

AI-22931

2.A.

**transfer - Texas Agrilife Extension Service
CC CONSENT**

Date: 09/14/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Texas AgriLife Extension (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/10/2010 04:57 PM	APRV
2	Auditor's Office		09/10/2010 05:06 PM	NEW
Form Started By: Monica Badillo		Started On: 09/10/2010 04:54 PM		
Final Approval Date: 09/10/2010				

AI-22915

2.B.

Intradepartmental transfer - Co Wide Administration

CC CONSENT

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: County Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Co Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/10/10. Funding provided for AI-22890.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 03:35 PM	APRV
2	JC Carreon	JC Carreon	09/10/2010 03:53 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Sylvia Solis
Started On: 09/10/2010 03:29 PM

Final Approval Date: 09/10/2010

DATE: September 10, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Co Wide Administration

**ACCOUNT
NUMBER:** 0-1100-415-00-115-002-0-XXX

Contact Person: Sylvia V. Solis

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
899	CONTINGENCY	811	LICENSE & PERMITS	100.00
TOTAL				100.00

REASON:
Intrdepartmental Transfer to fund TCEQ fee for Storm Water Management.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22910

2.C.

Budget transfer

CC CONSENT

Date: 09/14/2010
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-00-320-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-10-10

Attachments

Link: Budget transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/10/2010 01:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/10/2010 01:37 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Diana Solis
Started On: 09/10/2010 10:31 AM
Final Approval Date: 09/10/2010

DATE: September 09, 2010

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 0-1100-423-00-320-001-0-

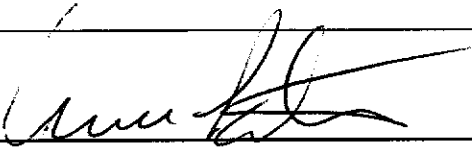
SUBJECT: Budget Line-Item Transfer (s)

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		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
0-1100-423-00-320-001-0-432	Repair & Maint - Equipment	→ 0-1100-423-00-320-001-0-342	Info & Credit Service	1,000.00
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
TOTAL				\$1,000.00

REASON: For Tlets.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-22836

2.D.

Line Item Transfer

CC CONSENT

Date: 09/14/2010

Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Submitted For: Juan Martinez

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-422-10-300-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/09/2010

611-->811 \$ 110.00

Attachments

Link: [LIT.91410](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:33 PM	APRV
2	Ana Galvan	Anna Galvan	09/09/2010 11:09 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:11 AM	APRV

Form Started By: Yolanda Orozco

Started On: 09/07/2010 01:35 PM

Final Approval Date: 09/10/2010

AI-22884

2.E.

Budget Line Item Transfer

CC CONSENT

Date: 09/14/2010
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - I. T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-10-10

Attachments

Link: [Intra-Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 11:01 AM	APRV
2	JC Carreon	JC Carreon	09/10/2010 03:51 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Edna Kirby
Started On: 09/09/2010 09:18 AM

Final Approval Date: 09/10/2010

ATTEST COUNTY CLERK

AI-22887

2.F.

**Intradepartmental transfer - Information Technology
CC CONSENT**

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Edna Kirby
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - I. T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/09/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 11:28 AM	APRV
2	Norma Silva	Norma Silva	09/10/2010 09:07 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:03 AM	APRV

Form Started By: Sylvia Solis
Started On: 09/09/2010 11:04 AM

Final Approval Date: 09/10/2010

AI-22837

2.G.

WIC

CC CONSENT

Date: 09/14/2010
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma L. Longoria, WIC Director
Department: WIC
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - WIC (1292)

BACKGROUND

Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-9-10

Attachments

Link: L/T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 10:26 AM	APRV
2	JC Carreon	JC Carreon	09/09/2010 09:00 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:29 AM	APRV
4	Mike Escaname		09/10/2010 05:06 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 09/07/2010 02:12 PM
Final Approval Date: 09/10/2010

DATE: 09/07/10
WIC DIRECTOR: NORMA LONGORIA
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER: 0.1292.441.00.350.001.0.-WIC
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
0.1292.441.00.350.001.0	312 Indirect Cost	0.1292.441.00.350.001.0	584 Registration	58.00
0.1292.441.00.350.001.0	113 Salaries	0.1292.441.00.350.001.0	601 Office Supplies	3,000.00
0.1292.441.00.350.001.0	114 P/T Salaries	0.1292.441.00.350.001.0	601 Office Supplies	1,500.00
0.1292.441.00.350.001.0	115 Longevity	0.1292.441.00.350.001.0	601 Office Supplies	500.00
0.1292.441.00.350.001.0	220 FICA	0.1292.441.00.350.001.0	601 Office Supplies	1,500.00
			Total	6,558.00

To close out FY 2010 Budget

AI-22838

2.H.

Intradepartmental Transfer

CC CONSENT

Date: 09/14/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

640-->601 - \$ 811.00; Funding available as of 9/09/10.
619-->601 - \$ 115.00; Funding available as of 9/09/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:33 PM	APRV
2	Norma Silva	Norma Silva	09/09/2010 09:06 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 09:59 AM	APRV

Form Started By: Nielda Cavazos

Started On: 09/07/2010 02:40 PM

Final Approval Date: 09/10/2010

AI-22867

2.I.

2010 - Hidalgo County Clerk's (1100)

CC CONSENT

Date: 09/14/2010
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-9-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 03:32 PM	APRV
2	JC Carreon	JC Carreon	09/09/2010 01:19 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:07 AM	APRV

Form Started By: Rene Perez
Started On: 09/08/2010 03:21 PM

Final Approval Date: 09/10/2010



AI-22848

2.J.

Intradepartmental transfer - JP PCT 2/PL 2

CC CONSENT

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Rachel Bueno
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-064-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/08/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 04:32 PM	APRV
2	JC Carreon	JC Carreon	09/08/2010 09:59 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:20 AM	APRV

Form Started By: Sylvia Solis
Started On: 09/07/2010 04:27 PM

Final Approval Date: 09/10/2010

AI-22907

2.K.

JP 3 PI 2- Truancy Grant Line Item Transfer

CC CONSENT

Date: 09/14/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: JP 3 PI 2
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - J.P. 3/2 (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1282-412-00-066-002-0-113
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
See attached analysis for available balances.

Attachments

Link: [Worksheet](#)

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 10:12 AM	APRV
2	Norma Silva	Norma Silva	09/10/2010 11:13 AM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Rosie Cantu
Started On: 09/10/2010 09:20 AM
Final Approval Date: 09/10/2010

Grant # 2008-JL-FX-0556
 JP 3/2 TRUANCY DEPT 066 PROG 002 FY 0
 Original Grant End Date: 07/31/2010
 Revised Grant End Date: 07/31/2011

Projection of Salaries and Fringes for the remainder of the JP 3/2 Truancy Budget:

	*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 9/8/2010	ANTICIPATED SURPLUS (DEFICIT)	Line Item Transfer Needed
Salaries-F/T	113 \$ 1,269.23	3	\$ 3,807.69	\$ 3,777.98	\$ (29.71)	\$ 77.89
Health Insurance	211 \$ 112.79	3	\$ 338.37	\$ 1,302.11	\$ 963.74	\$ (175.00)
Life Insurance	212 \$ 2.25	1.0	\$ 2.25	\$ 3.50	\$ 1.25	
Fica	220 \$ 88.01	3	\$ 264.03	\$ 440.00	\$ 175.97	
Retirement	230 \$ 120.83	3	\$ 362.49	\$ 226.45	\$ (136.04)	\$ 140.00
Unemployment Comp.	250 \$ 6.35	3	\$ 19.05	\$ (11.49)	\$ (30.54)	\$ 35.00
Worker's Comp	260 \$ -		\$ -	\$ 77.89	\$ 77.89	\$ (77.89)
	\$ 1,599.46		\$ 4,793.88	\$ 5,816.44	\$ 1,022.56	\$ -

*Cost per payperiod were computed based the most recent pay period.

*Assuming there are no annual leave/comp-time payouts.

Pay Periods Remaining:
 19 9/17/2010
 20 10/1/2010
 21 10/15/2010

Note: Change of Status Forms with an effective date of 10/11/2010 should be prepared to change employee(s) from the fiscal year "0" grant to the fiscal year "1" grant in order to avoid additional deficits in these accounts.

AI-22908

2.L.

JP 4 PI 2- Truancy Grant Line Item Transfer

CC CONSENT

Date: 09/14/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: JP 4 PI 2
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - J.P. 4/2 (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1282-412-00-068-002-0-XXX
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
See attached analysis for available balances.

Attachments

Link: [WORKSHEET](#)

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 10:26 AM	APRV
2	Ana Galvan	Anna Galvan	09/10/2010 01:36 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Rosie Cantu
Started On: 09/10/2010 09:31 AM
Final Approval Date: 09/10/2010

Grant #2008-JL-FX-0556
 JP 4/2 TRUANCY DEPT 068 PROG 002 FY 0
 Original Grant End Date: 07/31/2010
 Revised Grant End Date: 07/31/2010

Projection of Salaries and Fringes for the remainder of JP 4/2 Truancy Budget:

	*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 9/9/2010	ANTICIPATED SURPLUS (DEFICIT)	Line Item Transfer Needed
Salaries-F/T	113 \$ 6,538.46	8 \$	52,307.68	\$ 51,441.51	\$ (866.17)	\$ 900.00
Longevity Pay	115 \$ 27.50	8 \$	220.00	\$ (45.00)	\$ (265.00)	\$ 404.32
Health Insurance	211 \$ 563.95	8 \$	4,511.60	\$ 12,883.11	\$ 8,371.51	\$ (1,915.00)
Life Insurance	212 \$ 11.25	4.0 \$	45.00	\$ 45.75	\$ 0.75	
Fica	220 \$ 496.01	8 \$	3,968.08	\$ 4,043.68	\$ 75.60	
Retirement	230 \$ 625.08	8 \$	5,000.64	\$ 4,183.33	\$ (817.31)	\$ 830.00
Unemployment Comp.	250 \$ 32.82	8 \$	262.56	\$ 85.96	\$ (176.60)	\$ 185.00
Worker's Comp	260 \$ -	0 \$	-	\$ 404.32	\$ 404.32	\$ (404.32)
	\$ 8,295.07		\$ 66,315.56	\$ 73,042.66	\$ 6,727.10	

negative

*Cost per payperiod were computed based on the most recent pay periods.

*Assuming there are no annual leave/comp-time payouts.

Pay Periods Remaining:

19	9/17/2010
20	10/1/2010
21	10/15/2010
22	10/29/2010
23	11/12/2010
24	11/24/2010
25	12/10/2010
26	12/22/2010

Note: Change of Status Forms with an effective date of 12/20/2010 should be prepared to change employee (s) from the fiscal year "0" grant to the fiscal year "1" grant in order to avoid additional deficits in these accounts.

Prepared by
 Grants Division
 Hidalgo County
 09/09/2010

DATE: September 10, 2010

2010



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: JP PCT 4/PL 2

AI- 22908

**ACCOUNT
NUMBER:** 0-1282-412-00-068-002-0-XXX

Contact Person: Rosie Cantu

Ph#: (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
211	HEALTH INSURANCE	113	REGULAR FULL TIME	1,000.00
260	WORKERS COMP	115	LONGEVITY	404.32
211	HEALTH INSURANCE	230	RETIREMENT	900.00
211	HEALTH INSURANCE	250	UNEMPLOYMENT	200.00
TOTAL				2,504.32

REASON:

Intradepartmental transfer to cover cost of salaries and related fringe benefits for the JP 4/2 Truancy grant employees. Grant period through 12/19/2010.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22852

2.M.

2010 - COUNTY AUDITOR (1100)

CC CONSENT

Date: 09/14/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-10-10

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 09:46 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/10/2010 01:28 PM	APRV
3	Erika Zamora	Angela Garcia	09/10/2010 01:31 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Maria Medina Started On: 09/08/2010 08:51 AM
Final Approval Date: 09/10/2010

DATE: September 7, 2010

DEPARTMENT HEAD: Ray Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-21-170-001-0-667	Minor Software	→	0-1100-415-21-170-001-0-747	Software \$1,503.07
0-1100-415-21-170-001-0-531	Telephone	→	0-1100-415-21-170-001-0-747	Software \$896.93
0-1100-415-21-170-001-0-531	Telephone	→	0-1100-415-21-170-001-0-745	Computer Equipment \$2,732.68
0-1100-415-21-170-001-0-531	Telephone	→	0-1100-415-21-170-001-0-665	Minor Computer Equipment 2,196.00
		→		
		→		
		→		
		→		
		→		
		→		
TOTAL				\$7,328.68

REASON: To purchase alio Intelligence and related hardware and software.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-22857

2.N.

**Elections Dept- LIT
CC CONSENT**

Date: 09/14/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
343 --> 811 \$50.00	
Available balance as of 09/09/10	
343 --> 664 \$110.59	
Available balance as of 09/09/10	
560 --> 664 \$500.00	
Available balance as of 09/09/10	
604 --> 664 \$235.71	
Available balance as of 09/09/10	

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	09/09/2010 10:39 AM	APRV
2	Yvonne Ramon	Yvonne Ramon	09/09/2010 04:06 PM	APRV
3	Budget & Management	Sylvia Solis	09/09/2010 04:18 PM	APRV
4	JC Carreon	JC Carreon	09/09/2010 04:31 PM	APRV
5	Auditor's Office	Linda Fong	09/10/2010 08:22 AM	APRV
Form Started By: Veronica Lopez			Started On: 09/08/2010 11:02 AM	
Final Approval Date: 09/10/2010				

AI-22903

2.O.

Intra-Dept. Transfer 09/09/10

CC CONSENT

Date: 09/14/2010
Submitted By: Stephanie Palacios, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-10-10

Attachments

Link: LIT 9.9.10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 08:43 AM	APRV
2	JC Carreon	JC Carreon	09/10/2010 01:09 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Stephanie Palacios
Started On: 09/09/2010 04:57 PM
Final Approval Date: 09/10/2010

AI-22892

2.P.

DA Line Item Transfer - 1222

CC CONSENT

Date: 09/14/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - District Attorney (1222)

BACKGROUND

Monies will be used to purchase office supplies and computer training software.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1222-412-00-080-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/10/2010.
431-->603; \$ 200.00
431-->601; \$ 2,000.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 03:09 PM	APRV
2	Ana Galvan	Anna Galvan	09/10/2010 10:41 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:51 AM	APRV

Form Started By: Roy Cazares
Started On: 09/09/2010 02:48 PM
Final Approval Date: 09/10/2010

INTRADEPARTMENTAL TRANSFER

DATE: September 21, 2010

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 0-1222-412-00-080-006-0-XXX - Bad Checks Account

SUBJECT: Intradepartmental Transfer/s

CONTACT PERSON: Roy Cazares

PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
431	Bldg. & Other Structure R&M Srvs.	→	603	Educational/Instructional Supplies	\$ 200.00
431	Bldg. & Other Structure R&M Srvs.	→	601	Office & Computer Supplies	\$ 2,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$ 2,200.00

REASON: Monies will be used to purchase computer training software and office supplies.


for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-22869

2.Q.

HUMAN SERVICES DIVISION

CC CONSENT

Date: 09/14/2010
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-10-10

Attachments

Link: [LINE ITEM TRF](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 03:38 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/10/2010 11:19 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 11:22 AM	APRV

Form Started By: Dairen Sarmiento
Started On: 09/08/2010 03:31 PM
Final Approval Date: 09/10/2010

DATE:	9-8-10
DEPARTMENT HEAD:	Dairen Sarmiento
DEPARATMENT NAME:	<i>HUMAN SERVICES</i>
ACCOUNT NUMBER:	0-1100-444-00-240-001-0-

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.:

ACCOUNT NUMBER: 0-1100-444-00-240-001-0-

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
583	TRAVEL OUT OF COUNTY	661	MINOR OFFICE EQUIPMENT	\$ 2,000.00
581	TRAVEL IN COUNTY	661	MNOR OFFICE EQUIPMENT	\$ 2,000.00

reason: TO PURCHASE EQUIPMENT FOR THE NEW PHARR CLINIC WHICH WILL OPEN ON
OR ABOUT NOVEMBER 2010. NEED (2) PRINTERS (1) SCANNER AND (2) TELEPHONE
HEADSETS FOR CLINIC AND (5) FOR THE BILLING STAFF

TOTAL	\$ 4,000.00
-------	-------------

Dairen Sarmiento
Department Head Signature

9/8/2010
Date

Approved Commissioners' Court

Date _____

Attest County Clerk

AI-22886

2.R.

Various Transfers

CC CONSENT

Date: 09/14/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1243-412-00-023-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->831 - \$ 8,500.00; Funding available as of 9/10/10.
583-->581 - \$ 1,000.00; Funding available as of 9/10/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 10:11 AM	APRV
2	Norma Silva	Norma Silva	09/10/2010 09:02 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:02 AM	APRV

Form Started By: Angela Garcia

Started On: 09/09/2010 10:06 AM

Final Approval Date: 09/10/2010

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 09/09/10

DEPARTMENT HEAD: HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 0-1243-412-00-023-002-0-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.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
890	OTHER	831	COURT COSTS & INVESTIGATION	\$8,500.00
583	TRAVEL OUT OF COUNTY	581	TRAVEL IN COUNTY	1,000.00
			TOTAL	9,500.00

REASON: PAY COURT COST AND EMPLOYEE IN COUNTY TRAVEL

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-22865

2.S.

Intradepartmental transfer - County Court At Law #5

CC CONSENT

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Joanna Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court At Law #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-025-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/08/10
890-->584; \$ 400.00
890-->583; \$ 1,400.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 02:32 PM	APRV
2	Ana Galvan	Anna Galvan	09/09/2010 11:26 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:24 AM	APRV

Form Started By: Sylvia Solis
Started On: 09/08/2010 02:24 PM
Final Approval Date: 09/10/2010

DATE: September 8, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: County Court At Law #5

**ACCOUNT
NUMBER:** 0-1100-412-00-025-001-0-XXX

Contact Person: Sylvia V. Solis

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

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Intradepartmental Transfer to fund current registration fees and seminar travel expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22883

2.T.

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

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Frank Fuentes
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court At Law #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 09/09/10.
661-->584 \$ 500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:13 AM	APRV
2	Ana Galvan	Anna Galvan	09/10/2010 10:44 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:50 AM	APRV

Form Started By: Sylvia Solis
Started On: 09/09/2010 08:30 AM
Final Approval Date: 09/10/2010

DATE: September 9, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

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

**ACCOUNT
NUMBER:** 0-1100-412-00-026-001-0-XXX

Contact Person: Sylvia V. Solis

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
661	MINOR OFFICE FURN & EQUIP	584	REGISTRATION FEES	500.00
TOTAL				500.00

REASON:
Intradepartmental Transfer to fund registration fee expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22856

2.U.

**Constable Precinct 3 Line Item Transfer
CC CONSENT**

Date: 09/14/2010
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #3 (1230)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1230-421-00-293-010-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-10-10

Attachments

Link: [Line Item Transfer 09-14-10\(2\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 01:05 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/10/2010 11:17 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 11:21 AM	APRV

Form Started By: Rachel Cavazos
Started On: 09/08/2010 10:37 AM

Final Approval Date: 09/10/2010

AI-22861

2.V.

**Constable Precinct 3 Line Item Transfer
CC CONSENT**

Date: 09/14/2010
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #3 (1285)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1285-421-00-293-005-0-xxx
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
890-->250 - \$ 75.00; Funding available as of 9/09/10.

Attachments

Link: [Line Item Transfer 09-14-10](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 01:06 PM	APRV
2	Norma Silva	Norma Silva	09/09/2010 11:09 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:23 AM	APRV
4	Mike Escaname	Angela Garcia	09/10/2010 05:06 PM	APRV

Form Started By: Rachel Cavazos Started On: 09/08/2010 11:22 AM

Final Approval Date: 09/10/2010

AI-22913

2.W.

2010 - PCT. 1 SANITATION (1100)

CC CONSENT

Date: 09/14/2010
Submitted By: Joann Gonzalez, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
350-->343 \$ 2,000.00, funds available as of 09/10/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/10/2010 03:15 PM	APRV
2	Ana Galvan	Anna Galvan	09/10/2010 03:59 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Joann Gonzalez
Started On: 09/10/2010 02:28 PM
Final Approval Date: 09/10/2010

MEETING REQUEST DATE: September 14, 2010

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 0-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-22930

2.X.

Line Item Transfer for Pct. 1 R&B

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

To fund various operating expenses as requested by Pct. 1 Chief Adm. (refer to memo dated 9-8-10)

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:

Funds available in lapsed salaries as of 09/10/10.

Attachments

Link: Pct. 1 LIT R & B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:57 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 05:00 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/10/2010 05:04 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/10/2010 04:45 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT
HEAD: Raul Silguero, Jr.

2010

Intradepartmental Transfer



DEPARTMENT NAME: Department of Budget & Management for Pct. 1
R &B

**ACCOUNT
NUMBER:** 0-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
113	Reg. Full Time Employees	343	Laundry & Dry Cleaning	6,000.00
113	Reg. Full Time Employees	346	Hauling & Freight Services	60,000.00
113	Reg. Full Time Employees	626	Gasoline/Diesel	25,000.00
113	Reg. Full Time Employees	672	Equip & Veh. R &M Supplies	41,000.00
113	Reg. Full Time Employees	673	R & B R&M Supplies	115,000.00
TOTAL				247,000.00

AI-22872

2.Y.

2010-Pct#1 Parks (1100)

CC CONSENT

Date: 09/14/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/09/2010.

890-->442; \$ 1,000.00

890-->601; \$ 700.00

890-->671; \$ 1,000.00

890-->679; \$ 3,000.00

890-->739; \$ 12,000.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:10 AM	APRV
2	Ana Galvan	Anna Galvan	09/09/2010 03:50 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:08 AM	APRV

Form Started By: Jorge Flores
Started On: 09/08/2010 04:18 PM
Final Approval Date: 09/10/2010

MEETING REQUEST DATE: September 14, 2010

DEPARTMENT NAMEPRECINCT #1 PARKS

ACCOUNT NUMBER: 0-1100-452-00-121-013-0-XXX

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES.

RAUL LOZANO

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-22929

2.Z.

**Budget Line-Item Transfer for Sanitation on services
CC CONSENT**

Date: 09/14/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$400.00 as of 09/10/2010
From 609 -----> 432 in the amount of \$300.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 04:50 PM	APRV
2	JC Carreon	JC Carreon	09/10/2010 04:52 PM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 09/10/2010 04:42 PM
Final Approval Date: 09/10/2010

DATE: September 10, 2010

2010

Transfer



DEPARTMENT

HEAD: Hector "Tito" Palacios

DEPARTMENT

NAME: Hidalgo County Precinct No. 2

Sanitation Landfill Department

ACCOUNT

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

Contact Person: Yoli Cisneros-Administrative Assistant II

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

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer needed to cover expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

9/10/2010

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22877

2.AA.

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

Date: 09/14/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$1,000.00 as of 09/08/2010
From 668 -----> 672 in the amount of \$900.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:11 AM	APRV
2	Norma Silva	Norma Silva	09/10/2010 08:39 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:01 AM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/08/2010 04:43 PM
Final Approval Date: 09/10/2010

DATE: September 8, 2010

2010

Transfer



DEPARTMENT

HEAD: Hector "Tito" Palacios

DEPARTMENT

NAME: Hidalgo County Precinct No. 2

Sanitation Landfill Department

ACCOUNT

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

Contact Person: Yoli Cisneros-Administrative Assistant II

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

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer needed to cover expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

9/8/2010

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22878

2.BB.

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

Date: 09/14/2010
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 County Wide (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 \$4,000.00 as of 09/08/2010
From 745 -----> 622 in the amount of \$1000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:12 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/10/2010 11:17 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 11:19 AM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/08/2010 04:46 PM
Final Approval Date: 09/10/2010

AI-22879

2.CC.

**Budget Line-Item Transfer for R& B for purchase of tires
CC CONSENT**

Date: 09/14/2010
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 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$79,761.29 as of 09/09/2010.
From 890 -----> 672 in the amount of \$15,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:12 AM	APRV
2	JC Carreon	JC Carreon	09/09/2010 01:54 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:26 AM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/08/2010 04:49 PM
Final Approval Date: 09/10/2010

AI-22891

2.DD.

Pct #3 Transfer

CC CONSENT

Date: 09/14/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 12:45 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/10/2010 11:26 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 11:33 AM	APRV

Form Started By: Norma Ceballos
Started On: 09/09/2010 11:58 AM
Final Approval Date: 09/10/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: September 14, 2010

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

DEPARTMENT NAME: Hidalgo County Pct. # 3 Parks

ACCOUNT NUMBER: 0-1100-452-00-123-008-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct #3 Parks- Other	452	Pct #3 Parks- Building Addition & Renov	\$ 300,000.00
890	Pct #3 Parks- Other	855	Pct. 3 Parks - Late Fees & Penalties	\$ 150.00
TOTAL				\$ 300,150.00

REASON: Expected Expenses. Los Ebanos Pavilion Renovation

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22839

3.A.

**Interdept Transfer from Co. Wide Contingency to IT Co. Wide for Aug. 2010
telephone expenditures**

CC CONSENT

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Edna Kirby
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

I.T. Co Wide (1100):

Approval of 2010 interdepartmental transfer from Co. Wide Adm.-Contingency to I.T. Co. Wide-Telephone in the amount of \$250.00 to fund local telephone expenditures for the month of August 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-XXX-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

0-1100-415-00-115-002-0-899 --> 0-1100-415-00-200-002-0-531 \$250.00 to fund local telephone expenditures for the month of Aug. 2010.

Funds available as of 9-8-10.

Attachments

Link: Interdept transfer for IT Co. Wide-telephone

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:31 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/08/2010 02:29 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:04 AM	APRV

Form Started By: Sylvia Solis
Started On: 09/07/2010 03:13 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide IT Dept.

ACCOUNT NUMBER: 0-1100-415-00-XXX-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(250.00)
TO				
0-1100-415-00-200-002-0-	531	IT COUNTYWIDE -	TELEPHONE	250.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

To fund AT&T local telephone expenditures for the month of August 2010.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-22858

3.B.

Interdepartmental Transfer - Energy Efficiency and Conservation Block Grants (EECBG) (1287)

CC CONSENT

Date: 09/14/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Submitted For: Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Energy Efficiency & Conservation Block Grant (1287):
Approval of 2010 interdepartmental transfer from Judge's Office - HC Recycles (program# 073 - \$59,875.00) & Pct# 3 - Installation of LED lights (program# 087 - \$97,500.00) to Facilities Management - Installation of LED lights (program 046) in the total amount of \$157,375.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1287-431-00-XXX-0XX-3-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 9-10-10

0-1287-431-00-110-073-3-XXX-->0-1287-431-00-220-046-3-671 \$59,875.00
0-1287-431-00-123-087-3-671-->0-1287-431-00-220-046-3-671 \$97,500.00

Attachments

Link: [interdept transfer 1287](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 01:08 PM	APRV
2	Dale Kennan	Dale Kennan	09/10/2010 10:00 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:06 AM	APRV
4	Mike Escaname		09/10/2010 05:06 PM	NEW

Form Started By: Manuel Chapa
Started On: 09/08/2010 11:09 AM
Final Approval Date: 09/10/2010



2010 Transfer

AI-22873

3.C.

Interdepartmental Transfer for El Dora Road Project

CC CONSENT

Date: 09/14/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200):

Approval of 2010 interdepartmental transfer within Precinct #2 fund (1200) from R&B (program 006) to El Dora Road Project (program 052) in the amount of \$10,000.00 for ROW to fund project expenditures.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding available in the amount of \$92,874.31 as of 09/10/2010

From 0-1200-431-00-122-006-0-890 ----> 0-1200-431-00-122-052-0-711 in the amount of \$10,000.00

Attachments

Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:14 AM	APRV
2	Dale Kennan	Dale Kennan	09/10/2010 10:17 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:52 AM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/08/2010 04:22 PM
Final Approval Date: 09/10/2010

DEPARTMENT HEAD SIGNATURE

AI-22897

3.D.

**BCAP Interdepartmental Transfer (1312) Mesquite Acres Subdivision
Precinct No. 2
CC CONSENT**

Date: 09/14/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 BCAP (1312):
Approval of 2010 interdepartmental transfer from Pct. 2 BCAP Citriana Village Subdivision (program 154) to Pct. 2 BCAP Mesquite Acres Subdivision (program 460) in the total amount of \$473.00 to fund the ongoing project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1312-431-00-122-XXX-X-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 154-0-733 to 460-1-733 in the amount of \$473.00. Funding is available for transfer as of 9/10/10.

Attachments

Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 03:56 PM	APRV
2	Dale Kennan	Dale Kennan	09/10/2010 10:39 AM	APRV
3	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Marcie Jackson
Started On: 09/09/2010 03:41 PM
Final Approval Date: 09/10/2010

ATTEST COUNTY CLERK



AI-22917

3.E.

Interdept Transfer from Civil Service to Co. Wide Adm.

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2010 interdepartmental transfer from Civil Service to Co. Wide Adm. in the amount of \$5,100.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-XX-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funding as of 09/10/10.

Attachments

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:18 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 04:23 PM	APRV
3	Olga Garza	Olga Garza	09/10/2010 04:55 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu Started On: 09/10/2010 04:05 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide
Adm.

ACCOUNT NUMBER: 0-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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.

[illegible]

REASON:	To transfer surplus funding to Co. Wide Adm.-Contingency
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SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-22919

3.F.

Interdept Transfer from Info Tech. to Co. Wide Adm.

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2010 interdepartmental transfer from Information Technology Dept. to Co. Wide Adm. in the amount of \$12,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-XX-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/10/10.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:20 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 04:27 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/10/2010 04:43 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/10/2010 04:09 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide
Adm.

ACCOUNT NUMBER: 0-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
FROM					
0-1100-415-00-200-001-0-	442	Info Tech Dept-	Equip. & Veh. Rentals		(4,000.00)
0-1100-415-00-200-001-0-	534	Info Tech Dept-	Internet Services		(2,000.00)
0-1100-415-00-200-001-0-	583	Info Tech Dept-	Out of Co. Travel		(2,000.00)
0-1100-415-00-200-001-0-	584	Info Tech Dept-	Registration Fees		(3,500.00)
0-1100-415-00-200-001-0-	613	Info Tech Dept-	Safety Supplies		(500.00)
TO					
0-1100-415-00-115-002-0-	899	Co. Wide Adm-	Contingency		12,000.00
TOTAL BUDGET INCREASE (DECREASE)					0.00

REASON:	To transfer surplus funding to Co. Wide Adm.-Contingency
---------	--

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-22921

3.G.

Interdept Transfer from IT Co. Wide to Co. Wide Adm.

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2010 interdepartmental transfer from IT Countywide to Co. Wide Adm. in the amount of \$6,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-XXX-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance as of 9/10/10.

Attachments

Link: [Interdepartmental Transfer IT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:21 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 04:29 PM	APRV
3	Perla Lopez	Perla Lopez	09/10/2010 05:00 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/10/2010 04:11 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide
Adm.

ACCOUNT NUMBER: 0-1100-415-00-XXX-002-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
FROM					
0-1100-415-00-200-002-0-	743	IT Countywide-	Office Furniture & Equip.		(5,000.00)
0-1100-415-00-200-002-0-	672	IT Countywide-	Equip & Veh. R &M Supplies		(1,000.00)
TO					
0-1100-415-00-115-002-0-	899	Co. Wide Adm-	Contingency		6,000.00
TOTAL BUDGET INCREASE (DECREASE)					0.00

REASON:	To transfer surplus funding to Co. Wide Adm.-Contingency
---------	--

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-22916

3.H.

Interdept Transfer from HR to Contingency

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2010 interdepartmental transfer from Human Resources (various accounts) to Co. Wide Adm. in the amount of \$5,769.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-X0-1XX-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funding as of 09/10/10.

Attachments

Link: [HR Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:17 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 04:23 PM	APRV
3	Olga Garza	Olga Garza	09/10/2010 04:43 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/10/2010 04:03 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide
Adm.

ACCOUNT NUMBER: 0-1100-415-X0-1XX-002-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME	AMOUNT
FROM				
0-1100-415-50-190-002-0-	540	Human Resources-	Advertising	(2,000.00)
0-1100-415-50-190-002-0-	583	Human Resources-	Travel-Out of Co.	(1,447.16)
0-1100-415-50-190-002-0-	584	Human Resources-	Registration Fees	(322.00)
0-1100-415-50-190-002-0-	603	Human Resources-	Educational/Instructional Supplies	(2,000.00)
TO				
0-1100-415-00-115-002-0-	899	Co. Wide Adm-	Contingency	5,769.16
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:	To transfer surplus funding to Co. Wide Adm.-Contingency
----------------	--

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-22918

3.I.

Interdept Transfer from Purchasing to Co. Wide Adm.

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2010 interdepartmental transfer from Purchasing to Co. Wide Adm. in the amount of \$9,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-XX-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 9/10/10.

Attachments

Link: [Interdepartmental Transfer - Purchasing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:19 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 04:23 PM	APRV
3	Manuel Chapa	Angela Garcia	09/10/2010 04:25 PM	APRV
4	Perla Lopez	Perla Lopez	09/10/2010 04:42 PM	APRV
5	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/10/2010 04:07 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide
Adm.

ACCOUNT NUMBER: 0-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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.

[illegible]

REASON:	To transfer surplus funding to Co. Wide Adm.-Contingency
---------	--

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-22928

3.J.

Interdept Transfer from Co. Wide Adm. to General Litigation

CC CONSENT

Date: 09/14/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to General Litigation in the amount of \$50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-XX-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/10/10.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 04:40 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 04:43 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/10/2010 04:49 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/10/2010 04:33 PM
Final Approval Date: 09/10/2010

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 0-1100-415-X0-11X-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
FROM					
0-1100-415-00-115-002-0-	899		Co. Wide Adm-	Contingency	(50,000.00)
TO					
0-1100-415-30-115-021-0-	339		General Litigation-	Other Prof. Services	20,000.00
0-1100-415-30-115-021-0-	525		General Litigation-	Claims & Judgements Covered	20,000.00
0-1100-415-30-115-021-0-	820		General Litigation-	Claims & Judgements Not Covered	10,000.00
TOTAL BUDGET INCREASE (DECREASE)					
					0.00

REASON:	To fund various operating expenditures under General Litigation.
----------------	--

SIGNATURE

[illegible]

ATTEST, COUNTY CLERK

AI-22888

5.A.

D.A. Checks Monthly Report

CC CONSENT

Date: 09/14/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of August 2010 Monthly Fee Report.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [DAH082010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 12:45 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/09/2010 12:53 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:09 AM	APRV
4	Arcy Duran		09/10/2010 05:06 PM	NEW

Form Started By: Roy Cazares
Started On: 09/09/2010 11:27 AM
Final Approval Date: 09/10/2010

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED August 2, 2010

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 86239 ENDING RECEIPT # 86597

TOTAL RECEIPTS FOR THIS MONTH: 359
TOTAL RECEIPTS VOIDED THIS MONTH: 4

Restitution Collected This Month	PC Ch. 32.41 (e)	\$187,197.09
Court Costs Collected This Month	CCP Art. 102.0071	17,856.75
Processing Fees Collected This Month	CCP Art. 102.007 (c)	15,728.72
Merchant Fees Collected This Month	BCC Ch. 3.506 (b)	5,390.00
Overpayments/Refunds for This Month		260.46
Interest Earned on Bank Acct.	LGC 113.021 (c)	<u>0.00</u>
Total Collections for This Month		<u>\$226,433.02</u>

DISBURSEMENTS

BEGINNING CHECK # 181277 ENDING CHECK # 181562

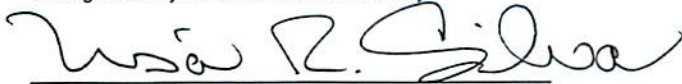
TOTAL CHECKS FOR THIS MONTH: 286
TOTAL CHECKS VOIDED THIS MONTH: 2

Restitution Disbursed This Month	\$187,244.46
Court Costs Disbursed This Month	17,856.75
Processing Fees Disbursed- County Treasurer	15,728.72
Merchant Fees Disbursed This Month	5,390.00
Refunds of Overpayments to Defendants	213.09
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	515.50
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u>\$226,948.52</u>

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


Hidalgo County Criminal District Attorney

9-2-10
Date


Prepared By

9-2-10
Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-22832

6.A.

**Pipeline Permit
CC CONSENT**

Date: 09/14/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. North Alamo Water Supply:
 - a. NWC Benito Ramirez/Gwin Rd- Bore- Martin Jimenez-3/4" service connection
2. Twin Construction:
 - a. Install a 4" sewer tab for a 6" bore on Mile 11 and Mile 2 approximately 330 ft. from intersection to the east side.

BACKGROUND

Fiscal Impact

Attachments

Link: [NAWSC/ TWIN](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 02:31 PM	APRV
2	Olga Garza	Olga Garza	09/09/2010 02:10 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:17 AM	APRV

Form Started By: Sandra Garcia
Started On: 09/07/2010 10:56 AM

Final Approval Date: 09/10/2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 14th day of September, 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. NWC Benito Ramirez/ Gwin Rd- Bore- Martin Jimenez- 3/4" 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 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 14th day of September, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Twin Construction

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Install a 4" sewer tab for a 6" bore on Mile 11 and Mile 2 approximately 330 ft from intersection to the east side.

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

AI-22868

7.A.

2010 (NACRC) Membership Dues

CC CONSENT

Date: 09/14/2010
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 National Association of County Recorders, Elected Officials and Clerks membership dues in the total amount of \$250.00 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 09/09/10, refer Req. #00181340.

Attachments

Link: [NACRC 2010](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 03:46 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/09/2010 01:17 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 08:19 AM	APRV

Form Started By: Jennilee Garza
Started On: 09/08/2010 03:30 PM
Final Approval Date: 09/10/2010

Requisition

Req # 00181340

PO #

Date: 09/02/10

Bill To: x
x

Vendor: 167126
NACRC
2501 AERIAL CENTER PKWY, STE 103
MORRISVILLE NC 27560
FAX (919) 459-2075

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	YEAR	DO NOT DUPLICATE ORDER TO PAY MEMBERSHIP RENEWAL FOR ARTURO GUAJARDO JR. FROM AUGUST 1, 2010 - JULY 31, 2011 Account No _____ 0-1100-415-40-180-001-0-810 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	250.00 <u>Encumbrance</u> 250.00 Freight Total	250.00 . 250.00

Authorized By: _____



NACRC
2501 Aerial Center Parkway, Suite 103
Morrisville, NC 27560
Ph. 919.459.2080
Fx. 919.459.2075

August 18, 2010

Arturo Guajardo
Hidalgo County
100 N. Closner
Edinburg, TX 78539

Title: County Clerk
Phone: 956.318.2149
Fax: 956.318.2105
Email: delia.rodriquez@co.hidalgo.tx.us
Website: www.hidalgocountyclerk.us

Member #: 34232

Dues Statement

Member Type: Regular Member

Due Date	Amount Due	Payment Date	Payment Amount	Payment Type	Check Number
9/15/2010	Dues Based on Chart Below		\$250.00	Check	

Balance Due: Dues Based on Chart Below

Membership Renewal Year: Aug. 1, 2010 – July 31, 2010

Please check all functions for which you are responsible. This information will determine where you are listed in the job function section of the Membership Directory.

- ☒ Court Administration
☐ Clerk to Board/ Commissions
☒ Vital Records
☒ Records Management

- ☐ Election Administration
☒ Land Records
☐ Other: _____

Membership Dues Invoice Instructions:

1. Please return a copy of this invoice along with dues payment, by Sept. 15, 2010.
2. Please check the accuracy of your contact information above, including name, county, title, address, phone, fax and email. Make any corrections or additions to the remittance copy of the invoice.
3. Please use the dues schedule below to determine your renewal amount:

County Population of 25,000 or less	\$55
County Population of 25,001 – 75,000	\$135
County Population of 75,001 – 200,000	\$175
County Population of 200,001 – 500,000	\$200
County Population over 500,001	\$250
Associate Members/Retired Members	\$35
State Association or Organization	\$350
National Association or Organization	\$500
Deputy of Associations	\$50

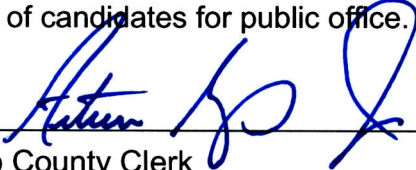
Please remit payment and a copy of this invoice by Sept. 15, 2010

**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 National Association of County Recorders, Elected Officials and Clerks 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: 9-7-2010

Before me Annette C. Muñiz, 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

Updated COOP Vendor's List & Preventive Maintenance Renewal CC CONSENT

Date: 09/14/2010
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting authority to enter into a (12) month preventive maintenance renewal inspection agreement with Cummins-Allison Corp. for the Tax Office Department various locations through the following information below, effective: 10/01/2010 - 09/30/2011 (0-1100-415-15-140-001-0-432);

Requisition	Model	Serial	Location	Annual
180815	JetScan 4062	14062267906125	2804 S. Bus. Hwy. 281 Edinburg (Auto)	\$387.00
180815	JetScan 4062	14062268006125	722 N. Breyfogle Mission (Auto)	\$387.00
180815	JetScan 4062	14062402704313	2804 S. Bus. Hwy. 281 Edinburg (Handicap)	\$387.00
180815	JetScan 4062	14062406206200	2804 S. Bus. Hwy. 281 Edinburg (Coll.)	\$387.00
180815	JetScan 4062	14062413104314	2804 S. Bus. Hwy. 281 Edinburg (Coll.)	\$387.00
180815	JetScan 4062	14062417806222	2804 S. Bus. Hwy. 281 Edinburg (Coll.)	\$387.00
180815	JetScan 4062	14062472108051	2804 S. Bus. Hwy. 281 Edinburg (Auto Vault)	\$387.00
180815	JetScan 4062	6823	Edinburg (Collections)	\$387.00
180815	JetScan 4062	14062471808051	300 E. Hackberry, McAllen	\$387.00
180815	JetScan 4062	14062662905112	300 E. Hackberry, McAllen	\$387.00
180815	JetScan 4062	14062472008051	509 E. Earling Rd. San Juan Tax Dept.	\$387.00
180815	JetScan 4062	14062419804315	722 N. Breyfogle Mission Auto Licence	\$387.00
180815	JetScan 4062	14062472208051	722 N. Breyfogle Mission Auto Licence	\$387.00
180815	JetScan 4062	14062472308051	722 N. Breyfogle Mission Auto Licence	\$387.00
180815	JetScan 4062	14062981004042	722 N. Breyfogle Mission Auto Licence	\$387.00
180815	JetScan 4062	14062384606199	1902 Joe Stephens Weslaco Auto	\$387.00
180815	JetScan 4062	14062471908051	1902 Joe Stephens Weslaco Tax	\$387.00
180815	JetScan 4065	14065107008284	2804 S. Bus. Hwy. 281 Edinburg Tax (Vault)	\$438.00
180815	JetScan 4065	14065112508284	1429 S. Tower Rd. Alamo	\$438.00

180815	JetScan 4065	14065112608284	2804 S. Bus. Hwy. 281 Edinburg (Tax Coll.)	\$438.00
180815	JetScan 4062	14062870403349	509 E. Earling Rd. Auto	\$447.00
180515	JetScan 4062	14062398503041	2804 S. Bus. Hwy. 281 Edinburg (Auto)	\$387.00

3. Requesting authority to enter into a 48-month maintenance agreement with Xerox Corporation for the Fire Marshal Department through requisition #181679 at \$43.00/month. Effective date: Upon approval (01100422103000010432)

4. Requesting authority to enter into a 24-month copier renewal service agreement with Copy Graphics for the HIDTA Task Force Department through requisition #181727 at \$150.00/year. Effective 9/21/2010 - 9/20/2012 (01291412002700030432)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

\$8,727.00 AVAILABLE FUNDS IN REQ# 180815 AS OF 09/09/10. RC

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-432

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

BUDGETARY IMPACT:

\$159.00 AVAILABLE FUNDS IN REQ# 181679 AS OF 09/09/10. RC

FISCAL YEAR: 2010 ACCT. #: 0-1291-412-00-270-003-0-432

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

BUDGETARY IMPACT:

\$1,000.00 AVAILABLE FUNDS IN REQ#181727 AS OF 09/09/10. RC

Attachments

Link: [Cummins Allison Tax Office](#)

Link: [Xerox Emergency Services](#)

Link: [Updated COOP List](#)

Link: [Copy Graphics HIDTA Task](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:56 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/09/2010 04:06 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 11:02 AM	APRV

Form Started By: Matilde Faz

Started On: 09/02/2010 02:45 PM

Final Approval Date: 09/10/2010

Requisition

Req # 00180815

PO #

Date: 08/24/10

*Consent
#22803
9/14/2010*

Bill To: x
x

Vendor: 255742

CUMMINS-ALLISON CORP.
891 FEEHANVILLE DRIVE
MT. PROSPECT IL 60056

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECTION
956-289-7472

Contract No:

Special Instructions:
C-189

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		INVOICE NUMBER 1118689 INVOICE DATE 8-18-10 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 MAINTENANCE CONTRACT SERVICE RENEWAL ONE YEAR SERVICE EQUIPMENT FOR THE FOLLOWING MONEYCOUNTERS/JETSCANS MACHINES CONTRACT PERIOD 10-01-10 TO 9-30-2011 FOR THE FOLLOWING LOCATIONS:		.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-1 JETSCAN, 4062 SERIAL NUMBER: 1-4062-2679-0-6125 LOCATION: 2804 S BUS HWY 281 EDINBURG AUTO LICENSE DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-2 JETSCAN, 4062 SERIAL NUMBER: 1-4062-2680-0-6125 LOCATION: 722 N BREYFOGLE MISSION AUTO DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-3 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4027-0-4313 LOCATION: 2804 S BUS HWY 281 EDINBURG TAX HANDICAP AREA SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT: 406-9902-00 L-4 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4062-0-6200 LOCATION: 2804 S BUS HWY 281 EDINBURG TAX COLLECTIONS BEHIND LUCY SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-5, JETSCAN, 4062 SERIAL NUMBER: 1-4062-4131-0-4314 LOCATION: 2804 S BUS HWY 281 EDINBURG TAX COLLECTIONS (BEHIND RACHEL) SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-6 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4178-0-6222 LOCATION: 2804 S BUS HWY 281 EDINBURG TAX COLLECTIONS (BEHIND SYLVIA) SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-7 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4721-0-8051 LOCATION: 2804 S BUS HWY 281 EDINBURG AUTO DEPT (VAULT) SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-8 JETSCAN, 4062 SERIAL NUMBER: 6823 LOCATION: EDINBURG TAX COLLECTIONS DEPT BEHIND RACHEL SERVICE STARTS: 10-01-10 TO 9-30-2011	387.00	387.00
1.00	YEAR	EQUIPMENT 406-9902-00 L-9 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4718-0-8051 LOCATION: 300 E HACKBERRY MCALLEN	387.00	387.00

Authorized By: _____

Requisition

Req # 00180815

PO #

Date: 08/24/10

*Consent
22803
9/14/10*

Bill To: X
X

Vendor : 255742
CUMMINS-ALLISON CORP.
891 FEEHANVILLE DRIVE
MT. PROSPECT IL 60056

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00 <i>10</i>	YEAR	SERVICE STARTS: 10-01-10 <i>to 9/30/11</i> EQUIPMENT 406-9902-00 L-10 JETSCAN, 4062 1-4062-6629-0- <u>5112</u>	387.00	387.00
1.00 <i>11</i>	YEAR	LOCATION: 300 E HACKBERRY MCALLEN SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-11 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4720-0- <u>8051</u>	387.00	387.00
1.00 <i>12</i>	YEAR	LOCATION: 509 EAST EARLING RD SAN JUAN TAX DEPT SERVICE STARTS 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-12 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4198-0- <u>4315</u>	387.00	387.00
1.00 <i>13</i>	YEAR	LOCATION: 722 N BREYFOGLE MISSION AUTO LICENSE DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-13 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4722-0- <u>8051</u> <i>21</i>	387.00	387.00
1.00 <i>14</i>	YEAR	LOCATION: 722 N BREYFOGLE MISSION AUTO LICENSE DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-14 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4723-0- <u>8051</u> <i>22</i>	387.00	387.00
1.00 <i>15</i>	YEAR	LOCATION: 722 N BREYFOGLE MISSION AUTO DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-15 JETSCAN, 4062 SERIAL NUMBER: 1-4062-9810-0- <u>4042</u> <i>13</i>	387.00	387.00
1.00 <i>16</i>	YEAR	LOCATION: 722 N BREYFOGLE MISSION AUTO DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-16 JETSCAN, 4062 SERIAL NUMBER: 1-4062-3846-0- <u>6199</u> <i>14</i>	387.00	387.00
1.00 <i>17</i>	YEAR	LOCATION: 1902 JOE STEPHENS WESLACO AUTO DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-17 JETSCAN, 4062 SERIAL NUMBER: 1-4062-4719-0- <u>8051</u> <i>15</i>	387.00	387.00
1.00 <i>18</i>	YEAR	LOCATION: 1902 JOE STEPHENS WESLACO TAX DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9905-00 L-18 JETSCAN, 4065 SERIAL NUMBER: 1-4065-1070-0- <u>8284</u> <i>16</i>	438.00	438.00
1.00 <i>19</i>	YEAR	LOCATION: 2804 S BUS HWY 281 EDINBURG TAX DEPT (VAULT) SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9905-00 L-19 JETSCAN, 4065 SERIAL NUMBER: 14065-1125-0- <u>8284</u> <i>17</i>	438.00	438.00
1.00 <i>20</i>	YEAR	LOCATION: 1429 S TOWER RD ALAMO SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9905-00 L-20 JETSCAN, 4065 SERIAL NUMBER: 14065-1126-0- <u>8284</u> <i>18</i>	438.00	438.00
1.00 <i>21</i>	YEAR	LOCATION: 2804 S BUS HWY 281 EDBG TAX COLL DEPT (BY NORA) SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-21 JETSCAN, 4062 SERIAL NUMBER: 1-4062-8704-0-3349 <i>19</i>	447.00	447.00

Authorized By: _____

Requisition

Req # 00180815

PO #

Date: 08/24/10

Bill To: x
x

Vendor: 255742

CUMMINS-ALLISON CORP.
891 FEEHANVILLE DRIVE
MT. PROSPECT IL 60056Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00 <i>22</i>	YEAR	LOCATION: 509 E EARLING RD AUTO LICENSE DEPT SERVICE STARTS: 10-01-10 TO 9-30-2011 EQUIPMENT 406-9902-00 L-22 JETSCAN 4062 SERIAL NUMBER: 1-4062-3985-0-3041 <i>20</i> LOCATION: 2804 S BUS HWY 281 EDINBURG AUTO LICENSE DEPT (NEXT TO AGRIPINA) SERVICE STARTS: 10-01-10 TO 9-30-2011 Account No 0-1100-415-15-140-001-0-432	387.00	387.00
			Encumbrance	
			8,727.00	
			Freight	.00
			Total	8,727.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PO Box 339 1 891 Foothill Dr. Mt. Prospect, IL 60058 1 847 299 9550

This is not an Invoice Terms: Service not rendered until receipt of Payment.

Customer Number 9417 Date entered at Home Office Reference #

Machine Location: TX Hidalgo County Tax Assessor PO Box 178

Bill To: 9417 County HIDALGO TX Hidalgo County Tax Assessor PO Box 178

Mail this Signed Contract to: Cummins-Allison Corp. 9330 Corporate Dr., Ste. 305 Selma, TX 78154 For Service Please call: 1-800-683-0171

City: Edinburg State: TX Zip: 78539 Contact: Mary Garcia Phone #:

City: Edinburg State: TX Zip: 78539 Attention: ACCTS PAYABLE NAICS: PO #

Application: [x] Commercial [] Rural Billing Frequency: A

Support Type: 1 A, S, T, Q, 2, 3 (Additional charges for other than annual or multi-year)

Line #	Description of Covered Machine/Accessory/Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Base Amt. (Annual)	Zone	Zone Amount	Total Annual Amount
1	JetScan 4062	8		406-9902-00	14062267906125	1	1688	470	1			387.00	387.00
2	JetScan 4062	8		406-9902-00	14062268006125	1	1688	470	1			387.00	387.00
3	JetScan 4062	8		406-9902-00	14062402704313	1	1688	470	1			387.00	387.00
4	JetScan 4062	8		406-9902-00	14062406206200	1	1688	470	1			387.00	387.00
5	JetScan 4062	8		406-9902-00	14062413104314	1	1688	470	1			387.00	387.00
6	JetScan 4062	8		406-9902-00	14062417806222	1	1688	470	1			387.00	387.00
7	JetScan 4062	8		406-9902-00	14062472108051	1	1688	470	1			387.00	387.00
8	JetScan 4062	8		406-9902-00	6823	1	1688	470	1			387.00	387.00

* Each Coverage Code relates to a specific product coverage as described in Section 4 on pages 2 and 3. If required, additional equipment is listed on page 4.

** See section 7 on Page 3.

Machine Installation Date: Assigned Contract # 10/01/10 Contract Effective Date: Line(s) Effective Date: 1st Year X % 1st Year X % Contract Total 8,727.00 Tax Additional

Terms and Conditions (Additional terms and conditions listed on Page 2 and 3)

In consideration of the charges above, payment each year in advance, Cummins Allison, subsequently referred to as C-A, agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number and serial number and location above. If any piece of equipment listed on the contract experiences a regular increase in volume beyond that which was contracted, C-A reserves the right to adjust the annual rate of the contract to the appropriate volume level at the time of renewal.

SECTION 1 - PERIODIC INSPECTION

- On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are part of this agreement. The terms and conditions on page 2 and 3 of this document are part of this agreement.
- For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

SECTION 2 - EMERGENCY SERVICE

- This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition.
- This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will be marked with an "X" at top of form), in which case a charge for mileage only portal-to-portal will be made.

Purchaser's Authorized Signature Date 9/14/2010 Printed Name and Title of Authorized Signer Melisa Marcum 08/25/2010

Cummins Authorized Representative Date Please mail signed form to office listed at top of this page

SECTION 3 – PARTS COVERAGE

1. This agreement includes all parts indicated under the applicable paragraph(s) identified in the Coverage Code column above and described in Section 4—Specific Product Coverage, which can be installed without the use of shop facilities and on user's premises. It does not include supplies or consumable parts excluded under Section 4 Specific Product Coverage.

2. When, in C-A opinion, a shop reconditioning is necessary and on-site repair and parts replacement cannot keep the machine(s) in satisfactory operating condition, C-A will submit a cost estimate. Such work (both parts and labor), if authorized by the customer, will be in addition to the service contract charges.

SECTION 4 – SPECIFIC PRODUCT COVERAGE

This agreement and associated parts coverage applies to the machine part number and serial number corresponding to the Coverage Code(s) and location/s as recorded on the front of this agreement.

CODE 1 Perforators – All parts excluding die blocks.

CODE 2 Imprinters, Signers and Endorsing Equipment – All parts excluding: signature and endorsing dies; PROMS; ink and ink rollers; and rubber feed rollers.

CODE 3 Bursters and Decollators – All parts excluding roll cleaner or other supplies.

Paper Shredders – Excludes plastic bags and lubricating oil.

- Does not include parts or labor necessitated by excess use. This is defined as exceeding 150 hours of operation per month.

- Does not include parts or labor necessitated by misuse. This includes, but is not limited to, continuous shredding of material other than paper products, credit cards, staples or occasional one inch paper clips.

Note: High Security Cross Cut Shredders are "paper only" shredders. Unacceptable material would include, but not limited to, microfilm, microfiche, jumbo paper clips, binder clips, or other metals objects.

CODE 4 New Machine Coverage - Shredders

- Signed within 90-day labor warranty period.

- Full parts and labor coverage on customer premises or Cummins-Allison local service facility (supersedes Section 3, Paragraph 2). There may be a charge for labor at 50% of the local Cummins-Allison Service Branch labor rate for extensive repairs (exceeding two (2) hours) on High Security Shredders and large, high volume shredders (208, 220, 460 volt units) that can not be removed from the customer's premises.

CODE 4A Strip Cut Shredders – Cutters become consumable, chargeable parts after the five (5) year warranty.

CODE 4B Particle Cut Shredders – Cutters and deflectors become consumable, chargeable parts after the three (3) year warranty.

CODE 4C High Security Cross Cut Shredders - Cutters and deflectors become consumable, chargeable parts after the one (1) year warranty.

CODE 5 Existing Machine Coverage – All Shredder Models

- Signed after the 90 day labor warranty period.

- Limited parts and labor coverage. Does not include cutters, combers, separators, deflectors, spacers or cutter shafts except where warranties apply. Also refer to Section 3 Paragraph 2.

CODE 6 MICR Encoders – All parts covered excluding Printer Paper, Printer Ribbons and MICR Ribbons.

CODE 7 JetCount Currency Counters – All models. All parts covered excluding roll cleaner, compressed air, carrying case, imprinting dies and ink rollers.

CODE 8 JetScan Currency Scanners – All models. All parts covered excluding roll cleaner, compressed air, carrying case.

CODE 9A JetCash Currency Dispensers – All parts covered excluding picker module assemblies, stacker module assemblies, transport assemblies, currency cassettes and software license fees.

CODE 9B JetCash Currency Dispensers Extended Coverage– All parts covered excluding currency cassettes, and software license fees.

CODE 10A JetSort Coin Sorters – All Model 1000, 2000, 3500, 4000 Series includes Sort Disk coverage for five years from instial date, while under PMIA. Excludes Sort Pads, ribbons, and printer paper.

All 5000/6000 Series: Excludes Sort Disk (unless entering into Sort Disk coverage PMIA), Sort Pads, ribbons and printer paper.

CODE 10B JetSort Coin Sorters – All Models-No Parts Coverage.

Code 10C JetSort Coin Sorters - Self-Service Models 6000 Series (Models 6680-6699) All parts including Sort Disk for five years from install date and Sort Pads. Excludes supply items such as ribbons & printer paper.

I have read and agree to these terms:

Buyers Initials: _____

Date: _____

CODE 11 External Device – C-A Personal speech system, C-A Printer Kit, Remote Display, Bar Code Scanner or other C-A supplied external device. Excludes all supply items.
CODE 12A Coin Wrappers – All parts covered excluding Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.
CODE 12B Coin Wrappers Extended Coverage - All parts covered including Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.
CODE 12C Coin Wrappers-Very High volume – Over 6000 rolls per day. Parts coverage same as Code 12B.
CODE 12D Coin Wrappers – No parts coverage.
CODE 13 Coin Counters and Coin Dispensers – All parts covered excluding Coin Feed Belts and Hopper Belts.
CODE 14 Casino Coin Scale – Includes Terminal, Remote Keyboard, Center Dump Hopper, Printer. Excludes Load Cell and Ribbons.
CODE 15 Coin Transport System – No parts coverage.

SECTION 5 – DISCLAIMERS AND LIMITATION OF LIABILITY

1. This agreement does not include new attachments, modifications, retrofits, changes in inscription to dies blocks or dies requested by user.
2. This agreement does not include parts or labor necessitated by acts of God, war, fire, water sabotage or accidental damage.
3. This agreement does not include parts or labor necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), volumes in excess of the 'volume rate' identified in this agreement, mis-use, abuse, sabotage, damage due to shipping or other casualty loss or damage.
4. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from C-A authorized service personnel, a charge for parts and labor will be issued to the customer.
5. C-A'S SOLE RESPONSIBILITY UNDER THIS AGREEMENT IS FOR SERVICE AS SPECIFIED. IN NO EVENT WILL C-A BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF C-A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
6. C-A reserves the right to deny service to equipment that is located in environments which, at the discretion of C-A, would subject C-A service personnel to an unreasonable risk of harm. Equipment to be serviced under this Agreement and located in an unreasonable dangerous environment must be first relocated to a location identified by C-A at the Customer's expense.

SECTION 6 – ACCEPTANCE AND RENEWAL

1. This agreement is subject to acceptance by C-A in Mt. Prospect, which will evidence acceptance of this agreement by billing for such service from its office in Mt. Prospect, Illinois. All payments for service rendered under terms of this agreement are to be forwarded to Cummins-Allison Corp., 891 Feehanville Drive, Mt. Prospect, Illinois 60056.
2. This agreement will renew itself automatically each year at the rates in effect at the time of renewal and will continue unless cancelled in writing by either party 30 days prior to renewal. Any taxes, now or hereafter imposed upon the furnishing of the service and/or material herein described or upon the control thereof or the receipts therefrom shall be paid for by the owner or user of the equipment.
3. Cancellation Policy: If in the event a contract is cancelled by the customer prior to the expiration date, the prorated (unused) portion of the contract will be refunded to the customer with any services performed during the partial contract period being charged back, less the value of any paid portion of the contract that has not been refunded. Prorated refunds will not be reduced for cancellation of contract on equipment that is replaced with new equipment, provided the new equipment is placed immediately under contract.

SECTION 7 – SUPPORT TYPE: Hours, Shifts, Volumes

- Support Type Address Description
- 1 0% Standard: 8AM-5PM, Mon-Fri, Response within 24 Hrs.
 - 2 10% Extra: 7AM-7PM, Mon-Fri, Response within 24 Hrs.
 - 3 20% 6 Days: 8AM-5PM, Mon-Sat, Response within 24 Hrs.
 - 4 30% 7 Days: 8AM-5PM, Mon-Sun, Response within 24 Hrs.
 - 5 50% 24/7: Around the Clock, 7 Days, Response within 24 Hrs.
 - 6 40% 12/7: 7AM-7PM, 7 Days, Response within 24 Hrs.
 - 7 Ala Carte After Hours-Ala Carte: Service requested beyond Standard Hours-Labor/Travel Invoiced Separately
 - 8 25% 2 Shifts: Machine operated 2-Eight Hour Shifts, Stand. Hours
 - 9 50% 3 Shifts: Machine operated 3-Eight Hours Shifts, Stand. Hours
- Types 8 & 9: After Hours service billed separately with approved Quote.

Section 8 – Power Requirements.

- Voltage Operating Range: 105 - 130 VAC.
- Frequency: 50/60 Hz
- Electrical Supply circuit: A 15 Amp electrical supply properly grounded and protected by a circuit breaker must be provided with this equipment. The three-prong grounded plug supplied with this equipment must be plugged into a properly grounded three-prong outlet. To ensure proper operation of this equipment, a separate circuit serving only this device should be provided.
- It is the customer's responsibility to provide a power line that is grounded and protected by a circuit breaker in accordance with the applicable local electrical code.
- Power disruptions that result in input voltage other than the power requirements as specified in the equipment specifications can lead to improper operation or result in the failure/damage to electrical components. Such power disruptions are not covered under the machine warranty or Preventative Maintenance Agreement. Power conditioning/stabilizing devices are available through Cummins-Allison Corporation.

I have read and agree to these terms:

Buyers Initials: _____

Date: _____

Line #	Description of Covered Machine/Accessory/Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Base Amt. (Annual)	Zone	Zone Amount	Total Annual Amount
9	JetScan 4062	8		406-9902-00	14062471808051	1	1688	470	1		1	387.00	387.00
10	JetScan 4062	8		406-9902-00	14062662905112	1	1688	470	1		1	387.00	387.00
11	JetScan 4062	8		406-9902-00	14062472008051	1	1688	470	1		1	387.00	387.00
12	JetScan 4062	8		406-9902-00	14062419804315	1	1688	470	1		1	387.00	387.00
13	JetScan 4062	8		406-9902-00	14062981004042	1	1688	470	1		1	387.00	387.00
14	JetScan 4062	8		406-9902-00	14062384606199	1	1688	470	1		1	387.00	387.00
15	JetScan 4062	8		406-9902-00	14062471908051	1	1688	470	1		1	387.00	387.00
16	JetScan 4065	8		406-9905-00	14065107008284	1	1688	470	1		1	438.00	438.00
17	JetScan 4065	8		406-9905-00	14065112508284	1	1688	470	1		1	438.00	438.00
18	JetScan 4065	8		406-9905-00	14065112608284	1	1688	470	1		1	438.00	438.00
19	JetScan 4062	8		406-9902-00	14062870403349	1	1688	470	1		3	447.00	447.00
20	JetScan 4062	8		406-9902-00	14062398503041	1	1688	470	1		1	387.00	387.00
21	JetScan 4062	8		406-9902-00	14062472208051	1	1688	470	1		1	387.00	387.00
22	JetScan 4062	8		406-9902-00	14062472308051	1	1688	470	1		1	387.00	387.00
23													
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33													
34													
35													

Page 4 Totals:

5,631.00

Requisition

Req # 00181679

PO #

Date: 09/09/10

*Consent
22803
9/14/10*

Bill To: x
x

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

Ship To: EMERGENCY SERVICES
1615 S. CLOSER
SUITE G-H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	MONTH	DO NOT DUPLICATE ORDER NEW 48 MONTH MAINTENANCE AGREEMENT Open Purchase Order for Maintenance Agreement of Xerox Document Centre 425AS Copier Serial #EYF-004106. Base Charge per month.	43.00	129.00
3.00	MONTH	PRINT CHARGES: 1-4,000 INCLUDED 4,000 + \$0.0096 FULL SERVICE MAINTENANCE INCLUDED Approximately \$10.00 excess print charges per month.	10.00	30.00
		Account No	Encumbrance	
		0-1100-422-10-300-001-0-432	159.00	
			Freight	.00
			Total	159.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg # 181679

Maintenance Agreement



Customer: HIDALGO, COUNTY OF

Bill To: COUNTY OF HIDALGO
FIRE MARSHAL
Ste H
1615 S Closner Blvd
Edinburg, TX 78539-5718

Install: COUNTY OF HIDALGO
FIRE MARSHAL
Ste H
1615 S Closner Blvd
Edinburg, TX 78539-5718

Monthly Pricing

Item	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. DC425AS S/N EYF004106 Purchased From: XRX Business Consultants	\$43.00	1: Total	1 - 4,000 4,001+	Included \$0.0096	- Term: 48 Months - Full Service Maintenance Included
Total	\$43.00	Minimum Payments (Excluding Applicable Taxes)			

1637496

Maty

1/30/08 @ 48 mo.

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Damaris Morales (956)682-1820 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: <u>Rene Ramirez</u> County Judge.	Phone: (956)318-2626		
Signature: _____	Date: <u>9/14/10</u>		

SOLUTION/SERVICES:

1. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

3. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

4. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to

resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

7. COMMENCEMENT & TERM. This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, Maintenance Services will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.

8. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

9. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

10. PRICE INCREASES. Xerox may annually increase the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase software license or support fees, each such increase not to exceed 10%.

11. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.

12. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for a one year Term and 12 such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

GENERAL TERMS & CONDITIONS:

13. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

14. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any

Terms and Conditions

action you take against Xerox must be commenced within 2 years after the event that caused it.

15. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

16. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

17. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

18. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

19. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

20. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as

either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

21. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

action you take against Xerox must be commenced within 2 years after the event that caused it.

15. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

16. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

17. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

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19. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

20. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as

either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

21. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

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;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	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
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
	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
	Insco 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
9/14/2010	*Moridge Manufacturing, Inc.d/b/a Grasshopper*	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	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 st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010

	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
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	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
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	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099

8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

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;

CC Date	Vendor	Contract Description	Contract	Contract Term
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	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-11/30/2010
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
	Kimball International	Office Furniture	3-711060	12/16/2002-1/27/2012
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012

	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2010
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2010

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	*DACO*	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
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	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	*Office Depot*	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	2/28/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

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 # 00181727

PO #

Date: 09/09/10

*Consent
#28803
9/14/10*

Bill To: x
x

Vendor: 78174

COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
271

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	MONTH	DO NOT DUPLICATE ORDER NEW 24 MONTH COPIER SERVICE AGREEMENT THIS IS FOR THE TOAL SERVICE PLAN PER MONTH AND WILL INCLUDE 8,000 B/W COPIES RATE: .015 PER COPY OR PRINTERS AND 500 COLOR COPIES OR PRINTS RATE: .11 PER COPY MODEL: MP-C3000SPF SERIAL #L3765600717. SERVICE PLAN INCLUDES PARTS, LABOR, TONER, AND DRUM. ALL BLACK AND COLOR TONERS INCLUDED. FOR THE HIDTA TASK FORCE OFFICE. COPIER SERVICE AGREEMENT DATES SEPTEMBER 21, 2010 TO SEPTEMBER 20, 2012.	150.00	600.00
4.00	MONTH	OVERAGE \$100.00 PER MONTH X 4 MONTHS = \$400.00 Account No 0-1291-412-00-270-003-0-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	100.00 Encumbrance 1,000.00 Freight Total	400.00 1,000.00

Authorized By: _____

Consent
22803
9/14/10



221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name HIDTA (Hidalgo County Task Force) Cust# 3238

Physical Address 3100 S Closner Billing Address PO BOX 5719

City/State/Zip Edinburg, TX 78539 City/State/Zip McAllen, TX 78502-5719

Phone/Fax 956-381-0444 / 956-381-8722 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: MP-C3000SPF Options: _____ Serial: L3765600717

Starting Meter: Copy/Print Clicks: _____ Scan: _____

Cost: \$ 150.00 for 8,000 black & white clicks. Rate: .015 per copy.

Cost: \$ _____ for 500 color clicks. Rate: .11 per copy.

All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

Effective dates of agreement from September 21, 2010 to September 20, 2012 or copies specified.

Contract to be billed: ☐ Yearly ☐ Quarterly ☒ Monthly ☐ Included in Lease

[Contract includes black and color toners.]

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

Authorized Signature

Rene Ramirez

Print Name

Raura Guza

Copy Graphics, Inc. Representative

County Judge

Title

9/14/10

Date

DIGITAL TOTAL B/W & Color

TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer, black toner, and color toners not to exceed ____ per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software or network-related failures, programming or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

AI-22874

8.B.

**Requesting Approval of Invoice 10082 from Javier Hinojosa
CC CONSENT**

Date: 09/14/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Request for Payment of Invoice #10082 in the amount of \$20,567.06 submitted by project engineer, Javier Hinojosa Engineering in connection with engineering services for "Unnamed County Road located 1,700 LF West of Iowa Rd".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #639446 as of 9/10/10 is \$27,422.75.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:52 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:16 PM	APRV
3	Perla Lopez	Perla Lopez	09/10/2010 08:49 AM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:27 AM	APRV

Form Started By: Rocio Villarreal
Started On: 09/08/2010 04:28 PM
Final Approval Date: 09/10/2010

SIGN: Car. m. Flores
 REQ# 174586
 PO# 639446

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

Invoice No. 10082

Customer Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: September 7, 2010 Project Name: Unnamed County Road located 1,700 LF West of Iowa Road (Mile 7 North south 4,000 LF)
---	---

Description
Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the preparation of the paving plans and specifications for the Unnamed County Road located approximately 1,700 LF West of Iowa Road (Mile 7 North south 4,000 LF). P.O.#639446 CONTRACT AMT.: <u>\$27,422.75</u>

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$6,855.69	100%	\$6,855.69	\$0.00	\$6,855.69	\$0.00
Design						
Phase 50%	\$13,711.37	100%	\$13,711.37	\$0.00	\$13,711.37	\$0.00
Construction						
Phase 25%	\$6,855.69	0%	\$0.00	\$0.00	\$0.00	\$6,855.69
TOTAL	\$27,422.75	75%	\$20,567.06	\$0.00	\$20,567.06	\$6,855.69

TOTAL AMOUNT DUE THIS INVOICE:	\$20,567.06
Submitted By: <u>Javier Hinojosa Engineering</u>	

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY [Signature] ON 9/7/10
 GOODS/SERVICES RECEIVED BY Comm Flores ON 9/7/10

0-1200-431-0-123-005-0-73

Requesting approval of invoices from L&G Engineering for Pct 3 CC CONSENT

Date: 09/14/2010
 Submitted By: Rocio Villarreal, PURCHASING DEPT.
 Submitted For: Rocio Villarreal
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of the following invoices submitted by contracted/projected engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11323541-\$24,817.00 for "La Homa"-C-08-031-02-12;
2. Invoice No. 11323544- \$37,596.00 for "FM 681 From FM 2221 to SH 107" - C-09-192-06-08;
3. Invoice No. 11323545- \$15,013.59 for "FM 681 Project; From FM 2221/FM 492" - C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323541: Available funds in P.O. #600650 as of 9/10/10 is \$104,322.00.

FISCAL YEAR: 2010	ACCT. #: 0-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323544: Available funds in P.O. #625224 as of 9/10/10 is \$1,046,157.55.

FISCAL YEAR: 2010	ACCT. #: 0-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323545: Available funds in P.O. #625225 as of 9/10/10 is \$555,007.30.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:50 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:15 PM	APRV
3	Perla Lopez	Perla Lopez	09/10/2010 08:35 AM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:25 AM	APRV
5	Joy Hsu	Joy Hsu	09/10/2010 11:54 AM	APRV
Form Started By: Rocio Villarreal			Started On: 09/08/2010 04:13 PM	
Final Approval Date: 09/10/2010				

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323541
INVOICE DATE: 08/31/10

SIGN: For m. 32m
REQ# 12844
PO# 600650

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080301

La Homa

P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2010.						
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	41,250.00	8,250.00	49,500.00	90.0	5,500.00
12003-Public Invmt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	20,000.00		20,000.00	100.0	
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Design Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
15020-Rdwy Dgn/Sub	4,150.00	4,150.00		4,150.00	100.0	
16001-Rdwy Design	267,350.00	226,800.00	13,815.00	240,615.00	90.0	26,735.00
16101-Drainage	116,000.00	110,200.00		110,200.00	95.0	5,800.00
16207-Sgn, Pvmt, Markg	24,200.00	21,296.00	484.00	21,780.00	90.0	2,420.00
16250-Iso Signal/Sub	52,000.00	41,600.00		41,600.00	80.0	10,400.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	68,040.00		68,040.00	90.0	7,560.00
16304-Irrigation	31,500.00	28,350.00		28,350.00	90.0	3,150.00
16306-Qty Specs	18,900.00	16,632.00	378.00	17,010.00	90.0	1,890.00
16307-Utilities	63,000.00	55,440.00	1,260.00	56,700.00	90.0	6,300.00
16400-Contract Mgmt	31,500.00	27,720.00	630.00	28,350.00	90.0	3,150.00
TOTALS:	1,033,500.00	927,178.00	24,817.00	951,995.00	92.1	81,505.00

ORIGINAL CONTRACT SUM \$ 1,033,500.00
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 1,033,500.00
TOTAL COMPLETED TO DATE \$ 951,995.00
LESS PREVIOUS INVOICES \$ 927,178.00


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 24,817.00

INVOICE RECEIVED BY
ABC ON 9/3/10
GOODS/SERVICES RECEIVED BY
Conn. Hwy ON 8/3/10

0-1336-4310-123-045-0-731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323545
INVOICE DATE: 08/31/10

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2010.						
13020-ROW Map/Sub	99,200.00	94,240.00		94,240.00	95.0	4,960.00
15001-Surv.Plans&Des	16,611.68	15,781.10		15,781.10	95.0	830.58
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	88,760.00	6,340.00	95,100.00	75.0	31,700.00
16102-Hydraulic Dsgn	20,000.00	14,000.00	1,000.00	15,000.00	75.0	5,000.00
16104-Outfall Dsgn	20,000.00	14,000.00	1,000.00	15,000.00	75.0	5,000.00
16201-Signing	10,000.00	7,000.00	500.00	7,500.00	75.0	2,500.00
16202-Pvmt Marking	8,000.00	5,600.00	400.00	6,000.00	75.0	2,000.00
16303-Signal/IlI	8,490.57		1,273.59	1,273.59	15.0	7,216.98
16230-Signal/IlI Sub	30,000.00		4,500.00	4,500.00	15.0	25,500.00
16302-Traf Cntrl Pln	15,000.00	14,250.00		14,250.00	95.0	750.00
16304-Irrigation	15,000.00	9,000.00		9,000.00	60.0	6,000.00
16306-Qty Specs	15,000.00	7,500.00		7,500.00	50.0	7,500.00
16307-Utilities	15,000.00	13,500.00		13,500.00	90.0	1,500.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	320,178.10	15,013.59	335,191.69	38.3	539,993.71

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323545
INVOICE DATE: 08/31/10
PAGE: 2

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

SIGN: C. M. Jones
REQ# 136846
PO# 625225

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
						ORIGINAL CONTRACT SUM \$ 875,185.40
						CHANGE BY CHANGE ORDER \$ 0.00
						CONTRACT SUM TO DATE \$ 875,185.40
						TOTAL COMPLETED TO DATE \$ 335,191.69
						LESS PREVIOUS INVOICES \$ 320,178.10
						CURRENT PAYMENT DUE \$ 15,013.59


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
JKV ON 9/6/10
GOODS/SERVICES RECEIVED BY
Carm Flores ON 8/31/10

0-1315-431-00-133-091-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323544
INVOICE DATE: 08/31/10

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2010.						
13002-ROW Map	6,200.00	5,890.00		5,890.00	95.0	310.00
13020-ROW Map/Sub	158,100.00	150,195.00		150,195.00	95.0	7,905.00
15001-Surv.Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	256,144.00	18,296.00	274,440.00	75.0	91,480.00
16102-Hydraulic Dsgn	40,000.00	28,000.00	2,000.00	30,000.00	75.0	10,000.00
16104-Outfall Dsgn	40,000.00	28,000.00	2,000.00	30,000.00	75.0	10,000.00
16201-Signing	20,000.00	14,000.00	1,000.00	15,000.00	75.0	5,000.00
16202-Pvmt Marking	16,000.00	11,200.00	800.00	12,000.00	75.0	4,000.00
16230- Signal/Illum	90,000.00		13,500.00	13,500.00	15.0	76,500.00
16302-Traf Cntrl Pln	30,000.00	28,500.00		28,500.00	95.0	1,500.00
16304-Irrigation	30,000.00	18,000.00		18,000.00	60.0	12,000.00
16306-Qty Specs	30,000.00	15,000.00		15,000.00	50.0	15,000.00
16307-Utilities	30,000.00	27,000.00		27,000.00	90.0	3,000.00
32001-Const. Mgmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	237,862.26				0.0	237,862.26
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	694,455.05	37,596.00	732,051.05	42.1	1,008,561.55

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323544
INVOICE DATE: 08/31/10
PAGE: 2

SIGN: Car. m. J. Louis
REQ# 156841
PO# 625224

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
						ORIGINAL CONTRACT SUM
						\$ 1,740,612.60
						CHANGE BY CHANGE ORDER
						\$ 0.00
						CONTRACT SUM TO DATE
						\$ 1,740,612.60
						TOTAL COMPLETED TO DATE
						\$ 732,051.05
						LESS PREVIOUS INVOICES
						\$ 694,455.05
						CURRENT PAYMENT DUE
						\$ 37,596.00


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
WBC ON 9/3/10
GOODS/SERVICES RECEIVED BY
Car. m. J. Louis ON 8/31/10

0-1315-431-00-123-070-0-841

AI-22870

8.D.

Renewal Of RTK Agreement With Western Data Systems, Inc.

CC CONSENT

Date: 09/14/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Recommendation for approval by the Hidalgo County Planning Department of an additional year renewal with the "RTK Agreement" with North American Western Data Systems dba Western Data Systems in connection with the utilization of their existing "Trimble Rover Kit" equipment/system.

BACKGROUND

Original purchase of the Trimble Rover Kit and RTK Agreement previously approved on 10/21/08. This is just a renewal for fiscal year of 2011.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-10-210-001-0-432
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funds

Attachments

Link: [Agreement](#)

Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:50 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:15 PM	APRV
3	Olga Garza	Olga Garza	09/09/2010 03:25 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:13 AM	APRV

Form Started By: Vangie Garcia
Started On: 09/08/2010 03:48 PM
Final Approval Date: 09/10/2010

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the "**Agreement**"), dated as of the 21 day of OCTOBER, 2008, is by and between Western Data Systems Inc., a Texas Corporation ("**WDS**"), and HIDALGO COUNTY PLANNING DEPARTMENT ("**Member**"). WDS and Member are sometimes referred to herein singularly as the "**Party**" and collectively as the "**Parties**". This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of an RTK Network (the "**Network**") within the State of Texas to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of Texas, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas of Texas that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, a member with a Trimble Rover (hereinafter defined) working within the Network will be able to obtain RTK accuracies using only Trimble Dual Frequency GPS Receivers.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A "**Membership**" is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars (\$2,000.00) for the first year of each Membership ("**Initial Membership Fee**"). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars (\$500.00) per year ("**Renewal Fee**") unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the "**Membership Fees**".

2.3. Members that agree to install a qualified Reference Station (see Attachment A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or organization. Reference Stations must meet the specifications set forth by WDS (see Attachment A) to be qualified for access to the Network.

2.4. In addition to Membership Fees, Member agrees to pay the Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS and that exceed the amount of money generated by Network Membership fees.

2.5. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.6. Member agrees not to re-broadcast the RTK signal.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the "Initial Term"). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment, operating and maintenance costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

3.3. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.4. WDS agrees to provide to Member the following information on a quarterly basis:

- A. Names of all Member companies;
- B. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
- C. Amount and source of all money paid into the Network account from Membership Fees;
- D. Detailed quarterly report on expenses incurred by WDS; and
- E. Estimate of any major changes that might affect costs over the next reporting period.

3.5. WDS reserves the sole right and discretion to refuse access to any Member of the Network that it determines is in breach of this Agreement.

ARTICLE 4. LIABILITY

4.1. Neither WDS nor other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of RTK data.

4.3. Member acknowledges that the Global Positioning System ("GPS") is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

5.2. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

5.3. **Waiver.** No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5.4. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

5.5. Governing Law. This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

5.6. Binding Nature and Assignment. This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

EXECUTED as of the date first written above.

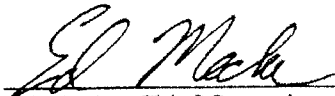
[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT**

WDS:

WESTERN DATA SYSTEMS, INC., a Texas
Corporation

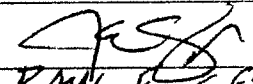
Date: 10/29/08

By: 
Ed Meche, Chief Operations Officer

MEMBER:

HIDALGO COUNTY PLANNING DEPARTMENT

Date: 10-23-08

By: 
Name: RAUL E. SESIN
Title: PLANNING ADMINISTRATOR

Notice Address:

Company Name HIDALGO COUNTY PLANNING DEPARTMENT

Contact Name RAUL E. SESIN P.E. PLANNING ADMINISTRATOR

Address 1304 S. 25TH STREET

EDINBURG TEXAS 78539

Telephone 956-318-2840

Fax 956-318-2844

E-Mail raul.sesin@co.hidalgo.tx.us

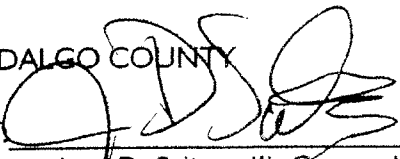
AGREEMENT: Western Data Systems, Inc.

(Agreement For Membership For Trimble R6 Rover Kit)

A-08-435-10-21

HIDALGO COUNTY

BY

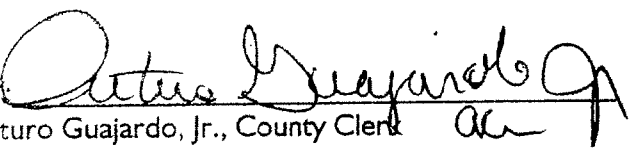

Juan D. Salinas, III, County Judge

Date:

10-28-08

ATTEST:

BY


Arturo Guajardo, Jr., County Clerk

Date:

10-28-08

APPROVED BY COMMISSIONERS COURT: 10/21/08



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

September 8, 2010

Western Data Systems, Inc.
Attn: Ed Meche, President
14722 Regnal Street
Houston, Texas 77039

Via: Certified Mail #7099 3220 0002 9744 9465
Email: edm@westerndatasystems.com

Re: Renewal Of Agreement-RTK Membership Agreement
Hidalgo County Planning Department"

Dear Mr. Meche:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option for renewal of Agreement. Said Agreement will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, September 14, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Thursday, September 9, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

9/9/10

Request for Fuel Credit Cards

CC CONSENT

Date: 09/14/2010
 Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) to :

1. Community Supervision and Corrections Department Dept;
2. Health and Human Services Dept and
3. Planning Dept.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1297-423-00-320-002-9-626
FUNDS AVAILABLE Y/N?: N/A	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Adult Probation (CSCD)	

FISCAL YEAR: 2010	ACCT. #: 0-1100-441-00-340-001-0-626
FUNDS AVAILABLE Y/N?: YES	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

HEALTH & HUMAN SERVICES:

\$3,504.41 AVAILABLE BALANCE AS OF 09/09/10. RC

\$16,098.50 AVAILABLE BALANCE IN P.O.#633556 AS OF 09/09/10. RC

FISCAL YEAR: 2010	ACCT. #: 0-1100-419-10-210-001-0-626
FUNDS AVAILABLE Y/N?: YES	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Planning

\$8,049.62 AVAILABLE BALANCE AS OF 09/09/10. RC

Attachments

Link: [CSCD 09.14.10](#)

Link: [HS 09.14.10](#)

Link: [PLAN 09.14.10](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:46 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:14 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/09/2010 04:16 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:12 AM	APRV

Form Started By: Ovidio Gonzalez
Started On: 09/08/2010 03:03 PM

Final Approval Date: 09/10/2010

FUEL CREDIT CARD REQUEST FORM

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

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

Department:	ADULT PROBATION		
Billing Address:	P O BOX 970 EDINBURG TEXAS 78540		
Fuel Card Manager:	DIANA G SOLIS		
	This person can not have use of the fuel card		
Phone Number:	956-587-6008	County Email:	ad004@hidalgococscd.com
Web user Name:		Password:	
Hidalgo Co Acct Number:	0-1297-423-00-320-002-9-626		
Requested By:	Arnold K Patrick, Director <i>Arnold K Patrick</i>		

Sign & Print Elected/Official Supervisor/Director

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

For Purchasing Department Use Only

Approved by Commissioners Court On:			
Reviewed by Fuel Card Administrator:			
Cards Received by Dept on:		Date Returned/Cancelled:	
Fuel Cards Received by Department:			

Sign & Print Authorized Elected Official/Supervisor/Director

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

Arnold K Patrick	<i>AKP</i>	8/13/1965	176664

FUEL CREDIT CARD REQUEST FORM

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

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

Department:	Health & Human Services		
Billing Address:	1304 South 25 th Ave, Edinburg, TX 78539		
Fuel Card Manager:	Eduardo Olivarez		
	This person can not have use of the fuel card		
Phone Number:	(956)383-6221	County Email:	eddie.olivarez@hchd.org
Web user Name:		Password:	
Hidalgo Co Acct Number:	0-1100-441-00-340-001-0-626		
Requested By:	Eduardo Olivarez		
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

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

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

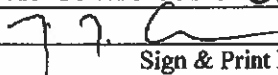
List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving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

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Aracely Rincon	1-10-72	047589		
Joelen Garza	6-1-87	181609		
Jose Chapa	9-7-86	181366		
Ricardo Salinas	8-1-80	158879		

FUEL CREDIT CARD REQUEST FORM

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

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

Department:	Planning Department		
Billing Address:	1304 S. 25 th St./Edinburg/Tx/78542		
Fuel Card Manager:	Irma Celia Castillo		
	This person can not have use of the fuel card		
Phone Number:	(956)318-2840	County Email:	irma.castillo@hchd.org
Web user Name:		Password:	
Hidalgo Co Acct Number:	0-1100-419-10-210-001-0- 6260		
Requested By:			9-3-10
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

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

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

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

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Efrain Ceballos Jr.	12/01/1981	181722		

AI-22864

8.F.

Invoice Payments-L&G Consulting Engineers (C-08-417-12-09)

CC CONSENT

Date: 09/14/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of the following requests for payment submitted by L & G Consulting Engineers, Inc. through contract #C-08-417-12-09:

1. Invoice #11323540- \$39,324.55-PO#644483-Work Authorization #2;
2. Invoice #11323539- \$138,250.00-PO#617489-Work Authorization #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-121-053-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #644483- L & G Consulting Engineers, Inc.-Amount available as of 9-10-10
\$451,665.50.

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-121-053-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #617489-L & G Consulting Engineers, Inc.-Amount available as of 9-10-10
\$455,650.00

Attachments

Link: [Precinct's Memo Request](#)

Link: [Invoice Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:45 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:13 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/10/2010 02:13 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Vangie Garcia
Started On: 09/08/2010 01:23 PM

Evangelina Garcia

From: Domingo Morin [domingo.morin@co.hidalgo.tx.us]
Sent: Wednesday, September 08, 2010 11:53 AM
To: 'Evangelina Garcia'
Subject: L&G Engineering Invoices...
Attachments: L&G Consulting Services - Inv # 11323540 and 11323539.pdf

Vangie,

Attached are the L&G Engineering invoices that need to be placed on next Tuesday's agenda.

Best Regards,

Domingo Morin

Accountant III - Precinct I
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78596
956-968-8733
956-973-7804 FAX



L&G Engineering

Transportation Consultants

September 1, 2010

Hon. A.C. Cuellar, Jr
Hidalgo County Commissioner, Pct. #1
Attn: Raul Lozano
1902 Joe Stevens
Weslaco, TX 78596



**RE: FM 493 South, Work Authorization No. 2
C08-417-12-09, PO# 644483, L&G Job#090202**

Dear Commissioner Cuellar:

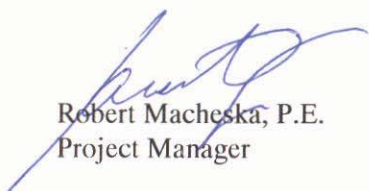
Attached for your approval is our invoice for services rendered from August 19 -August 31, 2010. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 13001 – RIGHT-OF-WAY MAP		
L&G continues to review data gathered by JES and provide ROE's as obtained.	L&G	25%
FC 13010 – RIGHT-OF-WAY MAP/SUB		
JES has researched Appraisal District info and has identified the landowners along the project. They continue to get ROE's from landowners.	J.E.S.	25%
FC 15010 – DESIGN SURVEYS/SUB		
This task has not started yet.	J.E.S.	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,


Robert Macheska, P.E.
Project Manager

Attachment

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323540
INVOICE DATE: 08/31/10

BILL TO: 34

Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

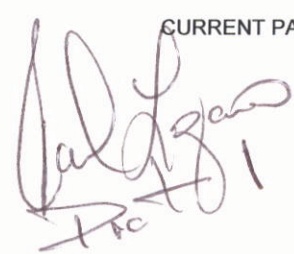
JOB: 090202

FM 493 South WA#2
PO#644483

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2010.						
13003-ROW Map	25,745.50	3,861.83	2,574.55	6,436.38	25.0	19,309.12
13030-ROW Map/Sub	367,500.00	55,125.00	36,750.00	91,875.00	25.0	275,625.00
15010-Design Srv/Sub	58,420.00				0.0	58,420.00
TOTALS:	451,665.50	58,986.83	39,324.55	98,311.38	21.8	353,354.12

ORIGINAL CONTRACT SUM	\$	451,665.50
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	451,665.50
TOTAL COMPLETED TO DATE	\$	98,311.38
LESS PREVIOUS INVOICES	\$	58,986.83

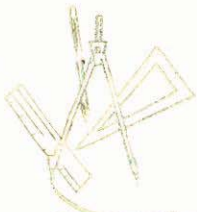

PROJECT MANAGER'S SIGNATURE


CURRENT PAYMENT DUE \$ 39,324.55

Pct. #1

0-1342-431-00-121-053-0-841

INVOICE RECEIVED BY
DM on 09/02/10
GOODS/SERVICES RECEIVED BY:
JMM on 9/2/10



L&G Engineering

Transportation Consultants

September 1, 2010

Hon. A.C. Cuellar, Jr.
Hidalgo County Commissioner, Pct. #1
Attn: Raul Lozano
1902 Joe Stevens
Weslaco, TX 78596



**RE: FM 493 South, Work Authorization No. 1, PO# 617489,
C08-417-12-09, L&G Job#090201**

Dear Commissioner Cuellar:

Attached for your approval is our invoice for services rendered through August 2010. The following is attached:

- L & G's Invoice
- Sub-consultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
Schematic was turned in to TxDOT Pharr District on January 29, 2010 for District approval. We received District comments on March 3 rd and returned to TxDOT March 24 th for further processing to TxDOT – Austin. We are now waiting for comments from TxDOT – Austin.	L&G	90%
FC 12001 – EA REPORTS		
L&G received comments from the TxDOT-ENV Office and submitted revisions on August 27, 2010.	L&G	90%
FC 12002 – PUBLIC INVOLVEMENT		
L&G completed the Summary and Analysis and submitted to TxDOT on 5/1/10.	L&G	100%
FC 12040 – CULTURAL RESOURCES		
L&G has completed the surveys and the reports and were submitted to TxDOT. Comments have been received and are revising reports.	L&G	95%
FC 13002 – OWNERSHIP DATA COLLECTION		
All preliminary ownership data has been collected.	L&G	100%
FC 15011 – SURVEY PLANS AND DESIGN/SUB		
Survey data continues to be collected. Preliminary linework has been submitted. Preliminary 3D data has also been collected.	J.E.S.	75%
FC 16001 – ROADWAY DESIGN		
We have established a best fit alignment and have established the existing centerline based on old plans and appraisal district data. A preliminary profile of the proposed centerline and the East/West proposed ROW was generated based on Lidar data to aid in the assessment of outfalls and the development of an overall drainage plan. The possibility of setting the grades of the proposed rural roadway to that of the future urban section has been ruled out due to roadway flooding concerns. We have coordinated with the IBWC regarding the vertical alignment at the floodway more coordination is needed after our bridge life cycle cost analysis determined that the existing pilot channel bridge will need to be replaced. We met with the Diocese Property Department on October 15, 2009 and adjusted the alignment based on impacts to the parking lot of Christ Rey Chapel. Alignment has been finalized based on Public Meeting comments. As survey data continues to come in. We are furthering the design. Final completion of the design must wait for the completion of the design surveys.	L&G	70%

FC 16104 – OUTFALL DESIGN		
We have identified potential outfalls and developed a hydrologic map. We are also evaluating the hydraulic capacities of existing outfalls. As survey data continues to come in, we are furthering the design. Final completion of the design must wait for the completion of the design surveys.	L&G	70%
FC 16302 – TRAFFIC CONTROL PLAN		
Preliminary TCP typical sections and sequence of construction are have been finalized. As survey data continues to come in, we are furthering the design. Final completion of the design must wait for the completion of the design surveys.	L&G	70%
FC 16304 – IRRIGATION		
We have identified existing irrigation lines and included them in the schematic. We have set preliminary coordination letters to the Donna Irrigation District. Met with Donna Irrigation District on August 27, 2009 and again on September 17 th . As survey data continues to come in, we are furthering the design. Final completion of the design must wait for the completion of the design surveys.	L&G	70%
FC 16306 – QUANTITIES & SPECS		
A preliminary estimate with quantities, specification list as well as General Notes has been developed.	L&G	70%
FC 16307 – UTILITIES		
Surface utilities have been identified and initial letters have been sent to all utilities. We have begun receiving comments back from utility companies. We have met with and continue to coordinate with the City of Donna. Information on the City of Donna's sewer line was obtained and that information has been added to the project schematic. We met with the city of Donna on August 26, 2009 in regards to their sanitary sewer and water lines. We also met with D.I.D. on September 09, 2009. As survey data continues to come in, we are furthering the design. Final completion of the design must wait for the completion of the design surveys.	L&G	70%
FC 32000 – CONSTRUCTION MANAGEMENT		
This task has not yet begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,



Robert Macheska, P.E.
Project Manager

Attachment

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323539
INVOICE DATE: 08/31/10

BILL TO: 34

Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 090201

FM 493 South WA#1
 PO# 617489

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of August 2010.						
11006-Design Schem	254,000.00	228,600.00		228,600.00	90.0	25,400.00
12001-EA Reports	60,000.00	42,000.00	12,000.00	54,000.00	90.0	6,000.00
12002-Pub Involvement	10,000.00	9,000.00	1,000.00	10,000.00	100.0	
12040-Cul Resc/Sub	20,000.00	19,000.00		19,000.00	95.0	1,000.00
13002-Owner Data/Cor	35,000.00	29,750.00	5,250.00	35,000.00	100.0	
15011-Field Sur/Sub	150,000.00	52,500.00	60,000.00	112,500.00	75.0	37,500.00
16001-Rdwy Dsgn	401,000.00	240,600.00	40,100.00	280,700.00	70.0	120,300.00
16104-Outfall Design	67,000.00	40,200.00	6,700.00	46,900.00	70.0	20,100.00
16302-Traf Cntrl Pln	30,000.00	18,000.00	3,000.00	21,000.00	70.0	9,000.00
16304-Irrigation	32,000.00	19,200.00	3,200.00	22,400.00	70.0	9,600.00
16306-Qty Specs	30,000.00	18,000.00	3,000.00	21,000.00	70.0	9,000.00
16307-Utilities	40,000.00	24,000.00	4,000.00	28,000.00	70.0	12,000.00
3200-Const. Mgmt	15,000.00				0.0	15,000.00
TOTALS:	1,144,000.00	740,850.00	138,250.00	879,100.00	76.8	264,900.00

ORIGINAL CONTRACT SUM \$ 1,144,000.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 1,144,000.00
 TOTAL COMPLETED TO DATE \$ 879,100.00
 LESS PREVIOUS INVOICES \$ 740,850.00

PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 138,250.00

INVOICE RECEIVED BY
 DM on 09/02/10
 GOODS/SERVICES RECEIVED BY:
 [Signature] on 9/2/10

[Signature]
 Pct. 1

Pct. 1

0-1339-431-00-121-053-0-841

AI-22833

8.G.

Authority to advertise - "Hauling Services for Millings Material" - Hidalgo County Precinct No. 1

CC CONSENT

Date: 09/14/2010
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County Precinct No. 1 - "Hauling Services for Millings Material" Bid No. 2010-263-10-06-ERT.

BACKGROUND

Current contract expires on 12/22/2010

Proposed Schedule of Events:

1st Advertisement: September 18, 2010

2nd Advertisement: September 25, 2010

Bid Opening Date: October 6, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Available balance as of 9-10-10 \$41,340.30.

Attachments

Link: PART 1 - MEMO, LEGAL NOTICE, SPECIFICATIONS AND DRAFT CONTRACT

Link: PART 2 - MEMO, LEGAL NOTICE, SPECIFICATIONS AND DRAFT CONTRACT

Link: PART 3 - MEMO, LEGAL NOTICE, SPECIFICATIONS AND DRAFT CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:42 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:12 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/10/2010 01:31 PM	APRV
4	Auditor's Office		09/10/2010 05:06 PM	NEW

Form Started By: Eric Trevino

Started On: 09/07/2010 11:00
AM

Final Approval Date: 09/10/2010



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS – HIDALGO COUNTY PRECINCT NO. 1

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 26, 2010

RE: Approval of Specifications For: – Hidalgo County Precinct No. 1 -“Hauling Services for Millings Material” for Precinct No. 1” Bid No. 2010-263-00-00-ERT

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

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ☒ YES / ☐ NO/

Other (Specify) _____

Budget Account No.: 0-1200-431-00-121-005-0-346

Raul Lozano

Precinct 1

09/01/2010

SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than September 1, 2010 @ 5pm or at your earliest convenience in order to attach it to the agenda item for Commissioner's Court. Thank You.

Enclosures

Bid No: 2010-263	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882
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REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

“HAULING SERVICES FOR MILLINGS MATERIAL”

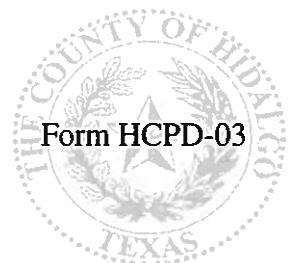
BID OPENING DATE:

OCTOBER 6, 2010

Contact Person:

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

956 318-2626



LEGAL NOTICE

BID NO: 2010-263-10-06-ERT

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1 – “HAULING SERVICES FOR MILLINGS MATERIAL”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-263-10-06-ERT HIDALGO COUNTY PRECINCT NO. 1 - “HAULING SERVICES FOR MILLINGS MATERIAL”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 6, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-263-10-06-ERT RFB-HIDALGO COUNTY PRECINCT NO. 1 – “HAULING SERVICES FOR MILLINGS MATERIAL”**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY PRECINCT NO. 1- "HAULING SERVICES FOR MILLINGS MATERIAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596
956-968-8733

Attn: Raul Lozano / Domingo Morin / Mari Gutierrez

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>October 6, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

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

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

Bid
For

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2010-263-10-06-ERT

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO. 2010-263-10-06-ERT

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for Millings Material" for Hidalgo County Precinct No. 1. All hauling services will be on an "As Needed Basis" by the Precinct.

SPECIFICATIONS, REQUIREMENTS

1. Millings will be hauled from location of material. Precinct will load the millings material from project site for vendor to haul to designated area.
2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.
3. **Bid price for the services must be per cubic yard basis, per mile radius on an "As Needed Basis".**
4. Bid award will be based on the low bid per cubic yard basis per mile radius listed on the bid page.
5. Hidalgo County Precinct No. 1 is requesting a minimum of **Ten (10) vendor owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".
6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department upon bid award.
7. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".
8. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" **upon bid award**.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term on an "As Needed Basis" under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.
7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
8. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.
9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.
11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
12. Hidalgo County reserves the right to reject any or all bids/offers. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

Market Volatility and Unit Price Adjustments:

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

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

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or

the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, Wednesday, September 29, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 1, 2010 at 5:00 P.M.

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-00-00**

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

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For Millings Materials for Precinct No.1"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

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

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

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

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

3. This Contract shall be for a period of one year effective _____, **2010** and ending on _____, **2011**. Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the

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

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

If to County:

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

If to Company

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

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

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

APPROVED BY COMMISSIONES COURT: _____

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

By: _____
Stephen L. Crain

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

DRAFT

**EXHIBIT “B”
VENDOR’S BID**

DRAFT

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT

Hidalgo County Precinct No.1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

[illegible]

EXHIBIT "E-1 "
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2010-263-10-06-ERT

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.