project Name: <b>Bentsen Palm Drive Drainage Outfall</b>

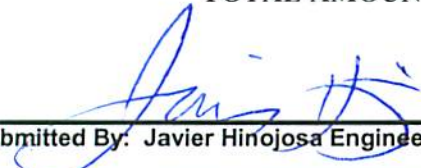
**Description**

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Bentsen Palm Drive Drainage Improvements from Lobo Drive south to the County's Mission Lateral Drainage Ditch.

P.O.#642518  
 CONTRACT AMT.: \$85,102.50

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
<b>Preliminary</b>						
Phase 25%	\$21,275.62	100%	\$21,275.62	\$21,275.62	\$0.00	\$0.00
<b>Design</b>						
Phase 50%	\$42,551.25	100%	\$42,551.25	\$34,041.00	\$8,510.25	\$0.00
<b>Construction</b>						
Phase 25%	\$21,275.63	0%	\$0.00	\$0.00	\$0.00	\$21,275.63
<b>TOTAL</b>	<b>\$85,102.50</b>	<b>75%</b>	<b>\$63,826.87</b>	<b>\$55,316.62</b>	<b>\$8,510.25</b>	<b>\$21,275.63</b>

**TOTAL AMOUNT DUE THIS INVOICE:** **\$8,510.25**

Submitted By:  Javier Hinojosa Engineering

Office Use Only
-----------------

We Appreciate Your Business.

INVOICE RECEIVED BY NSU ON 8/24/10  
 GOODS/SERVICES RECEIVED BY \_\_\_\_\_ ON \_\_\_\_\_  
0-1339-431-00-123-084-0-733

**Javier Hinojosa Engineering**  
 416 E. Dove Avenue  
 McAllen, TX 78504  
 956/668-1588 Fax: 956/994-8102

SIGN: \_\_\_\_\_  
 Invoice No. 10080 REC# \_\_\_\_\_  
 PO# 325487

**INVOICE**

<b>Customer</b>	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 18, 2010  Project Name: Texan Road (Mile 3 To Mile 7)

<b>Description</b>
Work Authorization No. 8 P.O. #325487  Engineering services rendered for completion of Preliminary Phase, Design Phase and completion of construction phase for Texan Road Paving Improvements from Mile 3 To Mile 7.

<b>Contract Amount:</b>	<b>\$73,400.00</b>
<b>Amount To Date:</b>	<b>\$73,400.00</b>
<b>Amount Paid To Date:</b>	<b>\$71,400.00</b>
<b>Amount Due This Invoice:</b>	<b>\$2,000.00</b>

<b>Office Use Only</b>

INVOICE RECEIVED BY  
*[Signature]* ON 8/18/10  
 GOODS/SERVICES RECEIVED BY  
*[Signature]* ON 8/18/10

*We Appreciate Your Business.*

0-1331-431-00-123-010-0-334

**Software/Maintenance/Lease Agreements & Purchase of CCTV & Security System****CC CONSENT**

Date: 08/31/2010  
Submitted By: Matilde Faz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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## 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 authority to enter into a 36-month new copier (capital) lease for a WC5225 printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation term contract #985-L2 for the Constable Pct. 3 Department through requisition #180886 in the amount of \$105.92/month, effective upon approval (0-1100-421-00-293-001-0-780);
3. Requesting approval to enter into a 12-month license support center/remote support subscriber agreement with Cisco Webex, LLC for the (I. T.) Information Technology Department for the amount of \$150.00/month through requisition #180694 effective: 9/1/10-8/31/2011 (0-1100-415-00-200-002-0-336);
4. Requesting authority to enter into a 12-month premium plus maintenance agreement for estudio520 with Office Communications Systems/Toshiba Business Solutions for the Human Resources/Civil Service Department through requisition #180844 in the total amount of \$1,062.80/year-effective: 9/1/2010-8/31/2011 (0-1100-415-50-190-002-0-432);
5. Requesting authority to enter into a 12-month renewal license and support agreement with (TCLEDDS) Texas Commission on Law Enforcement Data Distribution System with "THE PRODUCTIVITY CENTER" for the Constables Pct. 3 Department in the amount of \$295.00/year, through requisition #180800, effective 10/2010 - 10/2011 (0-1100-421-00-293-001-0-336);

6. Requesting authority to purchase a CCTV system and execute required equipment purchase agreement (commercial) through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #'s 285-08 / 325-09 for the Elections Department (Warehouse) in the total amount of \$5,042.20 through requisition #179692;

7. Requesting approval & authority to enter into a 3 years commercial alarm monitoring services and execute required agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #'s 285-08/325-09 for the Elections Department (Warehouse) through requisition #179720 effective upon approval.

Location	Conditions Monitored	Monthly	Account Number
317 N. Closner Edinburg, TX	Burglar	\$15.00	0-1100-414-00-130-001-0-413

8. Requesting authority to purchase a security system and execute required equipment purchase agreement (commercial) through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #'s 285-08 / 325-09 for the Elections Department (Warehouse) in the total amount of \$2,395.95 through requisition #179611;

9. Requesting authority to extend into a 12-month the Element K Master Agreement with Element K Corporation for the District Attorney Office through requisition #180201 in the amount of \$644.00/year. Effective: 8/17/10 - 08/16/11

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 01100421002930010780  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:

FISCAL YEAR: 2010 ACCT. #: 01100415002000020336  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:

FISCAL YEAR: 2010 ACCT. #: 01100415501900020432  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:

FISCAL YEAR: 2010 ACCT. #: 01100421002930010336  
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
 BUDGETARY IMPACT:

FISCAL YEAR: 2010  
FUNDS AVAILABLE Y/N?: Yes  
BUDGETARY IMPACT:

ACCT. #: 01100414001300010439  
MATCHING FUNDS Y/N?: Yes

FISCAL YEAR: 2010  
FUNDS AVAILABLE Y/N?: Yes  
BUDGETARY IMPACT:

ACCT. #: 01100414001300010619  
MATCHING FUNDS Y/N?: Yes

FISCAL YEAR: 2010  
FUNDS AVAILABLE Y/N?: Yes  
BUDGETARY IMPACT:

ACCT. #: 01100414001300010664  
MATCHING FUNDS Y/N?: Yes

FISCAL YEAR: 2010  
FUNDS AVAILABLE Y/N?: Yes  
BUDGETARY IMPACT:

ACCT. #: 01100414001300010743  
MATCHING FUNDS Y/N?: Yes

FISCAL YEAR: 2010  
FUNDS AVAILABLE Y/N?: Yes  
BUDGETARY IMPACT:

ACCT. #: 01100414001300010413  
MATCHING FUNDS Y/N?: Yes

FISCAL YEAR: 2010  
FUNDS AVAILABLE Y/N?: Yes  
BUDGETARY IMPACT:

ACCT. #: 01223412000800070336  
MATCHING FUNDS Y/N?: Yes

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### Attachments

Link: [Updated Exhibit Vendor's List](#)

Link: [Xerox Constable Pct. 3](#)

Link: [Cisco IT Dept.](#)

Link: [Toshiba HR Agreement](#)

Link: [The Productivity Constable Pct. 3](#)

Link: [Superior Alarms Elections](#)

Link: [Superior Alarms Terms & Conditions Elections](#)

Link: [Element K DA's Office](#)

Link: [Superior Alarms Elections Monitoring](#)

Link: [Superior Alarms Elections Monitoring Terms & Conditions](#)

Link: [Superior Alarms Monitoring Agreement Elections](#)

Link: [Superior Alarms Security System Elections](#)

Link: [Superior Alarms Security Systems Agreement Elections](#)

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### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	08/27/2010 11:31 AM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 12:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 04:50 PM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW
Form Started By: Matilde Faz			Started On: 08/25/2010 01:23 PM	
Final Approval Date: 08/27/2010				

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Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2010 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**  
"EXHIBIT A"

**TASB Buy Board;**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013
	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Insko Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010

	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/20105/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08	4/1/2008-3/31/2011 10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

**TPSS-Term contracts P.O.s:**

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1 <sup>st</sup> Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010 – 03/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	
<b>8/31/2010</b>	<b>*BDI Pharma Inc.*</b>	<b>Vaccines &amp; Biologicals</b>	<b>269-A2</b>	<b>01/2007-11/2010</b>

	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	
	Kyocera Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006 – <b>07/2010</b>
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-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	
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	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" Posture Back Ergonomic	505-A2 665-A2 425-A8	
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	
<b>8/31/2010</b>	<b>*Total Pharmacy Supply Inc.*</b>	<b>Hospital Sundries (Disposables) including Syringes</b>	<b>475-A1</b>	<b>05/2006 - 11/2010</b>
	Voss Lighting	Electrical Equipment & Supplies	285-A1	

Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011
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**TPSS-DIR;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	ARC Austin Ribbon & Computer	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601	
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
6/29/2010	CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	592 673 1364	
	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. Networking Equipment	236 235 838 1369	
	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 LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	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 Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	

	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	
	Votec	Software	937	
6/29/2010	Xerox	Products & Services	515	

**TPSS-TXMAS contracts;**

<b>CC Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	AllSteel Inc.	Office Furniture	9-71I030	
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	
	B&H Photo & Video	VCRS, VCP, DVD, Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	
	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	
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	
	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	
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	
	MCS	Access Control Systems	9-84060	
	MSC Industrial Supply Co.	Hardware	3-51V020	

	Mayline Company	Office Furniture	4-7110330	
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	
	Separation Systems Consult, 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	
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	
	Tandus US, Inc.	Floor Covering	5-721A060	
	The Hon Company	Office Furniture	3-711090	
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010	
	Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050	
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	
	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:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	
	Avis Rent a Car Systems	Car Rental	TX-C1080	

**TIPS:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609	

	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309	
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**US Communities;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	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	
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010- 12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	
	Zep	Janitorial Supplies	2007-118-3034	
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	

**TCPN;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	
	CDW	Computer, Components, Peripherals & Software	R-4713	
	GovConnection	Computer, Components, Peripherals & Software	R-4718	
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
	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	
	Troxell Communications	Audio Visual Equipment and Services	R4708	
	Xerox Corporation	Document Management (Copiers)	R-4671	
	Xerox Supplies	Paper fine	R-4929	

**GSA:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

**HGAC:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	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	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
		05/1/2010 – 04/30/2012		

\*Denotes: New Vendor added for approval

Contract Renewed

# Requisition

Req # 00180886

PO #

Date: 08/25/10

*Consent  
# 22678  
8/31/10*

Bill To: x  
x

Vendor: 42129  
XEROX CORPORATION  
P.O. BOX 650361  
PNC BANK  
1200 E CAMPBELL, STE 108  
RICHARDSON TX 75081

Ship To: CONSTABLE PCT 3  
730 BREYFOGLE  
STE. B  
MISSION TX 78572

Contact: R. RAMOS  
956-205-7031

Contract No: SMARTBUY PO

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TPSS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # ***UPON DELIVERY OF NEW MACHINE PLEASE PICKUP TRADE IN SERIAL #TFW024202***  REQUESTING A PO FOR A XEROX 985-L2 LEASE ON WORK CENTRE 5225 COPY *25 PAGES PER MINUTE *75 SHEET DADF *AUTOMATIC DOCUMENT FEEDER *STANDARD TWO 500-SHEET TRAYS *INTEGRATED OFFICE FINISHER *MOBILE STAND INCLUDED  36 MONTH LEASE \$105.92 PER MONTH CASH PRICE \$3,813.12 TRADE IN SERIAL # TFW024202  PRICE INCLUDES 5,000 IMPRESSIONES, MAINTENANCE AND SUPPLIES ALL EXCESS PRINTS @ \$0.0116 DO NOT DUPLICATE ORDER		
1.00	MONTH	SEPTEMBER 2010	105.92	105.92
1.00	MONTH	OCTOBER 2010	105.92	105.92
1.00	MONTH	NOVEMBER 2010	105.92	105.92
1.00	MONTH	DECEMBER 2010	105.92	105.92
		Account No	Encumbrance	
		0-1100-421-00-293-001-0-780	423.68	
			Freight	.00
			Total	423.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

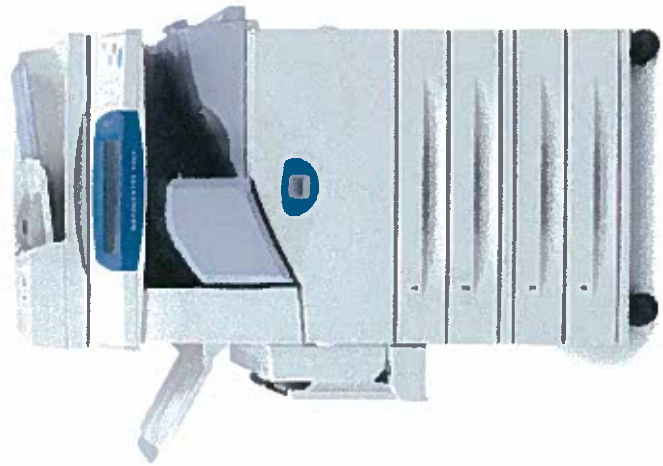
Authorized By: \_\_\_\_\_

Key # 18088P \* Constable Ballardo - TFW024202 \* \*  
\* 430th - TFW026235

**XEROX®**

**WORK CENTRE 5225**

**WORK CENTRE 5225**



**Copy**

- 25 Pages per Minute
- Automatic Document Feeder
- Standard Two 500-Sheet Trays
- Integrated Finisher
- Maximum paper size 11X17
- Mobile stand included

**TPASS 985-L2**  
**36 MONTH LEASE**  
**105.92**  
**CASH PRICE \$3,813.12**

*Trade In: \$1800*  
 LEASE INCLUDES  
 MAINTENANCE AND SUPPLIES  
 FOR 5,000 COPIES OVG. 0.0116

**Call Damaris I Morales**  
**682-1820**



Reg # 180 886

Filter_Group_Val	Contract_Price	Currency_Code	UOM	Qty_Per_UOM	Min_Order_Qty	End_Date	Mfgr_Name	Supplier_Part_No	Description
	105.92	USD	MO	36	1		XEROX CORP	W5225	WorkCentre 5225 Copier includes 75 sheet DADF, Duplex, 2-500 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 40 GB Hard Drive, 256MB Memory, Xerographic module, Starter Toner, Nationalization Kit
	24.39	USD	MO	36	36		XEROX CORP	2KHCTT	<i>MUST Choose One of the Following:</i> 2K Sheet High Capacity Tandem Tray
	19.78	USD	MO	36	36		XEROX CORP	2X-TRAY	2 x 500 Paper Trays
		USD	MO	36	36		XEROX CORP	7132STD	Stand
		USD	MO	36	36		XEROX CORP		<i>MAY Choose One of the Following:</i>
	26.80	USD	MO	36	36		XEROX CORP		FINA-SOUT Int Office Finisher w Side Tray

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Capital Lease Versus Operating Lease Test  
2010

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commencement Date	Description	Monthly Payment Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	2	3a	3b	3c	4a	4b	Capital or Operating Lease? (Calculated Field)
								Lease Term in Months	Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception		
Co. Clks	TPGN	1/12/2010	WC 7132 Copier-Printer	\$170.81	N	N	N	36	60	\$6,495.45	\$5,279.00	Capital Lease	
Auditors	TPSS	1/12/2010	8560DN Phaser O Std. Wty	\$290.38	N	N	N	36	60	\$6,661.59	\$2,258.00	Capital Lease	
Auditors	TPSS	TX Smart Buy PO	Workcentre 7332P	\$221.49	N	N	N	36	60	\$10,453.68	\$9,425.00	Capital Lease	
Tax Office SJ Office	TPSS	TX Smart Buy PO	WC5645	\$153.18	N	N	N	36	60	\$7,973.64	\$8,488.00	Capital Lease	
Juvenile Boot Camp	TPGN	TPCN Contract	WC5638	\$358.17	N	N	N	36	60	\$5,514.48	\$6,520.00	Operating Lease	
Juvenile Detention	TPGN	TPCN Contract	W5645T Copier/AT cc 2008	\$284.22	N	N	N	36	60	\$12,894.12	\$10,188.00	Capital Lease	
District Clerks Office	TASB	3/12/2010	Bizhub 601 Copier/Printer/Scr	\$418.66	N	N	N	36	60	\$14,999.76	\$9,259.00	Capital Lease	
J.P. 1 Place 1	TPSS	Smartbuy	WC 5638 digital copier	\$153.18	N	N	N	36	60	\$5,514.48	\$5,514.18	Capital Lease	
369th District Court	TPSS	Smartbuy	WC 20 digital copier	\$71.49	N	N	N	36	60	\$2,573.64	\$2,572.56	Capital Lease	
Court Law #6	TPSS	Smartbuy	WC 5638 digital copier	\$153.18	N	N	N	36	60	\$5,514.48	\$5,514.18	Capital Lease	
Human Resources	TPSS	Smartbuy	WC7232P digital copier	\$259.38	N	N	N	36	60	\$9,337.68	\$9,337.68	Capital Lease	
Tanya's Copiers	TPSS	6/8/2010	WC 7346P Digital Copier	\$	N	N	N	60	60	#VALUE			
Purchasing	TPSS	5/18/2010	WC 5645 Digital Copier	\$181.74	N	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease	
Tax Office Ed. Auto	TPSS	5/18/2010	WC 5645 Digital Copier	\$181.74	N	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease	
Tax Office Ed.Assees	TPSS	5/18/2010	WC 5645 Digital Copier	\$181.74	N	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease	
Tax Office Ed Bookk	TPSS	5/18/2010	WC 5645 Digital Copier	\$181.74	N	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease	
Tax Office Mc Auto	TPSS	Smartbuy	WC 5225	\$105.92	N	N	N	36	60	\$3,813.12	\$3,813.12	Capital Lease	
Tax Office Miss Auto	TPSS	Smartbuy	WC 5225	\$105.92	N	N	N	36	60	\$3,813.12	\$3,813.12	Capital Lease	
District Clerks Office	TASB	Master Crt #1 Renta	450-452 (e452) Re-Manufactur	\$198.00	N	N	N	60/mo	60	#VALUE!	Rental NO \$ 0.00	Operating Lease	
Purchasing	TPSS	Smartbuy	WC7346P Copier	\$480.40	N	N	N	48	60	\$23,059.20	\$22,131.36	Capital Lease	
92nd District Court	TPSS	Smartbuy	Canon IR-3225	\$165.03	N	N	N	36	60	\$5,941.08	\$4,778.71	Capital Lease	
Etelions Dist.	TPSS	Smartbuy	WC 5225	\$105.92	N	N	N	36	60	\$3,813.12	\$3,813.12	Capital Lease	
Co. Clerk Crim. Dept.	TPSS	Smartbuy	WC 5790T Digital Copier	\$568.14	N	N	N	36	60	\$20,093.04	\$20,093.04	Capital Lease	
Co. Clerk Civil Dept.	TPSS	Smartbuy	WC 5745 Digital Copier	\$180.73	N	N	N	36	60	\$6,506.28	\$6,542.64	Capital Lease	
Co. Clerk Reconciling	TPSS	Smartbuy	WC 5745 Digital Copier	\$182.87	N	N	N	36	60	\$6,583.32	\$6,542.64	Capital Lease	
Co. Clerk Collections	TPSS	Smartbuy	WC 5745 Digital Copier	\$182.87	N	N	N	36	60	\$6,583.32	\$6,542.64	Capital Lease	
Co. Clerk McAllen	TPSS	Smartbuy	WC 5740 Digital Copier	\$153.18	N	N	N	36	60	\$5,514.48	\$5,514.48	Capital Lease	
DAS Appeals Section	TPSS	Smartbuy	WC 5225 Digital Copier	\$105.92	N	N	N	36	60	\$3,813.12	\$3,813.12	Capital Lease	
DAS Felony Section	TPSS	Smartbuy	WC CC20 Digital Copier	\$71.49	N	N	N	36	60	\$2,573.64	\$2,573.64	Capital Lease	
430th District Court	TPSS	Smartbuy	WC CC20 Digital Copier	\$71.49	N	N	N	36	60	\$2,573.64	\$2,573.64	Capital Lease	
448th District Court	TPSS	Smartbuy	WC 5225 Digital Copier	\$105.92	N	N	N	36	60	\$3,813.12	\$3,813.12	Capital Lease	
Constable Pct. 3	TPSS	Smartbuy	WC 7120 Digital Copier	\$233.38	N	N	N	36	60	\$8,401.68	\$8,401.68	Capital Lease	
				\$105.92	N	N	N	36	60	\$3,813.12	\$3,813.12	Capital Lease	

Instructions:

1. Overwrite the first record which is provided as a sample.
2. Enter values in the mandatory fields (green highlight) are entered and the optional fields (peach highlighted), if available.
3. The results of the test will display in the last column.
4. Highlight the basis of your answers to the above test criteria on the source documents.
5. For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.

# Requisition

Req # 00180694

PO #

Date: 08/20/10

*Consent  
# 22678  
8/31/10*

Bill To: x  
x

Vendor : 378615  
CISCO WEBEX, LLC  
3979 FREEDOM CIRCLE  
SANTA CLARA CA 95054

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
4.00	MONTH	DO NOT DUPLICATE ORDER		
1.00		1 LICENSE RENEWAL SUPPORT CENTER/REMOTE SUPPORT 09/01/2010 - 08/31/2011	150.00	600.00
		Account No _____	<u>Encumbrance</u>	.00
		0-1100-415-00-200-002-0-336	600.00	
			Freight	.00
			Total	600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>PO# 635449</i>		
		<i>PO# 635449 7/14/09</i>		

Authorized By: \_\_\_\_\_

## Matilde Faz

---

**From:** Edna Kirby [edna.kirby@co.hidalgo.tx.us]  
**Sent:** Wednesday, August 25, 2010 11:11 AM  
**To:** matilde.faz@co.hidalgo.tx.us  
**Subject:** FW: Quote for Renewal Support Center/Remote Support

---

**From:** Scott Dalton [mailto:Scott.Dalton@webex.com]  
**Sent:** Tuesday, August 24, 2010 4:07 PM  
**To:** Edna Kirby  
**Cc:** amakers@cisco.com  
**Subject:** RE: Quote for Renewal Support Center/Remote Support

Hi Edna,

We will honor the one from 2007. You can just shoot over the PO.

All the Best  
Scott

Scott Dalton  
SLED Regional Territory Manager  
Government & Education Specialist

Cisco Systems, Inc.  
2868 Prospect Park Drive Ste 500,  
Rancho Cordova CA 95670

[www.cisco.com](http://www.cisco.com)

[scott.dalton@webex.com](mailto:scott.dalton@webex.com)  
Phone :916-636-0255

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---

**From:** Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]  
**Sent:** Monday, August 23, 2010 2:54 PM  
**To:** Scott Dalton  
**Cc:** 'Amy Akers (amakers)'  
**Subject:** RE: Quote for Renewal Support Center/Remote Support

Hi Dalton,

# Requisition

Req # 00180844

PO #

Date: 08/25/10

*Consent  
#22678  
8/31/10*

Bill To: x  
x

Vendor: 27057  
OFFICE COMMUNICATIONS SYSTEMS, INC.  
10231 KOTZEBUE  
SAN ANTONIO TX 78217

Ship To: HUMAN RESOURCES/CIVIL SERVICE  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	12 months renewal plus maintenance service contract covering all parts and labor. service agreement to cover 09/01/10 thru 08/31/11. (main unit ID # 36611, model #Toshiba E520, main unit serial # CZL514890). contract includes 130,000 black copies and an overage charge of \$0.007986 will be charged for each excess black copy. (0 color copies)	1,062.80	1,062.80
		Account No	<u>Encumbrance</u>	
		0-1100-415-50-190-002-0-432	1,062.80	
			Freight	.00
			Total	1,062.80
		<i>NIGP 939-27</i>		

Authorized By: \_\_\_\_\_

Page 180844

# PREMIUM PLUS MAINTENANCE AGREEMENT

## TOSHIBA BUSINESS SOLUTIONS Texas

10231 Koizabue | San Antonio, TX 78217 | Phone: 210 357 2600 | Fax: 210 357 2630

Sales Representative: Mike Sund      CONTRACT NUMBER: **343556-001**      EFFECTIVE DATE: **9/1/2010**

### CUSTOMER INFORMATION

Customer Name: <b>Hidalgo County</b>	Bill to Number: <b>57768200/2</b>	Customer Name: <b>Hidalgo County</b>	Ship to Number: <b>343556</b>
Attention: <b>Human Resources Department</b>		Attention: <b>Human Resources Department</b>	
Address: <b>1615 S. Closner Ste. F</b>	City, State, Zip: <b>Edinburg, TX 78539</b>	Address: <b>1615 S. Closner Ste. F</b>	City, State, Zip: <b>Edinburg, TX 78539</b>
Address 2:	Ext:      Fax #:	Address 2:	Ext:      Fax #:
Phone #: <b>(956) 318-2660</b>		Phone #: <b>(956) 318-2660</b>	
Email:		Email: <b>sylvia.rios@co.hidalgo.tx.us</b>	

Select One:  This contract will begin on the date of Equipment installation.       This contract will begin after a \_\_\_\_\_ day warranty period.

### EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (Beginning)	Service Included in Lease	Term of Lease (# of Months)
1 <b>36611</b>	<b>ESTUDIO520</b>	<b>CZL514890</b>	<b>TBA</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>N/A</b>
2				<input type="checkbox"/> Yes <input type="checkbox"/> No	
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	

### SUPPLY INCLUSIVE ITEMS

Cartridge	Drum	Staples	Toner	Other (Please Specify)
1 n/a	Yes	n/a	Yes	<b>Developer</b>
2				
3				
4				

### TRANSACTION TERMS

This contract will bill a minimum charge of **\$1,062.80** every - SELECT ONE:  
 The contract includes **130,000** BLACK copies / prints every.  
 An average charge of **\$0.007986** will be charged for EACH excess BLACK copy / print  
 The contract includes n/a COLOR copies / prints every.  
 An average charge of n/a will be charged for EACH excess COLOR copy / print  
 Revised contract effective in accordance with client's fiscal year.

Comments:

## PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, Toshiba agrees to perform maintenance service in accordance with the following terms and conditions:

- 1) Toshiba will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
- 2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
- 3) This agreement does NOT cover:
  - a. Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by Toshiba.
  - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
  - c. Exterior hardware including: doors, covers, hinges, operational panel, stands, wheels castors, work tables, ext trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
  - d. Exterior or add-on copy counting or monitoring devices.
  - e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
  - f. Circuit board failures unless an UL1449 or Toshiba approved surge protection device is installed inline with the listed equipment.
  - g. Replacement or repair of any network devices not directly involved with the walk-up copying process, (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3) g.
- 4) Customer agrees to:
  - a. Provide suitable electrical service and maintain proper environmental conditions.
  - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to reinstall and adjust after a movement.
  - c. Provide Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
  - d. Pay additional n/a cents per scan, when scans exceed agreement minimum or actual print usage.
  - e. Pay for freight and special shipping charges when requesting parts and/or supplies
  - f. Pay for any charges outside the scope of this Premium Plus Agreement.
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) Toshiba is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba
- 9) Toshiba may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee.
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement.
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

### ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

#### THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and Toshiba, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas	
Name: <u>TBSTX/NM</u>	Company Name: <u>Hidalgo County</u>
Signature: _____	Name: <u>x Rene Ramirez</u> <small>(Please Print Name)</small>
Title: _____	Title: <u>x County Judge</u>
Signature: _____	Signature: <u>X</u>
Date: _____	Date: <u>X 8/31/10</u>
_____	_____
_____	_____

**\*This contract is not valid without an authorized signature.**

**Requisition**

**Req # 00180800**

**PO #**

**Date: 08/24/10**

*Consent  
#22678  
8/31/10*

**Bill To:** x  
x

**Vendor:** 258598  
THE PRODUCTIVITY CENTER, INC.  
10850 RICHMOND AVE., SUITE 285  
HOUSTON TX 77092  
FAX (713)939-9099

**Ship To:** CONSTABLE PCT 3  
730 BREYFOGLE  
STE. B  
MISSION TX 78572

**Contact:** R. RAMOS  
956-205-7031

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	REQUESTING A PO FOR TCLEDDS RENEWAL FROM OCTOBER 2010 THRU OCTOBER 2011 FOR CONSTABLE PRECINCT 3 DEPARTMENT DO NOT DUPLICATE ORDER  RENEWAL FOR TCLEDDS FOR CONSTABLE PRECINCT 3 DEPARTMENT TO COVER FROM OCTOBER 2010 - OCTOBER 2011. Account No 0-1100-421-00-293-001-0-336  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	295.00  Encumbrance 295.00  Freight .00  Total	295.00       295.00

**Authorized By:** \_\_\_\_\_

Reg # 180800

# INVOICE



**THE PRODUCTIVITY CENTER**  
10850 RICHMOND AVE  
SUITE 285  
HOUSTON, TX 77042  
(713) 939-9777

INVOICE NUMBER: HCCP58110

INVOICE DATE: 8/1/10

PAGE: 1

**SOLD TO:**

HIDALGO CO. CONST. PCT. 3  
730 N. BREYFOGLE RD. STE. B  
MISSION, TX 78572

CUSTOMER I.D.	CUSTOMER P.O.	PAYMENT TERMS		
HCCP005		Net 30 Days		
SALES REP I.D.	SHIPPING METHOD	SHIP DATE	DUE DATE	
			8/31/10	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1.00		OCT. 2010 - OCT. 2011 TCLEDDS RENEWAL	295.00	295.00

Subtotal	295.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$295.00</b>
Payment Received	0.00
<b>TOTAL DUE</b>	<b>\$295.00</b>

Check No:

Reg #180800



July 27, 2010

LARRY GALLARDO  
HIDALGO CO. CONST. PCT. 3  
730 N. BREYFOGLE SUITE B  
MISSION, TX 78572

This is a reminder that your TCLEDDS subscription that began on 10/26/2009 is about to renew. Attached is an invoice for your next subscription cycle.

**If this invoice has reached you in error or you will not be renewing your subscription for another year, please notify us at least 30 days in advance from the date of this letter.**

If you have any questions, please contact me at 800-975-0599 or email at tcledds@prodctr.com. We look forward to serving you for another year.

There is a charge of \$120 for each Agreement Trainer license being used. (If the price below does not reflect the \$120, then this does not effect your departments renewal) If you do not have the Agreement Trainer and would like to have this ability please check the box below and you will be invoiced an additional \$120. If you have any questions or concerns feel free to contact me at your earliest convenience.

Sincerely,

Francine Morones  
TCLEDDS Sales Rep.

Your original start date was: 10/26/2009 Your Category as designated by TCLEOSE is: 2009-C

TCLEDDS Price:	\$295.00	
Extra StateWide Users:	\$0.00	
Extra Dept. Licenses:	\$0.00	
Agreement Trainer*:	\$0.00	<input type="checkbox"/> Check here to add Agreement Trainer to invoice.
<b>Total</b>	<b>\$295.00</b>	

**Productivity Center Inc.**  
*Your Resource for Complete Technology Solutions*  
10850 Richmond Ave. Suite 285  
Houston, Texas 77042  
713-939-9777 · 800-975-0599  
email: tcledds@prodctr.com · fax 713-939-9099

# Requisition

Req # 00179692

PO #

Date: 08/02/10

*Consent  
# 22678  
8/31/10*

Bill To: x  
x

Vendor: 133655  
SUPERIOR ALARMS  
P. O. BOX 3097  
MCALLEN TX 78502  
FAX (956) 971-6395

Ship To: ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

Contact: TTrujillo  
956-318-2570

Contract No: BUYBOARD 28508-3

Special Instructions:  
REQ # 147

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TEXAS BUYBOARD CATALOG # 325-09		
		DO NOT DUPLICATE ORDER		
1.00	EACH	TVR-08050 DVR 8 CH 500G	1,478.75	1,478.75
5.00	EACH	HT-INTB8 BULLET CAMERA	350.00	1,750.00
3.00	EACH	ADC-720D COLOR DOME CAMERA	110.60	331.80
1.00	EACH	ALT-248 POWER SUPPLY	78.40	78.40
1.59	EACH	OTHER SERVICES- NTEGRATION & DESIGN	175.00	278.25
15.00	HRS	Labor Rate @ \$75.00	75.00	1,125.00
		<u>Account No</u>	<u>Encumbrance</u>	
		0-1100-414-00-130-001-0-439	1,403.25	
		0-1100-414-00-130-001-0-619	410.20	
		0-1100-414-00-130-001-0-664	1,750.00	
		0-1100-414-00-130-001-0-743	1,478.75	
			Freight	.00
			Total	5,042.20
		DO NOT DUPLICATE ORDER		
		<i>Asset #</i>		

Authorized By: \_\_\_\_\_



*Root  
179692*

600 Ash Avenue - P.O. Drawer 3097  
 McAllen, TX 78501  
 State Lic. B4881 - Fire Lic. ACR-86318-816  
 Tel. (956) 682-6005 - Fax 213-1179

*We send the police there in a hurry!*

July 8, 2010

Hidalgo County Elections Department *(Warehouse)*  
 317 North Clossner  
 Edinburg, TX. 78539  
 (956) 318-2570

**Scope of work:** Install a CCTV system at the above location with the following equipment:

*30% Disc.*

QTY	PART #	CATALOG	DESCRIPTION	LIST PRICE	BUYBOARD 30% DISCOUNT
1	TVR-08050	<i>10%</i> AMERICAN DYNAMICS	DVR 8 CH 500G	\$ 2,112.50 <i>743</i>	\$ 1,478.75 ✓
5	HT-INTB8	<i>30%</i> SPECO ✓	BULLET CAMERA	\$ 500.00 <i>664 / 150 ea.</i>	\$ 1,750.00 ✓
3	ADC-720D	<i>10%</i> AMERICAN DYNAMICS	COLOR DOME CAMERA	\$ 158.00 <i>619</i>	\$ 331.80 ✓
1	ALT-248	<i>30%</i> ALTRONIX	POWER SUPPLY	\$ 112.00 <i>619</i>	\$ 78.40 ✓
1.59	INTEGRATION SERVICES	OTHER SERVICES	INTEGRATION & DESIGN	\$ 250.00 <i>439</i>	\$ 278.25 ✓
<b>EQUIPMENT TOTAL:</b>					<b>\$ 3,917.20</b>
<b>LABOR (RATE @ \$75):</b>					<b>\$ 1,125.00</b>
<b>GRAND TOTAL:</b>					<b>\$ 5,042.20</b>

*285.08*

**Texas BuyBoard Catalog 325-09**

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement. Customer to provide an LCD monitor with VGA connection.

Terms: 50% down or P.O. number, Balance upon completion

Accepted by: \_\_\_\_\_

Date \_\_\_\_\_

Respectfully,  
 Sonia Alaniz  
 Sales Representative



**Matilde Faz**

*Reg # 179692*

**From:** Sharon McAfee [Sharon.McAfee@tasb.org]  
**Sent:** Wednesday, August 25, 2010 3:22 PM  
**To:** 'Matilde Faz'  
**Subject:** RE: BUYBOARD CONTRACT SUPERIOR ALARMS CCTV SYSTEMS 285-08/325-09

Maty, following is information from the BuyBoard:

**Catalog** 30% Discount Off Altronix Pricelist for Digital Video Recorder Surveillance Systems  
**Superior Alarms** Admin Links: [C][V][I]

**Catalog** 30% Discount Off Speco Pricelist for Digital Video Recorder Surveillance Systems  
**Superior Alarms** Admin Links: [C][V][I]

**Catalog** 10% Discount Off American Dynamics/Intellex Pricelist for Digital Video Recorder Surveillance  
**Superior Alarms** Systems  
Admin Links: [C][V][I]

**Catalog** 30% Discount Off Superior Alarms Buyboard Pricelist for System Integration and Design Services  
**Superior Alarms** Admin Links: [C][V][I]

I hope this information is helpful.

Sharon McAfee  
BuyBoard Program Director  
Phone: 800-695-2919  
Fax: 800-211-5454  
E-Mail: [sharon.mcafee@tasb.org](mailto:sharon.mcafee@tasb.org)

---

**From:** Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]  
**Sent:** Wednesday, August 25, 2010 3:13 PM  
**To:** Sharon McAfee  
**Subject:** BUYBOARD CONTRACT SUPERIOR ALARMS CCTV SYSTEMS 285-08/325-09

Good afternoon, Ms. Sharon

I would like to request yours assistance or someone in the Buyboard office who worked in this contracts in how to verify this items provided by the vendor are awarded items through this contracts mentioned above 285-08 / 325-09.

I would appreciate all your help.

Thanks!

*Your prompt and favorable consideration to this matter would be deeply appreciated.*



*Matilde (Maty) Faz*

**Purchase Order Specialist II**  
**Hidalgo County Purchasing Department**  
**2802 South Business Highway 281**

**Vendor Contract Information**[Proposal Documents](#)[Back](#)

**Vendor:** Superior Alarms  
**Address:** 600 Ash Avenue  
McAllen, TX 78501  
**Phone:** (956) 682-6005  
**Contact:** Colin Ashburn  
**Email:** [colin@superioralarms.com](mailto:colin@superioralarms.com)

**Federal ID:** 74-2420252

**Accepts RFQs:** Yes

**Contract:** Radio Communication Products #285-08

**Effective Date:** 4/1/2008

**Expiration Date:** 3/31/2011

**Payment Terms:** 1% in 10/Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Free Shipping

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Quote Reference Number:**

285-08

**Regions Served:** All Texas Regions

**States Served:** All States

**Vendor Exceptions:** None

**Return Policy:** New parts accepted for return within 60 days ARO if in manufacturer's sealed box. Credit, exchange or refund depending upon the circumstances.

*American  
Dynamics*

[\[ Log Out \]](#)

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ALL RIGHTS RESERVED

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 EXCEED \$1,000.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

D. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, including, but not limited to installation, service, maintenance or the failure of the System to properly operate with resulting loss to Subscriber because of, among other things:

- (1) the uncertain amount of value of 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 System 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 a monitoring facility or an audible device sounding;
- (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by the failure of the System; and
- (4) the nature of the service to be performed by Company.

**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 \$1,000.00, 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.**

E. 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 System 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 C and D of this Section.

**F. 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 LIABILITY OR ELIMINATING WARRANTIES, REPRESENTATIONS, DAMAGES, OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION BY SUBSCRIBER FULLY UNDERSTANDS THAT EXCEPT AS OTHERWISE ACKNOWLEDGEMENT CONSTITUTES A WAIVER OF ANY AND ALL RIGHTS FOR COMPANY TO EFFECTUATE THIS A

**SIGN HERE**



Subscriber

#### **V. Customer Default: Company's Remedies:**

A. Subscriber will be in default and breach of this Agreement if Subscriber fails to pay to Company any fees, charges or other amounts as and when due; or Subscriber fails to perform any of Subscriber's other obligations under this Agreement and Subscriber's failure to perform continues for three calendar days after Company gives Subscriber notice.

B. If Subscriber is in default or breach of this Agreement, in addition to any other remedies provided herein or by law, Company may do any or all of the following without releasing Subscriber:

- (1) by notice to Subscriber, terminate this Agreement;
- (2) by notice to Subscriber, declare immediately due and payable all consideration to be paid by Subscriber under this Agreement.

All remedies provided for herein are deemed to be cumulative. Pursuit by Company of any of the foregoing 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.

#### **VI. Contract For Monitoring Service**

Subscriber understands that Company does not provide monitoring of emergency signals emanating from the System and if that service is desired by Subscriber, Subscriber is responsible for contracting with a monitoring facility. Superior Central Station, Inc. provides monitoring service to most of Company's customers; but Subscriber is not required to utilize that entity. Which ever monitoring service Subscriber chooses, if any, the alarm monitoring service agreement with that entity will prescribe the terms and conditions under which the System will be monitored; and Company has no responsibility for that operation and function.

#### **VII. 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 addresses of Subscriber and Company indicated in the introductory Paragraph 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 or a duly authorized agent thereof, as the case may be. All invoices by Company notifying Subscriber that an installment is due may be mailed by first class mail, postage prepaid, to the address of Subscriber indicated in the introductory Paragraph 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 discussion 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 except for the Section III heading 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. All Riders, 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 provisions, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable 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 by Company, as the case may be, for any reason or for no reason, when, in the absence of 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 other tribunals.



**SIGN HERE**

C. This Agreement is binding on Company and shall be enforceable by the authorized representative of Company.

SUBSCRIBER

COMPANY

ALAN YODER-ENTERPRISES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Requisition

Req # 00180201

PO #

Date: 08/11/10

*Consent  
# 22678  
8/31/10*

Bill To: x  
x

**Vendor:** 335134  
ELEMENT K CORPORATION  
500 CANAL VIEW BLVD  
ROCHESTER NY 14623  
FAX (585)214-5442

**Ship To:** Hidalgo County District Attorney  
100 North Closner 5th Floor  
Edinburg Tx 78539

**Contact:** ROXANA SEGOVIA  
956-318-2300

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER MASTER AGREEMENT RENEWAL FOR SOFTWARE AS A SERVICE ACCESSED THROUGH STANDARD WEB-BROWSING PROGRAMS AUGUST 17, 2010 - AUGUST 16, 2011 Account No _____ 0-1223-412-00-080-007-0-336  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	644.00  <u>Encumbrance</u> 644.00  Freight .00  Total	644.00        644.00

**Authorized By:** \_\_\_\_\_

9/15/09  
PK 628958 09 Po

**ELEMENT K CORPORATION  
ADDENDUM # 2  
SUBSCRIPTION**

**CUSTOMER:** County of Hidalgo

**Effective Date:** 08/11/2010

**Address:** 100 North Closser  
5th Floor  
Edinburg, TX 78539

This is to extend the Element K Master Agreement dated 08/09/2008 (together with this Addendum, including any Exhibits hereto, the "Agreement"), for an additional term of 12 months from the service start date.

**CONTENT SERVICES**

**Licensed Content to be delivered by means indicated below:**

**KnowledgeHub** KnowledgeHub is a web delivered, Software as a Service accessed through standard web-browsing programs. You will receive password protected access to the specific libraries and/or features noted under the "# of User IDs, Libraries and Other Services" section below. You will also receive password-protected access to the Element K Administration web site with functionality to administer training to Authorized End Users.

**Learning Products - Number of User IDs / Courses / Collections**

<u>Name</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Line Item Price</u>
Computer Professional - Add-On/Renewal	CP	USD \$644.00	1	USD \$644.00

During the initial subscription period, Customer may purchase additional IDs, via a mutually executed addendum, for access to the Licensed Content at the same per year pricing as provided herein, and such IDs shall expire one year from purchase.

**Term:** The initial term of the Content Service identified above shall be for 12 month(s) from the service start date.

**Fees:** USD \$644.00, per year, for a total commitment of USD \$644.00

**TOTAL FEES FOR SERVICES IDENTIFIED ABOVE**

**USD \$644.00**

**Purchase Order** Does CUSTOMER require a Purchase Order? N/A. PO#:

**Requirements:** (If yes, a physical copy of the Purchase Order must be attached to this Agreement.)

**Credit Card** Is CUSTOMER paying by credit card? .

**Purchase:** (If yes, credit card number and authorization must be provided.)

**INVOICING/PAYMENT:** CUSTOMER is responsible for all service fees, plus all sales, value-added or other transaction taxes, shipping and duties, payable in US Dollars to Element K at the address specified under "Payment Remittance" below. The transaction(s) between EK and Customer hereunder are taking place, and all payments shall be made, in the United States. Payment in full is due within 30 days of invoice. Invoices will be sent by Element K upon execution hereof, on any renewal date, as may be set forth herein, and as agreed in any applicable Statement of Work.



# Requisition

Req # 00179720

PO #

Date: 08/02/10

*Consent  
#22678  
8/31/10*

Bill To: x  
x

Ship To: ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

Vendor: 133655  
SUPERIOR ALARMS  
P. O. BOX 3097  
MCALLEN TX 78502  
FAX (956)971-6395

Contact: TERRY TRUJILLO  
956-318-2570

Contract No:

Special Instructions:  
REQ # 148

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	MONTH	DO NOT DUPLICATE ORDER NEW 36 MONTHS COMMERCIAL ALARM MONITORING AGREEMENT FEE FOR THE ELECTIONS WAREHOUSE LOCATED AT 317 N. CLOSNER IN EDINBURG.	15.00	90.00
		Account No _____	Encumbrance	
		0-1100-414-00-130-001-0-413	90.00	
			Freight	.00
			Total	90.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# 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.

## Misleading Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with the name and telephone numbers (hereinafter called a "Station" in the singular, and "stations" in the plural) of all persons who are to be notified in the event of an alarm condition. Company reserves the right to modify or change the name and telephone number of any emergency signal recipient from a station provided the name of the emergency signal recipient is called "Company Receivers" as described under heading "Location of Alarm Devices" on the front page of this Agreement. Hereafter referred to as "Primes". Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition for errors or mistakes made 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 fully 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 (a) to monitor signals to Company from alarm devices of Subscriber, (b) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (c) to notify the local authorities (depending on the alarm condition reported) inside under heading "Local Authorities To Be Notified" on the front page of this Agreement in the sole discretion of Company. In the event the response received from the Subscriber's designated station is incomplete or unsatisfactory in the sole discretion of Company (hereinafter, collectively, called the "Service"), provided, however, that the Subscriber has complied with the conditions of this Agreement, Company shall be required to give notification of an emergency signal from an alarm condition reported, and further provided that Company shall not be required to give notification of an emergency signal from an alarm device 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 and Company have completed, to the extent satisfaction 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.

## 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 "Fee" Term 1, hereinafter, in the front page of this Agreement in the manner hereinafter set forth on the front page of this Agreement. Subscriber agrees to pay Company the fee for the Service in advance of the date of the expiration of the term of the Service, and the fee shall be paid in full by the Subscriber on or before the date of the expiration of the term of the Service. Company may impose and collect from Subscriber an administrative charge of 5% of the net stated amount of \$5.00, which shall be in addition to the fee set forth on the front page of this Agreement. B. This Agreement shall be for the initial Term set forth in the heading "Fee" Term 1, hereinafter, 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) 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 the Agreement, as applicable. If, for any renewed period after the initial Term, Company shall determine an increase in the fee is appropriate, 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 cancelled 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 of the provisions or covenants of this Agreement, other than the payment of the fee, and (iii) if Subscriber shall fail to comply with any of the provisions or covenants of this Agreement, other than the payment of the fee, which are not subject to a grace period, and (iv) if Subscriber shall fail to comply with any of the provisions or covenants of this Agreement, other than the payment of the fee, which are not subject to a grace period, and (v) to the extent permitted by law if Subscriber or its successors, assigns, contractors, licensees or agents, or any of them, shall be in default.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the Service to the Subscriber and recover then without cost of the fee due from Subscriber; and (ii) recover then matured installments of the fee due from Subscriber and recover then matured cost of discontinuance of the Service to Subscriber or (iii) 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. Pursued by Company of any of the foregoing 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.

## Limitation on Liability

A. The alarm devices located on the Premises and have 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 (setting an effective date) to Subscriber, this Agreement may be renewed 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 services 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 other governmental agencies, 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 CIRCUMVENTED BEFORE THE ALARM DEVICES WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION.** For all these reasons, Subscriber is responsible for insuring the life and property with the types and amounts of insurance that Subscriber deems appropriate. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber, whatsoever for the Service, except to the extent specified in Paragraph B, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. **COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR 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 NEGLIGENCE, 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 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, 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 EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY.**

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(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 Subscriber, 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 Paragraphs 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

### Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement or subcontract its obligations and rights under this Agreement, in whole or in part, without any written consent of Subscriber, hereby consents to and shall acknowledge every such assignment or subcontract shall be required by the law to be made, provided that the assignment or subcontract shall be made to a person or persons who shall be bound by the same terms and conditions as set forth in this Agreement to the same extent as Company's (a) after notice from Company to do so, Subscriber will perform all of its 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 the right to have recourse directly against Company on account of any such defense or claim), and (b) Company shall fully assume 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 shall be inoperative or void if Subscriber, after the date of such assignment, 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). This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

### 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 to 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 party or equipment, and any communication so delivered in person shall be deemed to be given when received by the receiving party. In all cases mentioned in this Paragraph A, the date of the giving of such notice shall be the date of the mailing of such notice, or the date as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such notices 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, communications, 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 included for convenience of reference only and shall not modify, define, limit, or expand the express provisions hereof. The Parties to this Agreement shall have the same meaning throughout this instrument unless otherwise defined and applied on the first page of this Agreement. 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 hereon. 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 thereof, 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 legal, valid and enforceable 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 may be binding on the next, personal representatives, successors and assigns of the parties hereto. This Agreement may be assigned, transferred, sold, conveyed, mortgaged, pledged, hypothecated, assigned, or otherwise, and shall be binding on the parties to this Agreement. Whichever Company is "Subscriber to Company," "acceptable in 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 or to the adjudication by courts of law or otherwise.

C. This Agreement is binding on Company, may be subject to appeal or to the adjudication by courts of law or otherwise of Company. This Agreement may only be altered or modified by a document in writing signed by both parties, here to



# Requisition

Req # 00179611

PO #

Date: 07/30/10

Consent  
# 22678  
8/31/10

**Bill To:** x  
x

**Vendor:** 133655  
SUPERIOR ALARMS  
P. O. BOX 3097  
MCALLEN TX 78502  
FAX (956)971-6395

**Ship To:** ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

**Contact:** TTrujillo  
956-318-2570

**Contract No:** BUYBOARD 28508-3

**Special Instructions:**  
REQ. # 146

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TEXAS BUYBOARD CATALOG 325-09 CC CONSENT AGENDA 8/31/2010 DO NOT DUPLICATE ORDER		
1.00	EACH	DMP XT-30DS-G CONTROL PANEL	102.06	102.06
1.00	EACH	DMP 714-8 ZONE EXPANDER	137.90	137.90
2.00	EACH	DMP 7060W LCD KEYPAD	139.30	278.60
1.00	EACH	DMP 321 TRANSFORMER	9.10	9.10
1.00	EACH	DMP 335 INTERIOR SIREN	9.80	9.80
1.00	EACH	AMSECO 4150004 EXTERIOR SIREN	51.80	51.80
2.00	EACH	DSK 12V-BATT BATTERY	24.50	49.00
7.00	EACH	GE 1081N CONTACTS	2.58	18.06
1.00	EACH	GRI 4532 OVERHEAD DOOR CONTACTS	12.53	12.53
4.00	EACH	BOSCH DS820 MOTION DETECTOR	46.20	184.80
1.00	EACH	DMP 356-2 RJ CORD	3.50	3.50
1.00	EACH	DMP 318 HARNESS	13.30	13.30
1.86		OTHER SERVICES INTERGRATION & DESIGN	175.00	325.50
16.00	HRS	Labor Rate @ \$75.00	75.00	1,200.00
		<u>Account No</u>	<u>Encumbrance</u>	
		0-1100-414-00-130-001-0-439	1,525.50	
		0-1100-414-00-130-001-0-619	870.45	
			Freight	.00
			Total	2,395.95
		DO NOT DUPLICATE ORDER		

**Authorized By:** \_\_\_\_\_

Matilde Faz

Req# 179611

**From:** Sharon McAfee [Sharon.McAfee@tasb.org]  
**Sent:** Thursday, August 26, 2010 9:00 AM  
**To:** 'Matilde Faz'  
**Subject:** RE: Superior Alarms Security Systems Contract

Catalog 30% Discount Off Superior Alarms Buyboard Pricelist for All Access Control Security Systems  
Superior Alarms Admin Links: [\[C\]](#)[\[M\]](#)[\[I\]](#)

Maty, the discount off the Superior Alarms pricelist will cover the following brands: DMP, Amseco, DSX, and GRI. Hope this is helpful.

Sharon McAfee  
BuyBoard Program Director  
Phone: 800-695-2919  
Fax: 800-211-5454  
E-Mail: sharon.mcafee@tasb.org

---

**From:** Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]  
**Sent:** Wednesday, August 25, 2010 5:00 PM  
**To:** Sharon McAfee  
**Subject:** RE: Superior Alarms Security Systems Contract

Sharon I was looking for the catalog initials couldn't find DMP nor DSX or GRI

*Your prompt and favorable consideration to this matter would be deeply appreciated.*



*Matilde (Maty) Faz*

Purchase Order Specialist II  
Hidalgo County Purchasing Department  
2802 South Business Highway 281  
Edinburg, Texas 78539  
☎ (956) 318-2626 ext. 4854  
☎ (956) 318-2629  
✉ matilde.faz@co.hidalgo.tx.us

*"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"  
Always remember to forget the troubles that pass your way; but **never** forget the blessings that come each day.*



*Reg # 179611*

**600 Ash Avenue- P.O. Drawer 3097  
 McAllen, TX 78501  
 State Lic. B4881 - Fire Lic. ACR-86318-816  
 Tel. (956) 682-6005 - Fax 213-1179**

*Feel Admin on Sales Mgr.*

***We send the police there in a hurry!***

July 8, 2010

Hidalgo County Elections Department *(Warehouse)*  
 317 North Closner  
 Edinburg, TX. 78539  
 (956) 318-2570

**Scope of work:** Install a Security system at the above location with the following equipment:

QTY	PART #	CATALOG	DESCRIPTION	LIST PRICE	BUYBOARD 30% DISCOUNT
1	XT-30DS-G	DMP	CONTROL PANEL	\$ 145.80 ✓	\$ 102.06 ✓
1	714-8	DMP	ZONE EXPANDER	\$ 197.00 ✓	\$ 137.90 ✓
2	7060W	DMP	LCD KEYPAD	\$ 199.00 ✓ <i>139.30 ea.</i>	\$ 278.60 ✓ ✓
1	321	DMP	TRANSFORMER	\$ 13.00 ✓	\$ 9.10 ✓
1	335	DMP	INTERIOR SIREN	\$ 14.00 ✓	\$ 9.80 ✓
1	4150004	AMSECO	EXTERIOR SIREN	\$ 74.00 ✓	\$ 51.80 ✓
2	12V-BATT	DSX	BATTERY	\$ 35.00 ✓ <i>2450 ea.</i>	\$ 49.00 ✓
7	1081N	GE <i>28508</i>	CONTACTS	\$ 3.68 ✓ <i>2.5 ea.</i>	\$ 18.06 ✓ <i>18.03</i>
1	4532	GRI	OVERHEAD DOOR CONTACTS	\$ 17.90 ✓	\$ 12.53 ✓
4	DS820	BOSCH <i>28508</i>	MOTION DETECTOR	\$ 66.00 ✓ <i>46.20</i>	\$ 184.80 ✓
1	356-2	DMP	RJ CORD	\$ 5.00 ✓	\$ 3.50 ✓
1	318	DMP	HARNES	\$ 19.00 ✓	\$ 13.30 ✓
1.86	INTEGRATION SERVICES	OTHER SERVICES	INTEGRATION & DESIGN	\$ 250.00 ✓ <i>439</i>	\$ 325.50 ✓ <i>175.00</i>
				<b>EQUIPMENT TOTAL:</b>	<b>\$ 1,195.95</b>
				<b>LABOR (RATE @ \$75):</b>	<b>\$ 1,200.00</b> <i>439</i>
				<b>GRAND TOTAL:</b>	<b>\$ 2,395.95</b>

**Texas BuyBoard Catalog 325-09**

**Acceptance of Proposal**

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Accepted by: \_\_\_\_\_

Date \_\_\_\_\_

Respectfully,  
 Sonia Alaniz  
 Sales Representative



**Search Results: All Commodities**

[Help](#)

**Narrow Search by Keyword(s):**

[Search](#) [Back](#)

Part # / Vendor	Description	Qty	Unit	Price		
<a href="#">Labor Rate/Repair Superior Alarms</a>	Labor Rate for Repair of Systems, per hour.		EA	\$85.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for All Access Control Security Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for Public Warning Mass Notification Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	0% to 35% Discount Off Superior Alarms Buyboard Pricelist for All Other Types of Security Related Products		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Labor Rate/Install Superior Alarms</a>	Labor Rate for Installation of Systems, per hour.		EA	\$75.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for System Integration and Design Services		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for Attack Warning Mass Notification Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for All Fire Control Security Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for All CCTV and Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
<a href="#">Catalog Superior Alarms</a>	30% Discount Off Superior Alarms Buyboard Pricelist for All Repair Parts		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>

1-10 of 1000 items [ Next >> ]

**Search Criteria:**  
**Vendor: Superior Alarms**

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**Search Results:**

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Narrow Search by Keyword(s):

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Part # / Vendor	Description	Qty	Unit	Price		
Catalog <a href="#">Superior Alarms</a>	30% Discount Off Aiphone Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	30% Discount Off GE Security Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	11.6% to 49.3% Discount Off Extreme CCTV Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	53.3% Discount Off DWWW Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	29.2% to 50% Discount Off deView Electronics Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	30% Discount Off Covi Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	30% Discount Off Bosch Security Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	0% to 23% Discount Off Arteco Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	30% Discount Off Altronix Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>
Catalog <a href="#">Superior Alarms</a>	15% to 26.6% Discount Off NVT Pricelist for Digital Video Recorder Surveillance Systems		EA	\$0.00	<a href="#">Add</a>	<a href="#">Info</a>

1-10 of 32 items [ Next >> ]

**Search Criteria:**  
**Vendor:** Superior Alarms  
**Part Number:** CATALOG

[\[ Log Out \]](#)

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SUPERIOR ALARMS BUYBOARD CATALOG CONTRACT #325-09

XT30DS-G	DMP	Panel, in 340 enclosure, with Dialer		\$	145.80
714-8	DMP	Eight Point Zone Expander in 340 Enclosure		\$	197.00
7060-W	DMP	Keypad, LCD Display, with shortcut keys, White		\$	199.00
321	DMP	16.5 VAC 40 VA Plug-in Transformer		\$	13.00
335	DMP	Indoor siren		\$	14.00
AMSECO:AMSECO	4150004	Model# SSX51, INDOOR/OUTDOOR 15 WATT 12VDC ARMORED SIREN BEIGE	122dB		\$74.00

DSX: 12V-BATT      12 Volt 7 Amp Hour Battery      \$      35

GE:GE SECURITY	1081N	LEAD TIME 10 DAYS, MAGNET, 1085 SERIES, WHITE	\$3.68
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GRI:GRI	4532	N/A <i>Revised head contacts</i>	\$17.90
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Bosch:BOSCH	DS820	20' TRITECH PIR/MW	\$66.00
-------------	-------	--------------------	---------

DMP: 356-2		RJ Phone Cable, 2 ft.		\$	5.00
DMP 318		Battery Harness for standard battery leads		\$	19.00

Description      LIST PRICE

System Integration and Design Services      \$250      per hour

System Repair Parts      \* If the part is listed on any manufacturer's sheet in this catalog, we will allow a 30% discount from the list price.

Service/Maintenance Agreements      These are custom agreements to cover installed equipment at the customer's facilities.

Superior Alarms will allow a 10% Buyboard discount off service/maintenance agreements.

**Current BuyBoard Vendors**

Phone: 800-695-2919

Fax: 800-211-5454

**Custodial Supplies & Equipment #291-08****Expires: 5/31/2011**

**Abernathy Company	AmSan	Austin Vacuum, S.A., Inc.
**Bain Paper Company	Brawner Paper Company	Buckeye Cleaning Center
CC Distributors, Inc	Certified Laboratories, A Div of NCH Corp.	Chemsearch, A Div Of NCH
CleanCare, Inc.	Complete Supply, Inc.	**Debco
Eagle Brush & Chemical, Inc.	Empire Paper Company	Gulf Coast Paper Company
Hillyard, Inc.	**Hollywood Restroom & Janitorial Supplies	JanPak Supply
K-Stone Supplies & Repairs	**M.A.N.S. Distributors, Inc.	Mantek, Division of NCH Corp
Matera Paper Company	**Mayfield Paper Company	**Miller Paper & Packaging Company
NETD, Inc.	Olmsted Kirk Equipment and Supply Company	Pollock Paper Distributors
**Pro Serve Enterprise, Inc.	**Professional Polish Equipment	Safeway Supply
Sanitary Supply Co.	Smith Supply Company, Inc.	**South Texas Environmental Products, Inc.
**Southern Paper & Chemical Co., Inc.	**Springtime Janitorial	Staples (former Corporate Express-Custodial O
TechSan Supply	TK Sales	**Torrez Paper Company
**Wagner Supply Company	Wholesale Vacuum Connection, Inc	

**Energy Saving Lighting Products #290-08****Expires: 3/31/2011**

Facility Solutions Group	Graybar Electric	InLine Electric Solutions of Texas, LLC
X-TRA Light Manufacturing		

**Exterior Building Cleaning #321-09****Expires: 7/31/2012**

Goldstone Exterior	Hill Country Pressure Wash
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**Facilities Maintenance Services #279-07****Expires: 9/30/2010**

GCA Services Group of Texas, LP
---------------------------------

**Fire & Security Systems & Monitoring #325-09****Expires: 9/30/2012**

3Sixty Integrated.com	Alarm Integrations, Inc.	Communication Concepts
ComTech Group	Entech Sales & Service, Inc.	Federal Signal Corporation
Guardian Security Solutions	JPM Communications	Kratos Southwest, LP
Rx Technology	**Sigma Surveillance, Inc	Stanley Security Solutions (Sonitrol)
<b>Superior Alarms</b>	Tecline Solutions	Texas Electronic Systems Specialists

**Fire Apparatus #323-09****Expires: 8/31/2012**

**BrandFX Body Company	**Chastang Enterprises, Inc.	Gulf Coast Emergency Vehicles
Hall Buick Pontiac GMC	Hall-Mark Fire Apparatus - Texas, LLC	Martin Apparatus & Equipment (Fire Apps)
**Neel Assoc., Inc.	Siddons Fire Apparatus, Inc.	South Central Seagrave
Sutphen Corporation	VT Specialized Vehicles Corp.	

**First Aid Supplies and Equipment #294-08****Expires: 5/31/2011**

A-Athletic and Medical Supply Co., Inc.	**Alert Services	Buck's Wheel & Equipment Corp
Eagle Enterprises	HeartSafe America	Henry Schein, Inc.
**Jefferson Medical Supply	Laerdal Medical Corporation	Moore Medical LLC
Pick International Inc.	School Health Corporation	School Nurse Supply, Inc.
William V. MacGill & Co.		



**AI-22668**

**11.F.**

**Requesting Approval of 1 Year Extension w/Quest Diagnostics Incorporated for "Hidalgo County-Laboratory Services" for Hidalgo County  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Yvette Islas, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Approval to exercise the second one (1) year extension as provided in the current contract E-09-417-09-15 for "Laboratory Services" for Hidalgo County under the same rates, terms, and conditions with Quest Diagnostics Incorporated effective September 30, 2010 through September 29, 2011.

BACKGROUND

ORIGINAL CONTRACT NO. C-08-196-09-30

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-331  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$55,671.25 available funding as of 08/27/10.

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-32-330-001-0-331  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$97.70 available funding in account as of 08/27/10.

Attachments

- Link: [signed renewal quest diag.lab services 22668](#)
- Link: [adult det quest renewal 22668](#)
- Link: [jjs quest renewal 22668](#)
- Link: [certificate of insurance](#)
- Link: [intital contract dates](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 03:41 PM	APRV

2	Budget & Management	Erika Zamora	08/27/2010 07:56 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 11:39 AM	APRV
4	Auditor's Office		08/27/2010 05:21 PM	NEW

Form Started By: Yvette Islas

Started On: 08/25/2010 09:06 AM

Final Approval Date: 08/27/2010

---



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

August 18, 2010

Quest Diagnostics Incorporated  
Attn: Dr. Michael Peat, Ph.D.  
4770 Regent Blvd  
Irving, Texas 75063

Re: E-09-417-09-15 (C-08-196-09-30)  
Laboratory Services - Hidalgo County

Dear Vendor:

Commissioners' Court will take applicable action (Tuesday September 01, 2010) in connection with Hidalgo County's option to renew/extend the second (2<sup>nd</sup>) year of the two (2) one (1) year term extensions as provided in the current extension/contract referenced above for: "Laboratory Services - Hidalgo County" under the same rates, terms and conditions. Renewal/Extension date effective as of September 30, 2010, terminating September 29, 1011.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by Tuesday, August 24, 2010, 3:00 PM via facsimile to 956-292-7612 attn: Yvette Islas, Buyer III or by email: [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: \_\_\_\_\_

  
MICHAEL A. PEAT

Date: 8-24-10

Sincerely,

Yvette S. Islas  
Hidalgo County Purchasing Department

cc: department  
auditors

TRANSMISSION VERIFICATION REPORT

TIME : 08/24/2010 14:39  
NAME : ADMINISTRATIN  
FAX : 9729163285  
TEL : 9729163237  
SER.# : BRO4J393892

DATE, TIME	08/24 14:39
FAX NO./NAME	19562927612
DURATION	00:00:22
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

**From:** [Juan Tapia](mailto:Juan.Tapia@hidalgo.tx.us)  
**To:** [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us)  
**Cc:** [Armando.Campos@hidalgo.org](mailto:Armando.Campos@hidalgo.org); [eliza.cantu@hidalgo.org](mailto:eliza.cantu@hidalgo.org); [virginia.rodriguez@hidalgo.org](mailto:virginia.rodriguez@hidalgo.org)  
**Subject:** FW: E-09-417-09-15 Laboratory Services  
**Date:** Monday, August 16, 2010 12:17:31 PM

---

To: Yvette,  
Please proceed with the renewal of our contract for Quest Diagnostic Inc.  
Thanks  
Juan Tapia

To: Cap. Campos,  
Please see mail sent to Selly cc. you on April 12, 2010, I will resend it again.  
Thanks  
Juan Tapia

---

**From:** Armando Campos [mailto:armando.campos@hidalgo.org]  
**Sent:** Monday, August 16, 2010 10:39 AM  
**To:** 'Juan Tapia'  
**Subject:** RE: E-09-417-09-15 Laboratory Services

Mr. Tapia, I made contact with LVN Elisa Cantu regarding the renewal of the contract with Quest Diagnostic, according to Mrs. Cantu there are no issues with said contract, so we recommend renewing the contract. For your information Mrs. Selly Mendez has resigned as of Friday August 13, 2010. If you have any further questions regarding the infirmary, please direct them to Commander Jackson and me.

Mr. Tapia, on a different note have you been able to find out anything on the removal of the Dental X-Ray machine in the infirmary, we DO NOT need that item and would like to have it removed, if you are unable to get any information, please advise so that I may start working on the removal.

Thank You  
Campos

---

**From:** Juan Tapia [mailto:juan.tapia@hidalgo.org]  
**Sent:** Friday, August 13, 2010 9:04 AM  
**To:** [selly.mendez@hidalgo.org](mailto:selly.mendez@hidalgo.org); [eliza.cantu@hidalgo.org](mailto:eliza.cantu@hidalgo.org)  
**Cc:** 'Joe Jackson'; [Armando.Campos@hidalgo.org](mailto:Armando.Campos@hidalgo.org); [virginia.rodriguez@hidalgo.org](mailto:virginia.rodriguez@hidalgo.org)  
**Subject:** FW: E-09-417-09-15 Laboratory Services

Selly,  
Please confirm if you have any issues regarding extending (renew) our contract with Quest Diagnostic  
In order to approve to process mentioned contracted one (1) more year extension. Thanks Juan Tapia

---

**From:** Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]  
**Sent:** Thursday, August 12, 2010 9:48 AM  
**To:** 'Juan Tapia'; Joe Ochoa  
**Subject:** E-09-417-09-15 Laboratory Services

Good morning.

I am looking at E-09-417-09-15 (extension to contract No. C-08-195-09-30) with Quest Diagnostic Incorporated for

Hidalgo County-Laboratory Services. This extension will end September. We have the 2<sup>nd</sup> one (1) year

extensions available to us.

Would you like to exercise this one (1) year extension?

Please respond with your decision by Tuesday, August 17, 2010 so we may proceed with the extension or begin the bidding process.

Thank you,

Yvette S. Islas

Buyer III

Hidalgo County Purchasing Department

956-318-2626

**From:** [Joe Ochoa](#)  
**To:** [Yvette Islas](#)  
**Subject:** Re: E-09-417-09-15 Laboratory Services  
**Date:** Friday, August 13, 2010 8:57:49 AM

---

Yvette,

We would like to exercise this one (1) year extension with Quest Diagnostic, thank you

***Joe Ochoa, Detention Superintendent  
Judge Mario E. Ramirez, Jr., Juvenile Justice Center  
1001 N. Doolittle Rd.  
Edinburg, Texas 78541  
(956) 587 - 6200 ext. 7111  
(956) 383 - 4280 (fax)***

---

**From:** Yvette Islas <yvette.islas@co.hidalgo.tx.us>  
**To:** Juan Tapia <juan.tapia@hidalgo.org>; Joe Ochoa <jochoajpd@yahoo.com>  
**Sent:** Thu, August 12, 2010 9:48:05 AM  
**Subject:** E-09-417-09-15 Laboratory Services

Good morning.

I am looking at E-09-417-09-15 (extension to contract No. C-08-195-09-30) with Quest Diagnostic Incorporated for Hidalgo County-Laboratory Services. This extension will end September. We have the 2<sup>nd</sup> one (1) year extensions available to us. Would you like to exercise this one (1) year extension?

Please respond with your decision by Tuesday, August 17, 2010 so we may proceed with the extension or begin the bidding process.

Thank you,  
Yvette S. Islas  
Buyer III  
Hidalgo County Purchasing Department  
956-318-2626



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/27/2010

**PRODUCER**  
MARSH USA INC.  
ATTN: JANET T. NORMAN  
1166 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036

37986 -MAIN--09-10      xxx

THIS CERTIFICATION 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**  
QUEST DIAGNOSTICS INCORPORATED AND ITS WHOLLY OWNED SUBSIDIARIES  
3 GIRALDA FARMS  
MADISON, NJ 07940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Quest Diagnostics Incorporated	
INSURER B: Travelers Prop. Casualty Co. Of America	25674
INSURER C: N/A	N/A
INSURER D: Lexington Insurance Company	19437
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	"\$2,000,000 SELF INSURED RETENTION"	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	TC2JCAP-266T3603-TIL-09	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
D	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	8124655	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TC2JUB-266T3523-TIL-09 (DED) TRJUB-266T3535-TIL-09 (RETRO)	12/31/2009 12/31/2009	12/31/2010 12/31/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>OTHER</b> PROFESSIONAL LIAB. CLAIMS MADE	SELF-INSURED RETENTION	12/31/2009	12/31/2010	\$5,000,000 (SIR)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: 1221 E TENTH STREET, SUITE 101-A, WESLACO, TX 78596; 1201 E. RIDGE ROAD, SUITE A, McALLEN, TX 78503; 2723 W. TRENTON, EDINBURG, TX 78539; 302 LORENALY DRIVE, SUITE B, BROWNSVILLE, TX 78526.

**CERTIFICATE HOLDER**      NYC-003435339-23

## CANCELLATION

HIDALGO COUNTY HEALTH DEPARTMENT  
ATTN: MARTHA L. SALAZAR, CPPS  
2812 SO. BUSINESS 281- NEW ADMIN BLDG  
EDINBURG, TX 78539

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  
of Marsh USA Inc.  
Marla Nicholson

*Marla Nicholson*

ACORD 25 (2009/01)

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### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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 beginning September 30, 2008 and ending September 29, 2009 and may be extended at the sole discretion of County for an additional two (2) one (1) year terms. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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

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

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

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

**AI-22656**

**11.G.**

**BCAP-Pct 1-Round III-Approval of Final Construction Contract-McKee  
Subdivision  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Yvette Islas, PURCHASING DEPT.  
Submitted For: Agapito Vargas  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Approval of final construction contract (CC previously approved to award on 06-22-10) for C-CAP-10-177-06-22 Road & Drainage Construction for McKee Subdivision between Hidalgo County and H2O Construction Services, Inc. in the amount of \$117,805.55.

**BACKGROUND**

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up due to contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract. (Project Engineer: TEDSI Infrastructure Group, Inc.)

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-896-0-731/733  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Obj. 731-"Roads"-Available balance as of 8-27-10 \$80,393.62  
Obj. 733-"Drainage Ditches"-Available balance as of 8-27-10 \$37,412.00  
Total funds available as of 8-27-10-\$117,805.62

Contract amount is \$117,805.55; Awarded contractor is H2O Construction Services;  
Project engineer is TEDSI Infrastructure Group

Attachments

Link: [mckee cntrct 22656](#)  
Link: [ai requ 22656](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 03:35 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 07:55 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/27/2010 02:30 PM	APRV

4 Auditor's Office

08/27/2010 05:21 PM NEW

Form Started By: Yvette Islas

Started On: 08/24/2010 01:31  
PM

Final Approval Date: 08/27/2010

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IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, June 22<sup>nd</sup>, 2010.

CONTRACTOR: \_\_\_\_\_  
Print Name & Title: Chris Hamby President  
Name of Firm: H2O Construction Services, INC.  
Address: P.O. Box 532815  
159170 2853  
Fed I.D. #/SS #: 26-1790599

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 22<sup>nd</sup> day of June, 2010, by Secretary Of and on behalf of H2O Construction Services, Inc. (A corporation) (Title)

Stephanie Hamby  
Notary Public-Signature



APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.  
800 Pecan  
McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

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

\_\_\_\_\_  
Rene A. Ramirez, County Judge

**From:** [Agapito Vargas](#)  
**To:** "Yvette Islas"  
**Cc:** "[Raul Lozano](#)"; "[John Paul Lugo](#)"; "[Marcie Jackson](#)"; "[Yvette Islas](#)"; "[Katia Garcia](#)"; "[Valde](#)"; "[Agapito Vargas](#)"  
**Subject:** Approval Final Negotiated Contract  
**Date:** Tuesday, August 24, 2010 3:55:33 PM

---

Yvette, please place the following item on CC agenda for Tuesday 31<sup>st</sup> August 2010:

Approval of final negotiated contract for Precinct 1 – 3<sup>rd</sup> Call Border Colonias Project: McKee  
Subdivision (CSJ: 3C1080896); Awarded On: June 22<sup>nd</sup> 2010  
Contractor: H2O Construction Services Inc., Harlingen, TX  
Project Engineer: TEDSI Infrastructure Group  
Account: 9-1311-431-00-123-896-0-731 & 733

Contract copies were forward previously.  
Thanks,

*Agapito Vargas*, Executive Director

Hidalgo County Border Colonias Access Program  
301 East State  
Pharr, TX 78577  
Office Tel: 956/787-1891  
Fax: 956/787-4683  
Cell: 956/460-6364  
email: [agapito.vargas@co.hidalgo.tx.us](mailto:agapito.vargas@co.hidalgo.tx.us)  
email smart phone: [canics49@gmail.com](mailto:canics49@gmail.com)



Please refrain from printing this email unless completely necessary. Go Green!

AI-22651

11.H.

**ONE YEAR EXTENSION - CREDIT CARD PAYMENT SERVICES  
CC CONSENT**

Date: 08/31/2010  
Submitted By: Olga Montero, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting authority to exercise the one (1) year term extension as provided in the current contract for the project: Between Hidalgo County and Easy Access, Inc. for " Credit Card Payment Services - Hidalgo County", C-09-040-09-22--- Effective date: January 01, 2011.

**BACKGROUND**

original contract approved 09/22/2009 AI 17503/ 25.A.6

Fiscal Impact

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Credit Card Services will be paid through a user fee, no budgetary impact to the County.

Attachments

Link: [contract](#)  
Link: [extension letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/26/2010 03:34 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2010 07:54 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/27/2010 10:50 AM	APRV
4	Auditor's Office	Angela Garcia	08/27/2010 05:21 PM	APRV

Form Started By: Olga Montero  
Started On: 08/24/2010 09:44 AM  
Final Approval Date: 08/27/2010

# EZAccess<sup>®</sup>

## INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

**EASY ACCESS INC** whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closser, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

### WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

#### 1. CONTRACT:

The Contract consists of:

- A. This document and
- B. EXHIBITS A through G, attached hereto.

#### 2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

#### 3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

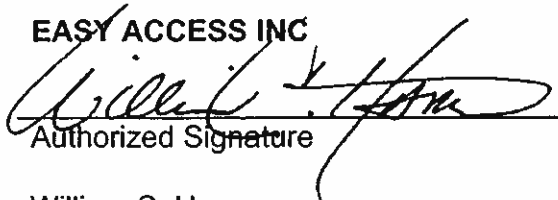
**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1**  
 212 N. 12<sup>th</sup> Street  
 Edinburg, Texas 78541  
 Attn.: Ms Aleida Lopez / Project Manager  
 Phone #: 956:380-4473  
 FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

**EASY ACCESS INC**

  
 Authorized Signature

William C. Hamer

Typed

CEO

Title

Date

9-30-09

CLIENT:

**HIDALGO COUNTY**

  
 Authorized Signature

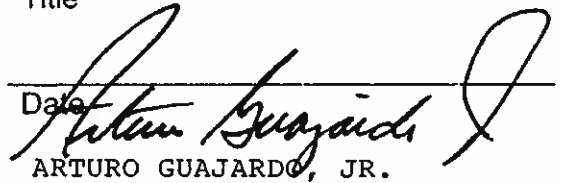
JUAN D. SALINAS, III

Typed

COUNTY JUDGE

Title

Date

  
 ARTURO GUAJARDO, JR.

Attest

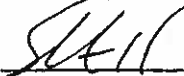
COUNTY CLERK

Title

Approved by Commissioners' Court on 09/22/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

### 34. EXHIBIT F: EZ-NETPAY<sup>®</sup> Convenience Fee Schedule

#### A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee\* that will be charged by EAI to the Credit Card holder. The proposed fee will be \$2.50 per \$100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee <sup>1</sup>
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 300.00	\$ 7.50
\$ 300.01	\$ 400.00	\$ 10.00
\$ 400.01	\$ 500.00	\$ 12.50
\$ 500.01	\$ 600.00	\$ 15.00
\$ 600.01	\$ 700.00	\$ 17.50
\$ 700.01	\$ 800.00	\$ 20.00
\$ 800.01	\$ 900.00	\$ 22.50
\$ 900.01	\$ 1,000.00	\$ 25.00
\$ 1,000.01	AND UP	The above sample chart illustrates the \$2.50 per \$100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

<sup>1</sup>These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

**B. Electronic Check Fees**

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee <sup>2</sup>
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 400.00	\$ 7.50
\$ 400.01	\$ 800.00	\$ 10.00
\$ 800.01	\$ 1,000.00	\$ 12.50
\$ 1,000.01	\$ 2,000.00	\$ 15.00
\$ 2,000.01	\$ 4,000.00	\$ 17.50
\$ 4,000.01	\$ 8,000.00	\$ 20.00
\$ 8,000.01	\$ 12,000.00	\$ 22.50
\$ 12,000.01	\$ 25,000.00	\$ 25.00
\$ 25,000.01	AND UP	1% of Transaction

<sup>2</sup> These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

STATE OF TEXAS       :  
   :  
COUNTY OF HIDALGO   :

**AMENDMENT TO  
PROFESSIONAL SERVICE CONTRACT  
C-09-040-09-22**

This AMENDMENT to the CONTRACT between Easy Access, Inc., (the "Vendor") and HIDALGO COUNTY (the "County"), effective the 10<sup>th</sup> day of November, 2009, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on September 22, 2009, in which the Vendor agreed to provide professional services for: "Credit Card Payment Services" located within Hidalgo County (the "Project");

WHEREAS, due to a need to clarify the term "Point of Contact(s) for each user department", the parties now desire to amend the Projects in which the Vendor may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. Section 28 titled NOTICES is hereby deleted in it's entirety and the following is inserted in lieu thereof;

**28. NOTICES:**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

Easy Access, Inc.  
4200-A N. Bicentennial Dr.  
McAllen, Tx 78504  
Attn: Mr. M G Braun / Project Manager  
Phone #: 956-682-3466  
Fax #: 956-682-0906

Hidalgo County District Clerk  
100 N. Closner  
Edinburg, Tx 78540  
Attn: Mr. Rene Rangel / Project Manager  
Phone #: 956-289-7808  
Fax#: 956-318-2251

Hidalgo County Clerk  
100 N. Closner  
Edinburg, Tx 78540  
Attn: Noe Lopez / Project Manager  
Phone #: 956-318-2200  
Fax #: 956-318-2105

Hidalgo County Tax-Assessor Collector  
2804 S. US Hwy 281  
Edinburg, Tx 78539  
Attn: Mr. Paul Villarreal / Project Manager  
Phone #: 956-318-2157  
Fax #: 956-318-2733

Hidalgo Co. Justice of the Peace –Pct. 4, Pl. 2  
224 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Mr. Robert Leal / Project Manager  
Phone #: 956-383-0921  
Fax #: 956-383-7430

Hidalgo Co. Justice of the Peace–Pct. 4, Pl. 1  
212 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Ms. Aleida Lopez / Project Manager  
Phone #: 956-380-4473  
Fax #: 956-380-4029

2. Exhibit “D”: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES is hereby deleted in it’s entirety and the following is inserted in lieu thereof;

**EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES**

Hidalgo County District Clerk  
100 N. Closner  
Edinburg, Tx 78540  
Attn: Mr. Rene Rangel

Hidalgo County Clerk  
100 N. Closner  
Edinburg, Tx 78540  
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector  
2804 S. US Hwy 281  
Edinburg, Tx 78539  
Attn: Mr. Paul Villarreal

Hidalgo County Justice of the Peace Pct. 4, Pl. 2  
224 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Mr. Robert Leal

Hidalgo County Justice of the Peace Pct. 4, Pl. 1  
212 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Ms. Aleida Lopez

3. Exhibit “E”: PROJECT MANAGERS is hereby deleted in it’s entirety and the following is inserted in lieu thereof;

**Exhibit “E”: PROJECT MANAGERS**

Easy Access, Inc.  
Mr. M G (Mike) Braun

Hidalgo County District Clerk  
Mr. Rene Rangel

Hidalgo County Clerk  
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector  
Mr. Paul Villarreal

Hidalgo County Justice of the Peace–Pct.4, Pl.2  
Mr. Robert Leal

Hidalgo County Justice of the Peace–Pct. 4, Pl. 1  
Ms. Aleida Lopez

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

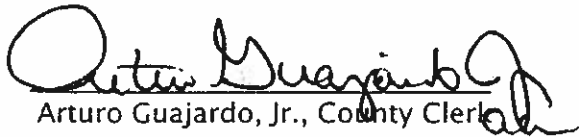
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY



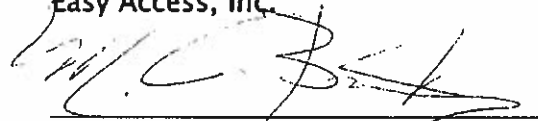
Rene A. Ramirez, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

Easy Access, Inc.

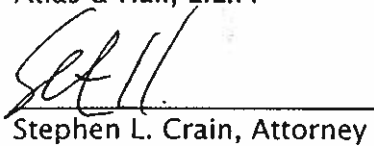


Authorized Signature

Title: Project Director 11/24/09

Easy Access, Inc.

Approved as to Form:  
Atlas & Hall, L.L.P.



Stephen L. Crain, Attorney



Community Supervision and Corrections Department  
P O Box 970  
Edinburg, TX 78540  
Attn: Ms. Diana G. Solis

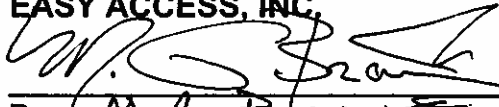
3. Section 33, Exhibit "E" as amended, is hereby further amended by addition of the following department as a Project Manager:

Community Supervision and Corrections Department  
Diana G. Solis

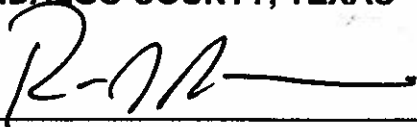
4. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Contract, as amended.

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

**EASY ACCESS, INC.**

  
By: M. G. BRAUN JR.  
Its Special Projects Director

**HIDALGO COUNTY, TEXAS**

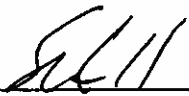
  
Rene Ramirez, County Judge

ATTEST:

  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:   
Stephen L. Crain



PURCHASING DEPARTMENT  
County Of Hidalgo

August 08, 2010

William C. Hamer, CEO  
c/o Mike Braun  
Easy Access, Inc.  
4200-A N. Bicentennial Dr.  
McAllen, Texas 78504

Via Facsimile (361) 682-0906  
Via-Email: [mgbraun@hecorp.com](mailto:mgbraun@hecorp.com)

Re: Extension/Renewal - Contract No. C-09-040-09-22 - "Credit Card Payment Services"-Hidalgo County

Dear Mr. Hamer:

Commissioners' Court will take applicable action (Tuesday, August 24, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is January 01, 2010.

2011. *OTM*

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, August 18, 2010, 10:00 a.m., via-facsimile to (956) 956-292-7612 or via-email [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us).

By:

*William C. Hamer*  
William C. Hamer, CEO  
Easy Access, Inc.

Date:

8-12-10

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

*Olga T. Montero*  
Olga T. Montero, Buyer II

Hidalgo County Purchasing Department

xc: file

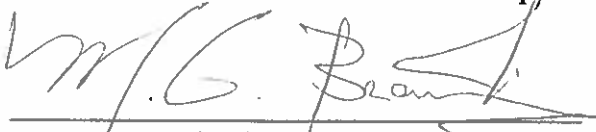
## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M. G. BRADY JR / EASY ACCESS INC, possess all of the APPLICABLE:

- 1. Licenses: N/A
- 2. Bonds: N/A
- 3. Certificates: N/A
- 4. Permits: N/A
- 5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



M.G. BRADY JR. SPECIAL PROJECTS DIRECTOR  
EASY ACCESS INC

\_\_\_\_\_  
Date

Company

4200-A N. BICENTENNIAL DR.

Address

MCALLEN, TX 78504

City, State, Zip

# Insurance Requirement Acknowledgment

I, M. G. (MIKE) BRAUN JR., authorized representative for EASY ACCESS INC.,  
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: <sup>SEE ENCLOSED</sup> \$ INSURANCE LEFT. General Liability: <sup>SEE ENCLOSED</sup> \$ INSURANCE CERTIFICATE

- have already been met, see attached copy of insurance certificate.

M. G. Braun Jr.  
Authorized Representative

8/12/18  
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.

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**THIS FORM MUST ACCOMPANY BID PACKET**

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<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 08/12/2010
<b>PRODUCER</b> THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	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.	
<b>INSURED</b> HAMER ENTERPRISES 4200 A N. BICENTENNIAL MCALLEN TX 78504	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: AMERICA FIRST INS. INSURER B: TEXAS MUTUAL INS. CO. INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	02BP182958-7	05/16/2010	05/16/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02BP182958-7	05/16/2010	05/16/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001168510-10	05/16/2010	05/16/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 EASY ACCESS INC: INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY

<b>CERTIFICATE HOLDER</b>  HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539-	<b>CANCELLATION</b> AI 100170  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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