AI-25515 **2.A.**

LINE ITEM TRANSFER

CC CONSENT

Date: 03/07/2011
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-415-21-170-001-0-532
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:48 AM	APRV
2	Norma Silva	Norma Silva	03/02/2011 11:39 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:40 AM	APRV
4	Dina Trevino		03/03/2011 10:11 AM	NEW

Form Started By: Maria Medina
Started On: 02/25/2011 02:44 PM

Final Approval Date: 03/03/2011

DATE: February 16, 2011

2011
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 1-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina **Ph#:** (956) 318-2511 Ext. 4602

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
532	Wireless Devices	607	Household & Janitorial Supplies	$220.00
			TOTAL	220.00

REASON: ***Transfer needed to purchase cups from Valley Bottle Water, as well as to purchase dish soap and sponges.***

DEPARTMENT HEAD SIGNATURE

2/25/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25580 **2.B.**

Intradepartmental Transfer for Fire Marshal's Office

CC CONSENT

Date: 03/07/2011
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For: Juan Martinez
Department: FIRE MARSHAL'S DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Fire Marshals Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 03-02-11

Attachments

Link: LIT.30711

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:22 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/02/2011 03:22 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:42 AM	APRV

Form Started By: Yolanda Orozco Started On: 03/02/2011 10:33 AM

Final Approval Date: 03/03/2011

DATE: March 7, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 1-1100-422-10-300-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-422-10-300-001-0-605	Clothing & Uniforms		1-1100-422-10-300-001-0-619	Other Misc Supplies	$416.71
		->			
		->			
		->			
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		->			
					$416.71

REASON: To pay for an Invoice and to purchase Cell Phones.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25585 **2.C.**

Intradepartmental Transfer

CC CONSENT

Date:	03/07/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Oscar Montoya
Department:	COUNTY JUDGE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-00-300-023-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 03-02-11

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 03:41 PM	APRV
2	Sandra DeLeon	Monica Badillo	03/02/2011 04:47 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	03/02/2011 04:58 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 08:46 AM	APRV
5	Dina Trevino		03/03/2011 10:11 AM	NEW

Form Started By: SANDRA DELEON Started On: 03/02/2011 11:14 AM

Final Approval Date: 03/03/2011

DATE: February 24, 2011

AI 25585

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1100-429-00-300-023-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
605	CLOTHING/UNIFORMS	619	~~OTHER EQUIPMENT~~ OTHER MISCELLANEOUS SUPPLIES AF	250.00
		TOTAL		250.00

REASON: TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF REPLACEMENT CELLULAR PHONES.

Yolanda Chapa
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25546 **2.D.**

2011 - Health & Human Services LIT Program 003 (1100)

CC CONSENT

Date: 03/07/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-441-00-340-003-0-604
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/01/2011 02:50 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/02/2011 10:26 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:47 AM	APRV

Form Started By: Mike Escaname
Started On: 03/01/2011 11:44 AM

Final Approval Date: 03/03/2011

Date: February 15, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's 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 NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-604	MEDICAL & LAB SUPPL	1-1100-441-00-340-003-0-664	OTHER MINOR EQUIP.	$ 604.16
1-1100-441-00-340-003-0-604	MEDICAL & LAB SUPPL	1-1100-441-00-340-003-0-748	EQUIPMENT	$ 8,619.84
			Amount	$ 9,224.00

Revenue Account
Amount Requested: $ 9,224.00

Reason: Funds needed in proper object code to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25511 **2.E.**

Intradepartmental - D.A. HB65 Investigation

CC CONSENT

Date:	03/07/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Roy Cazares
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - D.A. HB65 Investigation (1223)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 03/02/2011.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu	Rosie Cantu	03/02/2011 02:09 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:22 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	03/02/2011 03:20 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 08:48 AM	APRV

Form Started By: Sylvia Solis Started On: 02/24/2011 04:20 PM

Final Approval Date: 03/03/2011

DATE: February 24, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for D.A. HB65 Investigation

ACCOUNT NUMBER: 1-1223-412-00-080-007-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	114	REG P/T EMPLOYEES	23,296.00
			TOTAL	23,296.00

REASON:
Intradepartmental Transfer to fund salaries for current part-time Criminal Investigator I position.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25510 **2.F.**

Transfer to purchase new computers

CC CONSENT

Date:	03/07/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Angie Chapa, Law Library
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Law Library (1247)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1247-412-50-100-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/24/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:47 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/02/2011 10:23 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:49 AM	APRV

Form Started By: Anna Galvan Started On: 02/24/2011 03:58 PM

Final Approval Date: 03/03/2011

DATE: **February 24, 2011**

2011
Transfer

DEPARTMENT HEAD: **Raul Silguero**

DEPARTMENT NAME: **Department of Budget & Management for Law Library**

ACCOUNT NUMBER: **1-1247-412-50-100-001-0-XXX**

Contact Person: Ana Galvan **Ph#:** (956) 292-7025 Ext. 5409

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
743	Office Furniture & Equipment	745	Computer Equipment	2,000.00
			TOTAL	**2,000.00**

REASON: **Transfer is needed to purchase new computers.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25513 **2.G.**

Line Item Transfer

CC CONSENT

Date:	03/07/2011
Submitted By:	Luisa Pearson, 389TH DISTRICT COURT
Submitted For:	Luisa Pearson
Department:	389TH DISTRICT COURT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

2011 - 389th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-008-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 03/02/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:48 AM	APRV
2	Ana Galvan	Anna Galvan	03/02/2011 01:53 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:50 AM	APRV

Form Started By: Luisa Pearson Started On: 02/25/2011 01:29 PM

Final Approval Date: 03/03/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 25, 2011

DEPARTMENT HEAD: Judge Letty Lopez

DEPARTMENT NAME: 389th District Court

ACCOUNT NUMBER: 1-1100-412-00-008-001-0-XXX

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

SUBJECT: Intradepartmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following 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
601	Office and Computer Supplies	661	Minor Office Furniture & Equipment	$ 467.84
			TOTAL	**$ 467.84**

REASON: Monies will be needed to cover Purchase Order #648913. Merchandise was received but invoice was not never received in 2010.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25557 **2.H.**

line item transfer

CC CONSENT

Date:	03/07/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Judge Israel Ramon, 430th D.C.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 03/01/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 08:09 AM	APRV
2	Norma Silva	Norma Silva	03/02/2011 02:00 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:52 AM	APRV

Form Started By: Anna Galvan Started On: 03/01/2011 04:01 PM

Final Approval Date: 03/03/2011

INTRADEPARTMENTAL TRANSFER

DATE: March 1, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

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

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	Other	780	Capital Leases	$ 237.37
			TOTAL	$ 237.37

REASON: Transfer is needed in order to pay capital leases.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25584 **2.I.**

transfer

CC CONSENT

Date: 03/07/2011
Submitted By: Brenda Gonzalez, 449TH DISTRICT COURT
Department: 449TH DISTRICT COURT
Agenda Category: 2010 Intradept.(Line-Item) Transfers

Information

CAPTION

2011 - 449th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-011-001-0-XXX

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

BUDGETARY IMPACT:

630-->780 - $33.00, Funding available as of 3/2/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:22 PM	APRV
2	Norma Silva	Norma Silva	03/02/2011 02:56 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:52 AM	APRV

Form Started By: Brenda Gonzalez Started On: 03/02/2011 11:13 AM

Final Approval Date: 03/03/2011

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 2-Mar-11

DEPARTMENT HEAD: JUDGE JESSE CONTRERAS

DEPARTMENT NAME: 449TH DISTRICT COURT

ACCOUNT NUMBER: 1100-412-00-011-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
630	FOOD	780	CAPITAL LEASES	$33.00
			TOTAL	**33.00**

REASON: MONIES NEEDED TO COVER XEROX INVOICE FOR 12/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-25199 **2.J.**

Transfer

CC CONSENT

Date: 03/07/2011
Submitted By: IRENE CARDENAS, J.P. 1, 2
Department: J.P. 1, 2
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - J.P. 1/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-412-00-062-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
funds available as of 03/01/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:45 AM	APRV
2	Ana Galvan	Anna Galvan	03/01/2011 04:00 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 08:54 AM	APRV

Form Started By: IRENE CARDENAS
Started On: 02/07/2011 10:12 AM
Final Approval Date: 03/03/2011

INTRADEPARTMENTAL TRANSFER

DATE: March 1, 2011

DEPARTMENT HEAD: Jesus E. Morales

DEPARTMENT NAME: Justice of the Peace Precint 1 Place 2

ACCOUNT NUMBER: 1-1100-412-00-062-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
529	Surety & Notary Bonds	810	Dues & Memberships	$57.05
550	Printing & Binding	810	Dues & Memberships	$77.95
550	Printing & Binding	855	Late Fees & Penalties & Finance Fees	$150.00
607	Household & Janitorial Supplies	810	Dues & Memberships	$250.00
			TOTAL	**$535.00**

REASON: Transfer funds for membership dues for Justice of the Peace & Constables Assoc. of Texas, Inc. and South Texas JPCA, Inc. for Judge Jesus E. Morales, Adam Guerrero, Irene I. Cardenas, Sam Trevino, D'Ann Uresti and Sandra Adame.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25618 **2.K.**

Line Item Transfer

CC CONSENT

Date:	03/07/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Judge Rosa Trevino, JP, Pct. 2, PL 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - J.P. 2/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-064-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 03/03/2011

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/03/2011 08:20 AM	APRV
2	Auditor's Office	Linda Fong	03/03/2011 08:57 AM	APRV
3	Dina Trevino		03/03/2011 10:11 AM	NEW

Form Started By: Anna Galvan Started On: 03/03/2011 08:02 AM

Final Approval Date: 03/03/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

AI25618

DATE: 3/2/2011

DEPARTMENT HEAD: Judge Rosa E. Trevino

DEPARTMENT NAME: JP. Pct. 2 Pl. 2

ACCOUNT NUMBER: 1-1100-412-00-064-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
				1243.91
442	Equip. & Vehicle Rentals	780	Capital Leases	~~$1,400.00~~
581	TRAVEL IN COUNTY	780	CAPITAL LEASES	200.00
				#1443.91
			TOTAL	~~1,400.00~~

REASON: Need money in account for new copy machine

Rosa E. Trevino
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

AI-25596 **2.L.**

JP Pct.3 Pl.2- intradept transfer- Capital Lease

CC CONSENT

Date:	03/07/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	JP Pct.3 Pl.2
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - J.P. 3/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-066-001-0-XXX

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

BUDGETARY IMPACT:

$817.44 available funds in object code 601 as of 03/02/11.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 02:51 PM	APRV
2	Ana Galvan	Angela Garcia	03/02/2011 03:57 PM	APRV
3	JC Carreon	JC Carreon	03/02/2011 04:29 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 08:58 AM	APRV

Form Started By: Rosie Cantu Started On: 03/02/2011 02:22 PM

Final Approval Date: 03/03/2011

DATE: February 14, 2011

DEPARTMENT HEAD: Judge Ismael "Melo" Ochoa

DEPARTMENT NAME: Pct.3, Pl.2

ACCOUNT NUMBER: PC 1 0-1100-412-00-066-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	OFFICE & COMPUTER	780	CAPITAL LEASE	$ 226.02
			TOTAL	$ 226.02

PC

REASON: THIS BILL WAS A BILL FROM LAST YEAR THAT JUST GOT PAID AND IT IS NEGATIVE ON 780 ACCOUNT,

JUSTICE COURT HIDALGO COUNTY PCT. 3 PL. 2 TEXAS JUSTICE COURT

DEPARTMENT HEAD SIGNATURE

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

AI-25593 **2.M.**

Line_Item_Transfer

CC CONSENT

Date: 03/07/2011
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2

Information

CAPTION
2011 - J.P. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-068-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 3-2-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:22 PM	APRV
2	Ana Galvan	Angela Garcia	03/02/2011 03:57 PM	APRV
3	JC Carreon	JC Carreon	03/02/2011 04:22 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 08:59 AM	APRV

Form Started By: Robert Leal Started On: 03/02/2011 12:30 PM

Final Approval Date: 03/03/2011

DATE: March 4, 2011

DEPARTMENT HEAD: Mary Alice Palacios

DEPARTMENT NAME: Justice of the Peace Mary Alice Palacios

ACCOUNT NUMBER: 1-1100-412-00-068-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
412	Cable/Satellite TV	583	Travel Out of County	$121.00
			TOTAL	121.00

REASON: The line item transfer listed for three Hidalgo County Employees' to attend a Civil Procedure Workshop in Laredo

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25581 **2.N.**

WIC

CC CONSENT

Date: 03/07/2011
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - WIC (1292)

BACKGROUND
Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1292-441-00-350-002-1-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funding available as of 3/2/11.

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:23 PM	APRV
2	Ana Galvan	Anna Galvan	03/02/2011 01:40 PM	APRV
3	Norma Silva	Norma Silva	03/02/2011 03:41 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:03 AM	APRV

Form Started By: Margarita Gonzalez
Started On: 03/02/2011 10:48 AM
Final Approval Date: 03/03/2011

DATE: 03/02/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.002.1

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to yo for yoru 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
1.1292.441.00.350.002.1	220 FICA	→	1.1292.441.00.350.002.1	581 In County Travel	1,000.00
1.1292.441.00.350.002.1	230 Retirement	→	1.1292.441.00.350.002.1	581 In County Travel	1,000.00
Total:					2,000.00

REASON: To encumber cost for expenditures that are needed.

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

AI-25519 **2.O.**

WIC

CC CONSENT

Date:	03/07/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-XXX

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

BUDGETARY IMPACT:

funds available as of 03/02/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:49 AM	APRV
2	Ana Galvan	Anna Galvan	03/02/2011 02:30 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:04 AM	APRV

Form Started By: Margarita Gonzalez Started On: 02/25/2011 04:10 PM

Final Approval Date: 03/03/2011

DATE: 02/25/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.001.1 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
1.1292.441.00.350.001.1	431	Bldg. & other struc. R&M Srvs.	→ 1.1292.441.00.350.001.1.	452	Building Additions& Renovation Const. S	5,000.00
1.1292.441.00.350.001.1	432	Equip. & Vehicles R&M Srvs.	→ 1.1292.441.00.350.001.1.	452	Building Additions & Renovation Const.	5,000.00
					Total:	10,000.00

REASON: To cover for encumberance that is needed.

AI-25578 **2.P.**

Line Item Transfer

CC CONSENT

Date:	03/07/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-2-2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/02/2011 11:23 AM	APRV
2	Budget & Management	Angela Garcia	03/02/2011 01:22 PM	APRV
3	JC Carreon	JC Carreon	03/02/2011 02:49 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:06 AM	APRV

Form Started By: Myra Montoya Started On: 03/02/2011 10:17 AM

Final Approval Date: 03/03/2011

DATE: 3/2/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	442- RENTAL OF EQUIPMENT & VEHICLES	→	1-1100-421-00-280-001-0	780- CAPITAL LEASES	$25,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
			T O T A L		**$25,000.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR LEASE OF COPY MACHINES.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-25545 **2.Q.**

Line Item Transfer

CC CONSENT

Date: 03/07/2011
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 3-2-2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/01/2011 10:46 AM	APRV
2	Budget & Management	Angela Garcia	03/01/2011 02:50 PM	APRV
3	JC Carreon	JC Carreon	03/02/2011 02:46 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:06 AM	APRV

Form Started By: Virginia Rodriguez Started On: 03/01/2011 10:41 AM

Final Approval Date: 03/03/2011

DATE: MARCH 1, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1-1100-423-21-280-002-0-

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 Gov Code, Chapter 111, Subchapter C.:

FROM			TO	
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME
1-1100-423-21-280-002-0-	442-RENTAL OF EQUIPMENT & VEHICLES		1-1100-423-21-280-002-0-	780-LEASES

T O T A L

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR THE LEASE FOR COPY MACHINES

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

/ernment

AMOUNT
14,500.00
$14,500.00

ERK

AI-25394 **2.R.**

Budget Line-Item Transfer for New Administration supplies

CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $3,943.76 as of 02/25/2011
From 431 ----> 550 $1,000.00
From 431 ----> 604 $150.00
From 431 ----> 631 $100.00
From 431 ----> 671 $500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:46 AM	APRV
2	Norma Silva	Norma Silva	03/02/2011 10:57 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:08 AM	APRV

Form Started By: Yolanda Cisneros Started On: 02/16/2011 04:46 PM

Final Approval Date: 03/03/2011

DATE: February 25, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHER STRUC R&M SERVICE	550	PRINTING & BINDING	$1,000.00
431	BLDG & OTHER STRUC R&M SERVICE	604	MEDICAL & LAB SUPPLIES	$150.00
431	BLDG & OTHER STRUC R&M SERVICE	631	BOTTLE WATER	$100.00
431	BLDG & OTHER STRUC R&M SERVICE	671	BLDG & OTHER STRUC R&M SUPPLIES	$500.00
			TOTAL	$1,750.00

REASON:
Transfer needed for funding supplies.

DEPARTMENT HEAD SIGNATURE

2/25/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25598 **2.S.**

Budget Line-Item Transfer for the Old Administration Bld.

CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $3,943.76
From 431 ----> 425 $1,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 02:51 PM	APRV
2	Norma Silva	Norma Silva	03/02/2011 04:00 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:09 AM	APRV

Form Started By: Yolanda Cisneros Started On: 03/02/2011 02:23 PM

Final Approval Date: 03/03/2011

DATE: March 2, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	BLDG & OTHER STRUC R&M SERVICE	425	PEST CONTROL	$1,000.00
			TOTAL	$1,000.00

REASON:
Transfer needed for PEST CONTROL at OLD ADMINISTRATION BLDG.

DEPARTMENT HEAD SIGNATURE

3/2/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25512 **2.T.**

Budget Line-Item Transfer to R&B for Land lease

CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $20,247.25 as of 03/1/2011
From 339 ------> 441 $3,147.00

PO #651278

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:47 AM	APRV
2	JC Carreon	JC Carreon	03/01/2011 01:19 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:10 AM	APRV

Form Started By: Yolanda Cisneros Started On: 02/25/2011 01:13 PM

Final Approval Date: 03/03/2011

DATE: February 22, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road & Bridge Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
339	OTHER PROFESSIONAL SERVICE	441	LAND & BLDG RENTALS	$3,147.00
			TOTAL	$3,147.00

REASON:
Transfer needed to cover INCREASE of PO #651278.

DEPARTMENT HEAD SIGNATURE

2/9/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25516 **2.U.**

Budget Line-Item Transfer for County Wide Shop for pest control services

CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 CWS (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $400.00 as of 02/25/2011.
From 890 -----> 425 $50.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:49 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/02/2011 10:22 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:11 AM	APRV

Form Started By: Yolanda Cisneros Started On: 02/25/2011 02:58 PM

Final Approval Date: 03/03/2011

DATE: February 22, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
County Wide Shop Department

ACCOUNT NUMBER: 1-1200-431-00-122-004-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	425	PEST CONTROL	$50.00
			TOTAL	$50.00

REASON:
Transfer needed to have a blanket po for the pest control services.

DEPARTMENT HEAD SIGNATURE

2/22/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25590 **2.V.**

Budget Line-Item Transfer for R&B equipment & vehicle repairs

CC CONSENT

Date: 03/07/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $20,247.25 as of 03/02/2011
From 339 -----> 672 $10,000

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:23 PM	APRV
2	JC Carreon	JC Carreon	03/02/2011 02:50 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:11 AM	APRV

Form Started By: Yolanda Cisneros Started On: 03/02/2011 11:58 AM

Final Approval Date: 03/03/2011

DATE: March 2, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road & Bridge Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
339	OTHER PROFESSIONAL SERVICE	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$10,000.00
			TOTAL	$10,000.00

REASON:
Transfer needed to cover ANY EQUIPT & VEHICLE REPAIR PARTS.

DEPARTMENT HEAD SIGNATURE

2/9/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25518 **2.W.**

Budget Line-Item Transfer to Sanitation for sprinkler system installations
CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $4,000.00 as of 03/1/2011
From 334 ------> 739 $1,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:49 AM	APRV
2	JC Carreon	JC Carreon	03/01/2011 01:23 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:12 AM	APRV

Form Started By: Yolanda Cisneros Started On: 02/25/2011 04:02 PM

Final Approval Date: 03/03/2011

DATE: February 22, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 1-1100-432-00-122-001-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	ARCH & ENGINEERING SERVICES	739	OTHER STRUCTURES	$1,000.00
			TOTAL	$1,000.00

REASON:
Transfer needed for funding for a new SPRINLKER SYSTEM to be installed at EL GATO COLLECTION SITE.

DEPARTMENT HEAD SIGNATURE

2/22/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25588 **2.X.**

Pct #3 Transfer

CC CONSENT

Date: 03/07/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
funds available as of 03/02/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:23 PM	APRV
2	Ana Galvan	Anna Galvan	03/02/2011 02:11 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:13 AM	APRV

Form Started By: Norma Ceballos
Started On: 03/02/2011 11:42 AM

Final Approval Date: 03/03/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: March 7, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	**Other R&M Supplies**	**442**	**Rental of Equipment & Vehicles**	**$ 300.00**
			TOTAL	**$ 300.00**

REASON: To cover expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25527 **2.Y.**

Intradepartmental Transfer - Precinct #3 Sanitation (1100)

CC CONSENT

Date:	03/07/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890 - -> 719 = $1,500.00

Available funds as of 2/28/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 09:34 AM	APRV
2	Norma Silva	Norma Silva	03/02/2011 01:39 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:14 AM	APRV

Form Started By: Perla Lopez

Started On: 02/28/2011 09:19 AM

Final Approval Date: 03/03/2011

DATE: **March 7, 2011**

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

DEPARTMENT NAME: **Budget & Management for Pct. #3 Sanitation (1100)**

ACCOUNT NUMBER: **1-1100-432-00-123-001-0-XXX**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Pct. #3 Sanitation - Other	**719**	Pct. #3 Sanitation - Land	**1,500.00**
			TOTAL	**1,500.00**

REASON: **Transfer to cover negative balance.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25533 **2.Z.**

Intradepartmental Transfer - Precinct #3 Parks (1100)

CC CONSENT

Date:	03/07/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-452-00-123-008-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

739 - -> 452 = $15,754.86

Available funds as of 3/1/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	02/28/2011 01:42 PM	APRV
2	Budget & Management	Erika Zamora	02/28/2011 03:27 PM	APRV
3	JC Carreon	JC Carreon	03/01/2011 01:26 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:15 AM	APRV

Form Started By: Perla Lopez

Started On: 02/28/2011 01:33 PM

Final Approval Date: 03/03/2011

DATE: **March 8, 2011**

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

DEPARTMENT NAME: **Budget & Management for Pct. #3 Parks (1100)**

ACCOUNT NUMBER: **1-1100-452-00-123-008-0-XXX**

SUBJECT: **Intra Department Transfer**

AI - 25533

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
739	Pct. #3 Parks - Other Stuctures	**452**	Pct. #3 Parks - Bldg Add & Renov	**15,754.86**
			TOTAL	**15,754.86**

REASON: **Transfer to cover negative balance.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-25575 **2.AA.**

Pct. #4 Administration (1200)

CC CONSENT

Date:	03/07/2011
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:22 PM	APRV
2	Norma Silva	Norma Silva	03/02/2011 02:26 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:16 AM	APRV

Form Started By: Jr. Munoz — Started On: 03/02/2011 09:24 AM

Final Approval Date: 03/03/2011

DATE: 03/04/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 1-1200-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	583	Travel Out of County	1,000.00
890	Other	584	Registration Fees	2,000.00
890	Other	601	Office & Computer Suppl	700.00
				-
				-
				-
				-
				-
				-
			TOTAL	3,700.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-25548 **2.BB.**

line item transfer for TCLEDDS renewal

CC CONSENT

Date:	03/07/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Gilbert Alaniz, Constable Pct. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Constable Pct. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 03/01/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 08:07 AM	APRV
2	Ana Galvan	Anna Galvan	03/02/2011 01:35 PM	APRV
3	Norma Silva	Norma Silva	03/02/2011 01:47 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:17 AM	APRV

Form Started By: Anna Galvan Started On: 03/01/2011 01:34 PM

Final Approval Date: 03/03/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 1, 2011

DEPARTMENT HEAD: Gilbert "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 1-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
336	COMPUTER SERVICES	812	SOFTWARE LICENSE RENEWAL	$ 295.00
			TOTAL	**$ 295.00**

REASON: TO COVER FOR YEARLY EXPENSE ON MARCH 2011 - MARCH 2012 TCLEDDS RENEWAL

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-25539 **3.A.**

2011 Pct. 1 R & B interdept transfer for Colonia Saez, La Mesa S/D and Diaz S/D (1200)

CC CONSENT

Date:	03/07/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 R & B (1200):
Approval of 2011 interdepartmental transfer from P/U Rd, program #005, to Colonia Saenz, program #181, La Mesa Subdivision, program #387, and Diaz Subdivision, program #228, in the total amount of $50,090.09 to fund R & B portion of BCAP projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

program #005 --> program #'s 181, 387, and 228 in the total amount of $50,090.09 to fund R & B portion of BCAP projects (cost overruns).

Funds available as of 3-1-11.

Attachments

Link: Pct. 1 R & B interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	03/01/2011 08:14 AM	APRV
2	Budget & Management	Erika Zamora	03/01/2011 09:14 AM	APRV
3	Sylvia Solis	Sylvia Solis	03/01/2011 11:37 AM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:20 AM	APRV

Form Started By: Ivan Cantu Started On: 03/01/2011 07:55 AM

Final Approval Date: 03/03/2011

DATE: March 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 R & B

ACCOUNT NUMBER: 1-1200-431-00-121-XXX-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:			
1-1200-431-00-121-005-0- 673	Pct. 1 P/U Rd.-	R & B R & M Supplies	(50,090.09)
TO:			
1-1200-431-00-121-181-0- 731	Pct. 1-Colonia Saenz-	Roads	821.40
1-1200-431-00-121-387-0- 731	Pct. 1-La Mesa Subdivision-	Roads	27,000.00
1-1200-431-00-121-228-0- 731	Pct. 1-Diaz Subdivision-	Roads	22,268.69
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund R & B portion of BCAP projects (cost overruns).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-25591 **3.B.**

Inter-Departmental Transfer for Morningside Off-Site Drainage Project
CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2011 interdepartmental transfer from Precinct No. 2 Paved/Unpaved Road to Precinct No. 2 MorningSide South Subdivision in the amount of $105,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:
Funding available as of 03/02/2011.

Program 006-334 ----> Program 900-733 $20,000
Program 006-711 ----> Program 900-733 $20,000
Program 006-731 ----> Program 900-733 $30,000
Program 006-733 ----> Program 900-733 $35,000

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:20 PM	APRV
2	Roland Garcia	Rolando Garcia	03/02/2011 03:38 PM	APRV
3	Perla Lopez	Perla Lopez	03/02/2011 03:50 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:21 AM	APRV

Form Started By: Yolanda Cisneros Started On: 03/02/2011 12:02 PM

Final Approval Date: 03/03/2011

DATE: March 2, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road & Bridge Department

ACCOUNT NUMBER: 1-1200-431-00-122-X0X-0-XXX

AI - 25591

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-006-0-334	PCT2 P/U RD - ARCH & ENGINEERING SERVICES	($20,000.00)
1-1200-431-00-122-006-0-711	PCT2 P/U RD - ROW	($20,000.00)
1-1200-431-00-122-006-0-731	PCT2 P/U RD - ROAD	($30,000.00)
1-1200-431-00-122-006-0-733	PCT2 P/U RD - DRAINAGE DITCHES	($35,000.00)
TO		
1-1200-431-00-122-900-0-733	PCT. 2 MORNINGSIDE SOUTH SUBD - DRAINAGE	$105,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 R&B into MORNING SIDE OFF-SITE DRAINAGE PROJECT fo fund Road Materials needed for PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25592 **3.C.**

Inter-Departmental Transfer for Morning Side Off-Site Drainage Project
CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2011 interdepartmental transfer from Precinct No. 2 Drainage Improvement Project to MorningSide South Subdivision the amount of $10,000 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-034-0-890

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

BUDGETARY IMPACT:
Funding available as of 03/02/2011.

Program 034-890 ---> Program 900-733 $10,000

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:19 PM	APRV
2	Roland Garcia	Rolando Garcia	03/02/2011 03:39 PM	APRV
3	Perla Lopez	Perla Lopez	03/02/2011 03:56 PM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:23 AM	APRV

Form Started By: Yolanda Cisneros Started On: 03/02/2011 12:08 PM

Final Approval Date: 03/03/2011

DATE: March 2, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road & Bridge Department

ACCOUNT NUMBER: 1-1200-431-00-122-034-0-890

AI - 25592

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-034-0-890	PCT2 DRAIN IMPRV PRJ - OTHER	($10,000.00)
TO		
1-1200-431-00-122-900-0-733	PCT. 2 MORNINGSIDE SOUTH SUBD - DRAINAGE	$10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 DRAIN IMPROVEMENT into MORNINGSIDE OFF-SITE DRAINAGE PROJECT to fund Road Materials needed for PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25520 **3.D.**

Inter-Departmental Transfer to R&B Tower Rd (Moore - Balli) Project

CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200)
Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from R&B (program 034) to Pct. #2 Tower Road (Moore-Balli) (program 027) in the amount of $60,000.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $70,000 as of 02/25/2011
1-1200-431-00-122-034-0-890 -----> 1-1200-431-00-122-027-0-731 $60,000.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:50 AM	APRV
2	Roland Garcia	Rolando Garcia	03/02/2011 09:03 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:24 AM	APRV

Form Started By: Yolanda Cisneros — Started On: 02/25/2011 04:10 PM

Final Approval Date: 03/03/2011

DATE: February 22, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road & Bridge Departments

ACCOUNT NUMBER: 1-1200-431-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-034-0-890	PCT2 DRAIN IMPRV PRJ - OTHER	($60,000.00)
TO		
1-1200-431-00-122-027-0-731	PCT.#2 TOWER RD (MOORE-BALLI) - ROADS	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 R&B into TOWER RD (MOORE-BALLI) for materials needed to cover of ROAD MATERIALS for PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-25521 **3.E.**

Inter-Departmental Transfer to both Community Resources Centers
CC CONSENT

Date:	03/07/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

1. Pct. #2 Parks -> ST CRC (1100):
Approval of 2011 interdepartmental transfer within Precinct #2 Parks fund (1100) from Park (program 008) to South Tower CRC (program 082) in the amount of $2,500 to fund expenditures.

2. Pct. #2 Parks -> SJ CRC (1100):
Approval of 2011 interdepartmental transfer within Precinct #2 Parks fund (1100) from Park (program 008) to San Juan CRC (program 018) in the amount of $2,500 to fund expenditures

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $70,000.00 as of 02/25/2011
1) 1-1100-452-00-122-008-0-890 ----> 1-1100-466-00-122-082-0-607 $1,000
1-1100-452-00-122-008-0-890 ----> 1-1100-466-00-122-082-0-890 $1,500

2) 1-1100-452-00-122-008-0-890 ---->1-1100-466-00-122-018-0-890 $2,500

Attachments

Link: Inter-Dept. Transfer ST CRC

Link: Inter-Dept. Transfer ST CRC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 08:50 AM	APRV
2	Roland Garcia	Rolando Garcia	03/02/2011 09:31 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:28 AM	APRV
Form Started By: Yolanda Cisneros			Started On: 02/25/2011 04:17 PM	

DATE: February 25, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 1-1100-4XX-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1100-452-00-122-008-0-890	PCT 2 PARKS - OTHER	($2,500.00)
TO		
1-1100-466-00-122-082-0-607	PCT 2 CRC (SOUTH TOWER) - Household & Janitorial Supply	$1,000.00
1-1100-466-00-122-082-0-890	PCT 2 CRC (SOUTH TOWER) - OTHER	$1,500.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON:
Transfer from PCT 2 PARKS into SOUTH TOWER CRC for SUPPLIE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

DATE: February 25, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 1-1100-4XX-00-122-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1100-452-00-122-008-0-890	PCT 2 PARKS - OTHER	($2,500.00)
TO		
1-1100-466-00-122-018-0-890	PCT 2 CRC (SAN JUAN) - OTHER	$2,500.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 PARKS into SAN JUAN CRC for SUPPLIES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-25560 **4.A.**

Pct. #4 Inderdepartmental Transfer - Pct 4 R&B (1200)

CC CONSENT

Date: 03/07/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Interfund Transfers

Information

CAPTION

Pct. #4 (TXDOT):
Approval of 2011 interfund transfer within Pct. #4 (1200) from R&B (program 007) to TXDOT Pct. #4 "I" Rd (program 023) in the amount of $335.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1315-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available as of 3-1-11
1-1200-431-00-124-007-0-731-->1-1315-431-00-124-023-0-711 $335.25

Attachments

Link: interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 08:11 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/02/2011 10:31 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:58 AM	APRV
4	Dina Trevino	Angela Garcia	03/03/2011 10:11 AM	APRV

Form Started By: Jr. Munoz
Started On: 03/01/2011 04:39 PM

Final Approval Date: 03/03/2011

DATE: March 4, 2011

2011
Transfer
AI#25560

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road & Bridge

ACCOUNT NUMBER: 1-1315-431-00-124-023-0-711

SUBJECT: **Inter-fund transfer(s) (transfer in/out)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, Subchapter C.

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
1-1200-431-00-124-007-0-731	**Pct 4 R&B - Roads**	**($335.25)**
1-1200-491-01-124-315-0-891	**Transfer Out - TxDot Projects**	**$335.25**
To:		
1-1315-391-01-124-200-0-000	**Transfer In-R&B Pct#4**	**$335.25**
1-1315-431-00-124-023-0-711	**TXDOT-PCT 4-"I" Rd (Owassa-US281) Row**	**$335.25**
	TOTAL BUDGET INCREASE (DECREASE)	**335.25**

REASON:
Transfer to cover expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25583 **5.A.**

Planning Department

CC CONSENT

Date:	03/07/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of Cash Deposit:
1. San Jacinto Estates No. 5 Subdivision – Pct. 1 (Jacinto Garza)

BACKGROUND

Fiscal Impact

Attachments

Link: San Jacinto Estates 5; Final reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/02/2011 01:20 PM	APRV
2	Olga Garza	Olga Garza	03/02/2011 02:06 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:49 AM	APRV

Form Started By: Nora Cavazos — Started On: 03/02/2011 11:05 AM

Final Approval Date: 03/03/2011

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: MARCH 2, 2011

RE: SAN JACINTO ESTATES PHASE 5 SUBDIVISION – PCT. 1

ON JUNE 22, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF THIRTY THOUSAND EIGHT HUNDRED DOLLARES WAS USED TO SECURE THE FUNDS FOR THE REMAINING TWENTY EIGHT (28) SEPTIC TANK SYSTEMS. A CASH DEPOSIT IN THE AMOUNT OF $3,355.00 WAS ALSO USED TO SECURE SIXTY ONE (61) OSSF PERMIT FEES.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF A CASH DEPOSIT IN THE AMOUNT OF $14,300.00 FROM THE OSSF ESCROW AND A REIMBURSEMENT OF $715.00 FROM THE PERMIT ESCROW. THESE AMOUNTS REFLECTS THE COMPLETION OF THE INSTALLATION OF THE REMAINING SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTY ONE (61) SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE REIMBURSEMENTS FOR THE AFOREMENTIONED IMPROVEMENTS.

L.O.C. FROM SECURITY FIRST CREDIT UNION NO. 4674 ORG. AMOUNT $ 67,100.00 REPLACED WITH A CASH DEPOSIT OF $30,800.00 FOR THE REMAINING 28 SEPTIC TANK SYSTEMS.

ESCROW	$ 30,800.00
PREVIOUS REIMBURSEMENTS	$ 16,500.00
FINAL REIMBURSEMENT	$ 14,300.00
BALANCE	$ 0

CASH DEPOSIT

ORIGINAL AMOUNT	$ 3,355.00
PREVIOUS REIMBURSEMENTS	$ 2,640.00
FINAL REIMBURSEMENT	$ 715.00
BALANCE	$ 0

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

3269

SAN JACINTO ENTERPRISES, LLC
(956) 565-9813
2100 W. EXPRESSWAY 83
MERCEDES, TX 78570

FIRST NATIONAL BANK MEMBER FDIC
CHECK VERIFICATION (956)383-5135
CUSTOMER SERVICE (956)383-8500

88-2141-1149

6/10/2009

PAY TO THE ORDER OF Hidalgo County $ **3,355.00

Three Thousand Three Hundred Fifty-Five and 00/100********** DOLLARS

Hidalgo County

Security features. Details on back.

AUTHORIZED SIGNATURE

MEMO San Jacinto Estates No. 5

⑈003269⑈ ⑆114921415⑆ ⑈0140010157⑈

HIDALGO COUNTY PLANNING DEPARTMENT

Date JUNE 16 20 09

Received of: SAN JACINTO ENTERPRISES, LLC $ 3,355.00

THREE THOUSANDS THREE HUNDRED AND FIFTY FIVE Dollars 00/100

Subdivision: SAN JACINTO ESTATES No. 5

Cash _____ Check # 3269 M.O. # _____

Received by: _____

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No. _____	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	055F PERMITS
TOTAL	3,356.00

○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	3,355.00
Other	
TOTAL	3,355.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 60829 -2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date May 21 20 10

Received of: San Jacinto Enterprises $ 30,800.00

Thirty thousand eight hundred + 00/100 Dollars

Subdivision: San Jacinto Estates No. 5

Cash _____ Check # 5030 M.O. # _____

Received by: Ana L. Villarreal

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No. _____	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank - 28 Units	30,800.00
Other	
TOTAL	30,800.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 62474-2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

956-585-9813
956-585-A09

SAN JACINTO ENTERPRISES LLC
SAN JACINTO ESTATES NO. 5
2100 W. EXPRESSWAY 83
MERCEDES, TEXAS 78570

FIRST NATIONAL BANK MEMBER FDIC
CHECK VERIFICATION 1-866-380-5155
CUSTOMER SERVICE 1-877-380-8573

88-2141-1149

5030

5/21/2010

PAY TO THE ORDER OF Hidalgo County Planning Department $ **30,800.00

Thirty Thousand Eight Hundred and 00/100********** DOLLARS

Hidalgo County Planning Department
1304 South 25th Street
Edinburg, TX 78539

MEMO Escrow check San Jacinto No.5 septic

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈005030⑈ ⑆114921415⑆ ⑈0130006653⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

February 25, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SAN JACINTO ESTATES NO 5 SUBDIVISION (61 LOTS)

According to our records **(61)** of the septic tank systems for San Jacinto Estates No. 5 Subdivision a 61 lots subdivision, located on FM 88 & 13½ ML have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos J.

Chardo Ramos,
Asst. Chief Inspector

aa

AI-25604 **5.B.**

Certificate of Plat and Utility Status

CC CONSENT

Date:	03/07/2011
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Planning Department

Information

CAPTION

Approval of Certificate of Plat and Utility Status under Texas Local Goverment Code Section 232.028 (b)

BACKGROUND

Fiscal Impact

Attachments

Link: list of certificates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 03:44 PM	APRV
2	Olga Garza	Olga Garza	03/02/2011 04:22 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:50 AM	APRV

Form Started By: SANDRA DELEON Started On: 03/02/2011 03:20 PM

Final Approval Date: 03/03/2011

Certificate of Plat & Utility Status

Applicant	Application No
Misael Cazares	4-9634
Edward Sanchez	4-10314
Domingo Hinojo	2-1271
Rogelio Lucio	4-10330
Josefina Juarez	4-10337
Homero Ramirez	4-9970
Eva Martinez	4-10191
Eva Montelongo	4-10294
Jaime Estrada & Cristina Quintanilla	4-10320
Jose Carillo	4-6042
Jose Mata III	1-7180
Jose Angel Zavala	1-7733
Yolanda Ruedas	1-7686
Jaime Vasquez	1-7713
Brenda E. Perez	1-7623
Daniel Trevino	1-7702
Patricia Martinez	1-7742
Raul Hernandez	1-7744
Juan Rodriguez	1-6816
Patricia Luna	1-7715
David Cardenas	1-7289
Juan M. Garcia	1-7718
Reynaldo Lerma	53207
Commissioner's Court: March 7, 2011	

AI-25549 **6.A.**

Pipeline Permit

CC CONSENT

Date:	03/07/2011
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. Tennessee Gas Pipeline Company:
a. Open Cut Portugal Road to replace and upgrade old pipeline due to population growth in this vicinity.

2. North Alamo Water Supply Corporation:
a. Approximately 500' east of 1423 on the south side of Curve Rd- X Rd- Javier Espinoza; 3/4" service connection

BACKGROUND

Fiscal Impact

Attachments

Link: Tenn/ NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 08:08 AM	APRV
2	Olga Garza	Olga Garza	03/02/2011 08:37 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:50 AM	APRV

Form Started By: Sandra Garcia — Started On: 03/01/2011 02:00 PM

Final Approval Date: 03/03/2011

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 7th day of March, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Tennessee Gas Pipeline Company hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 24 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 25 pair copper cable 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. Open cut Portugal Road to replace and upgrade old pipeline due to population growth in this vicinity.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of thirty-six (36) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

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

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

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

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

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 7th day of March, 2011 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. Approximately 500' east of 1423 on the south side of Curve Rd- X Rd- Javier Espinoza- ¾" service connection

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

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

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

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

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

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-25508 **7.A.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 03/07/2011
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Payer	Amt
00077.90.250.0005.25	Precision Drilling Co	$13197.52
00077.90.250.0005.35	Precision Drilling Co	$8034.86
A4120.00.000.0016.00	Wells Fargo	$3251.31
B1650.00.002.0007.00	Wells Fargo	$2626.20
B3770.00.000.0026.00	Corelogic	$2672.13
B3770.00.000.0026.00	Corelogic	$2608.49
C8152.00.000.0047.00	Wells Fargo	$5377.03
I5000.00.002.0046.00	F&G Medical Supply LLC	$2853.69
S2544.01.000.0008.00	Wells Fargo	$6861.65
S6885.00.000.028B.00	First American Comm	$3004.61
T2100.00.247.0001.00	Yeary Farm & Cattle Co	$3602.45
T2100.00.278.0007.02	Sierra Title Of Hidalgo Co	$3364.32
T3635.00.000.0097.00	Wells Fargo	$6810.09
W3800.99.040.0000.54	Gowan	$3089.53
W6682.01.00A.0013.00	Wells Fargo	$2787.17
Y1150.81.665.8400.00	The Pickens Co Inc	$7824.42

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: Accts page
Link: precision
Link: precision drilling
Link: wells a4120
Link: wells b1650
Link: corelogic b3770
Link: corelogic $2608.49
Link: wells c8152

Link: f&g
Link: wells s2544
Link: first am
Link: yearly
Link: sierra
Link: wells t3635
Link: gowan
Link: wells w6682
Link: the pickens

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/24/2011 02:32 PM	APRV
2	Roland Garcia	Rolando Garcia	03/02/2011 08:09 AM	APRV
3	Perla Lopez	Perla Lopez	03/02/2011 09:21 AM	APRV
4	Auditor's Office	Linda Fong	03/03/2011 09:02 AM	APRV
5	Dina Trevino		03/03/2011 10:11 AM	NEW

Form Started By: Hilda Fuentes Started On: 02/24/2011 01:40 PM

Final Approval Date: 03/03/2011

Office of Tax Assessor - Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

February 23, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.00077.90.250.0005.25	PRECISION DRILLING CO	$ 13,197.52
2.00077.90.250.0005.35	PRECISION DRILLING CO	$ 8,034.86
3.A4120.00.000.0016.00	WELLS FARGO	$ 3,251.31
4.B1650.00.002.0007.00	WELLS FARGO	$ 2,626.20
5.B3770.00.000.0026.00	CORELOGIC	$ 2,672.13
6.B3770.00.000.0026.00	CORELOGIC	$ 2,608.49
7.C8152.00.000.0047.00	WELLS FARGO	$ 5,377.03
8.I5000.00.002.0046.00	F&G MEDICAL SUPPLY LLC	$ 2,853.69
9.S2544.01.000.0008.00	WELLS FARGO	$ 6,861.65
10.S6885.00.000.028B.00	FIRST AMERICAN COMM	$ 3,004.61
11.T2100.00.247.0001.00	YEARY FARM & CATTLE CO	$ 3,602.45
12.T2100.00.278.0007.02	SIERRA TITLE OF HIDALGO CO	$ 3,364.32
13.T3635.00.000.0097.00	WELLS FARGO	$ 6,810.09
14.W3800.99.040.0000.54	GOWAN	$ 3,089.53
15.W6682.01.00A.0013.00	WELLS FARGO	$ 2,787.17
16.Y1150.81.665.8400.00	THE PICKENS CO INC	$ 7,824.42

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
PRECISION DRILLING CO. 4

Present mailing address *(number and street)*
10370 RICHMOND AVE, STE 600 4

City, town or post office, state, ZIP code
HOUSTON, TX 77042 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): RIG 37

Step 2: Describe the property

Address or location of property:

715648 4

Account number of property:
00077.90.250.0005.25 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	12/29 / 2010	$ 145182.57 4	$ 13,197.52 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13,197.52 4

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP #9 - SUBMITTED/ENTERED

WRONG, LATE RENDITION PENALTY WAIVED, RENDERED TIMELY: 4/15/2010

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/17/11

sign here ➡ Authorized officer

Date 2/18/11

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

Date 2/8/11

2/9

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
PRECISION DRILLING CO. ¢

Present mailing address *(number and street)*
10370 RICHMOND AVE, STE 600 ¢

City, town or post office, state, ZIP code
HOUSTON, TX 77042 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): RIG NO 16

Step 2: Describe the property

Address or location of property:

20821958 ¢

Account number of property:

00077.90.250.0005.35 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 ¢	12/29 / 2010	$ 88,383.56 ¢	$ 8034.86 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 8034.86 ^

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP #9 - SUBMITTED/ENTERED

WRONG, LATE RENDITION PENALTY WAIVED, RENDERED TIMELY: 4/15/2010

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/17/11

sign here ➡ Authorized officer

Date 2/18/11

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

sign here ➡

Date 2/8/11

2/9

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

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

Print Date: 12/21/2010

7/0153777388

Account Number
A4120-00-000-0016-00
HCAD No. 564315
Legal Description of the Property
ALVE LOT 16
8117 ALEX LN
OWNER: BARRON FRANCISCO P & BASILISA

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: am 2-8-11

2010 OVERAGE AMOUNT $3,251.31

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 5: EMERGENCY SERV DISTRICT #3, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 56: DONNA ISD

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Wells Fargo Home Mortgage MAC X2302-04D 1 Home Campus Des Moines, IA 50328
	Mailing Addre	
	City, State, Zip	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
	X	Duplicate payment
		Paid in error (explain)
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	3251.31
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	3251.31
Step 5: How should the refund be processed?		Mail to Property Owner
	X	Mail to Payer at address in Step 1
		Transfer this amount to account — For tax year
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Serrano	Date of application 1-5-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/23/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

1/25

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

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

Print Date: 12/21/2010

0269840567
7/~~01355644268~~

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~Dec~~ 2/8/11

Account Number
B1650-00-002-0007-00
HCAD No. 122283

Legal Description of the Property
BARCLAY BLK 2 LOT 7 & 8

1022 W STONE ST

OWNER: CADWALLADER MICHELE L

2010 OVERAGE AMOUNT $2,626.20

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	ip to Property Owner
	Mailing Address	elephone Number
	City, State, Zip C	

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	Overpaid the account	
	X Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2626.20
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2626.20
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Serrano	Date of application 1-5-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/4/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

1/25

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
RAMIREZ, UVALDO JR & ELIZABETH ¢ PAYOR: CORELOGIC ¢

Present mailing address *(number and street)*
1703 E 24TH ST. ¢

City, town or post office, state, ZIP code
MISSION, TX 78574 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BOUGANVILLEA PLAZA LOT 26

Step 2: Describe the property

Address or location of property:

127103 ¢

Account number of property:
B3770.00.000.0026.00 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	ALL ENTITIES	2009	12/23 / 2009	$ 2847.79 ¢	$ 2672.13 ¢
2.			/	$	$
3.			/	$	$
4.			/	$	$
5.	TOTAL		/	$	$ 2672.13 ¢

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP #21- GRANT DVHS FILED LATE.

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PR 2/17/11 2/17/11

sign here ➡ Authorized official

Date 2/18/11

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

Date 2/8/11

2/9

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
RAMIREZ, UVALDO JR & ELIZABETH ¢ PAYOR: CORELOGIC ¢

Present mailing address *(number and street)*
1703 E 24TH ST. ¢

City, town or post office, state, ZIP code
MISSION, TX 78574 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BOUGANVILLEA PLAZA LOT 26

Step 2: Describe the property

Address or location of property:

127103 ¢

Account number of property:
B3770.00.000.0026.00 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 ¢	12/22 / 2010	$ 2608.49 ¢	$ 2608.49 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2608.49 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP #9- GRANT DVHS FILED LATE

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (RR) 2/17/11 ¢ 2/18/11

sign here ➡ Authorized officer

Date 2/18/11

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

sign here ➡

Date 2/8/11

2/9

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

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

Print Date: 12/21/2010

7/037416641 11

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 2/1/11
L.C2/8/11

Account Number
C8152-00-000-0047-00
HCAD No. 587648

Legal Description of the Property
COPPERFIELD LOT 47 & 48

2695 EASY ST

OWNER: SALE ROBERT PAUL

2010 OVERAGE AMOUNT $5,377.03

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Nam Mail City,	**Wells Fargo Home Mortgage** **MAC X2302-04D** **1 Home Campus** **Des Moines, IA 50328** Relationship to Property Owner: Mtg. Company Daytime Telephone Number: 800-499-4829
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	[ ] Overpaid the account [X] Duplicate payment [ ] Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer: 5377.03 Total tax, penalty, and interest amount owed for the year: Amount of refund claimed: 5377.03	
Step 5: How should the refund be processed?	[ ] Mail to Property Owner [X] Mail to Payer at address in Step 1 [ ] Transfer this amount to account ____ For tax year ____ [ ] Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct **SIGN HERE** Karen Formaro Date of application: 1-5-2011 **If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10**	
AUDITORS USE ONLY:	[X] Approved [ ] Denied By: ____ Date: 2/9/11	
TAX OFFICE USE ONLY:	[X] Approved [ ] Denied By: ____ Date: 1-24-11	

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

1/25

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

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

Print Date: 01/04/2011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 2/1/11

F&G MEDICAL SUPPLY, LLC
4201 N 22ND ST.
MCALLEN, TX 78504

Account Number
I5000-00-002-0046-00
HCAD No. 197753

Legal Description of the Property
INTERNATIONAL CENTER LOT 46 - BLOCK 2
4201 N 22ND ST
OWNER: GUERRA FRANCISCO JR & MARITONIA

2010 OVERAGE AMOUNT $2,853.69

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	Overpaid the account	
	✓ Duplicate payment – My mortgage company sent in payment & so did I.	
	Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	✓ Mail to Property Owner	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year 2010
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Francisco Guerra	Date of application 01-13-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: [illegible]	Date: 2/9/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: [illegible]	Date: 1-24-11

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

1/25

7/0373972173

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

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

Print Date: 12/21/2010

Account Number
S2544-01-000-0008-00 4
HCAD No. 689543 4

Legal Description of the Property
Sevilla Ph 1, Sharyland Pltn Vlg Lot 8

3203 SANTA MONICA

OWNER: BELLO SERIGO L
Garza Luis R

Payer
WELLS FARGO 4
MAC X2502-011
1 HOME CAMPUS
DES MOINES , IA 50328--000

2010 OVERAGE AMOUNT $6,861.65 4

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

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	o Property Owner
	Mailing Address	hone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
	X	Duplicate payment
		Paid in error (explain)
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	6861.65
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	6861.65
Step 5: How should the refund be processed?		Mail to Property Owner
	X	Mail to Payer at address in Step 1
		Transfer this amount to account For tax year
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Fernandez	Date of application 1-13-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature]	Date: 2/18/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By: [signature]	Date: 1-24-4

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PP 2/18/11 2:24/11/11

1/25

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
CEDARWOOD DOMIT APARTMENTS LTD 4 PAYOR: FIRST AMERICAN COMM. 4

Present mailing address *(number and street)*
P O BOX 5112 4

City, town or post office, state, ZIP code
MCALLEN, TX 78502 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SUMMIT PARK NORTH LOT 28B

Step 2: Describe the property

Address or location of property:

572126 4

Account number of property:
S6885.00.000.028B.00 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	12/30	/ 2010	$ 22183.22 4	$ 3004.61 4
2.			/	$	$
3.			/	$	$
4.			/	$	$
5. TOTAL			/	$	$ 3004.61 A

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP #9- SUBMITTED/ ENTERED

WRONG.

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/17/11

sign here ➡ Authorized officer

Date 2/18/11

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

sign here ➡

Date 2/8/11

219

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
YEARY, RAY & BESSIE L ¢ PAYOR: YEARY FARM & CATTLE CO. ¢

Present mailing address *(number and street)*
3201 N. ALAMO RD ¢

City, town or post office, state, ZIP code
EDINBURG, TX 78541 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TEX-MEX SURVEY 1AC HS- S640'-E400' LOT 1 &

Step 2: Describe the property

N494'-E400' LOT 8 SEC 247 1.0 AC NET

Address or location of property:

295986 ¢

Account number of property:
T2100.00.247.0001.00 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 ¢	1/29 / 2010	$ 3602.45 ¢	$ 3602.45 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3602.45 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#21 - GRANT DVHS FILED LATE

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PM 2/17/11 2.C2/18/11

sign here ➡ Authorized officer

Date 2/18/11

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

sign here ➡

Date 2/8/11

2/9

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name OWNERSHIP CORRECTION 2/14/2011
OBISPADO DEVELOPMENT LLC — PAYOR: SIERRA TITLE OF HIDALGO CO. ¢

Present mailing address *(number and street)*
2117 CORNERSTONE BLVD — STARR QUICK CAR SPA LTD 2614 E GRIFFIN PKWY

City, town or post office, state, ZIP code
EDINBURG, TX 78539 — MISSION, TX 78572

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TEX-MEX SURVEY N355.80'-W662.53' LOT 7 BLK 278

Step 2: Describe the property

5.41 AC

Address or location of property:

669534 ¢

Account number of property:
T2100.00.278.0007.02 ¢

Tax receipt number:
OR

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 ¢	11/16 / 2010	$ 3410.25 ¢	$ 3364.32 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3364.32

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP #9- GRANT AG

TR

Step 4: sign the form

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

sign here ➡ Signature — Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PP 2/17/2011 2/17/11

sign here ➡ Authorized official — Date 2/18/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 2/8/11

2/9

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

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

Print Date: 12/21/2010

7/0061281143

WELLS FARGO ✱
MAC X2502-011
1 HOME CAMPUS ✱
DES MOINES , IA 50328--000

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: Dec 29 11

Account Number T3635-00-000-0097-00 HCAD No. 664236 ✱
Legal Description of the Property THE OAKS AT CIMARRON LOT 97 1804 AUDREY DR OWNER: KIM JONG YOUNG

2010 OVERAGE AMOUNT $6,810.09

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

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	to Property Owner
	Mailing Address	:phone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 ✱ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	6810.09
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	6810.09 ✱
Step 5: How should the refund be processed?	X Mail to Property Owner	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Jarmaro ✱	Date of application 1-12-2011 ✱
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 2/18/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: [signature] ✱	Date: 1-24-11 ✱

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

V 25

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GOWAN ¢

Present mailing address *(number and street)*
P O BOX 5569 ¢

City, town or post office, state, ZIP code
YUMA, AZ 85366 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): INVENTORY AT 818 E. EXPWY 83

Step 2: Describe the property

Address or location of property:

591492 ¢

Account number of property:
W3800.99.040.0000.54 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 ¢	11/17	/ 2009	$ 10112.92 ¢	$ 3089.53 ¢
2.			/	$	$
3.			/	$	$
4.			/	$	$
5. TOTAL			/	$	$ 3089.53 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP 21- SUBMITTED/ENTERED

WRONG

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (2) 2/17/11
(1) 2/17/11

sign here ➡ Authorized officer

Date 2/18/11

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

Date 2/8/11

2/9

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

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

Print Date: 12/21/2010

0312428501
7/01717065 42

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 2/1/11
L.e 2/8/11

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

Account Number
W6682-01-00A-0013-00
HCAD No. 574466

Legal Description of the Property
WINDSOR PLACE AT THE LAKES PH 1 LOT 13 BLK A

2103 CHANDLER CIR

OWNER: ORTIZ ARTURO & MARY

2010 OVERAGE AMOUNT $2,787.17

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

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Property Owner
	Mailing Address	hone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2787.17
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	2787.17
Step 5: How should the refund be processed?	X Mail to Property Owner	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Formaro	Date of application 1-14-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [illegible]	Date: 2/9/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [illegible]	Date: 1-24-11

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

1/25

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
PICKENS R H 4 PAYER: THE PICKENS CO., INC. 4

Present mailing address *(number and street)*
8111 PRESTON RD STE 800 4

City, town or post office, state, ZIP code
DALLAS, TX 75225 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): Y1150, WHEELOCK G U #7, XTO ENERGY INC.

Step 2: Describe the property

RI, 052734

Address or location of property:

20403866 4

Account number of property:
Y1150.81.665.8400.00 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	12/13 / 2010	$ 8033.79 4	$ 7824.42 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 7824.42 1

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#9 - UPDATED DIVISION ORDER 12/02/10 RELOCATED WELL #10 TO LEASE Y1200. APPLY BACK TO NEW ACCT

Y1200.81.665.6400.00.

TR

Step 4: sign the form

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

sign here ➡ Signature

Date of application for tax refund

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

Step 5: Tax refund Determination

This tax refund is ☒ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PR 2/17/11 J.C 2/18/11

sign here ➡ Authorized officer

Date 2/18/11

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

Date 2/8/11

2/9

AI-25606 **7.B.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 03/07/2011
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Payer	Amt
10062.00.000.0000.10	Spillar Investments	$2674.30
C4440.02.009.0019.00	Land America	$8911.92
C4440.01.014.0009.00	Salinas Mariano & Monica M	$5301.53
G2600.00.000.0005.01	First National Bank	$4624.00
L5330.03.000.0180.00	Falcon Jesus G	$3155.00
S1810.01.000.0010.00	Wells Fargo	$5469.74
S3998.00.000.0037.00	Wells Fargo	$5362.49
S5303.00.000.0024.00	Wells Fargo	$3569.02
W0100.00.039.0004.00	First National Bank	$2877.10

BACKGROUND

Fiscal Impact

Attachments

Link: fnt pg
Link: accts pg
Link: spillar
Link: land america
Link: salinas
Link: first national
Link: falcon
Link: wells fargo
Link: wells
Link: wells f
Link: first national

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 04:05 PM	APRV

2	Perla Lopez	Perla Lopez	03/02/2011 04:43 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:01 AM	APRV

Form Started By: Hilda Fuentes

Started On: 03/02/2011 03:49 PM

Final Approval Date: 03/03/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

March 2, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.10062.00.000.0000.10	SPILLAR INVESTMENTS	$ 2,674.30
2.C4440.02.009.0019.00	LAND AMERICA	$ 8,911.92
3.C4440.01.014.0009.00	SALINAS MARIANO & MONICA M	$ 5,301.53
4.G2600.00.000.0005.01	FIRST NATIONAL BANK	$ 4,624.00
5.L5330.03.000.0180.00	FALCON JESUS G	$ 3,155.00
6.S1810.01.000.0010.00	WELLS FARGO	$ 5,469.74
7.S3998.00.000.0037.00	WELLS FARGO	$ 5,362.49
8.S5303.00.000.0024.00	WELLS FARGO	$ 3,569.02
9.W0100.00.039.0004.00	FIRST NATIONAL BANK	$ 2,877.10

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

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

Print Date: 01/05/2011

Account Number 10062-00-000-0000-10 HCAD No. 101661
Legal Description of the Property PORCION 62-63 14.67AC IN 3 IRR TRACTS LYING N OF LAS ENTRADAS & E OF LEVEE 300 S INTERNATIONAL BLVD OWNER: SPILLAR DUNCAN

SPILLAR Investments
1002 LIVE OAK RIDGE RD
AUSTIN , TX 78746-3526

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 01-15-11

2010 OVERAGE AMOUNT $2,674.30

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner
	Mailing Address		Daytime Telephone Number
	City, State, Zip Code		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account	
		Duplicate payment	
		Paid in error (explain)	2, Not Sure - Received this in the mail
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		
Step 5: How should the refund be processed?		Mail to Property Owner	
		Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE		Date of application Jan 18, 2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: Date: 2/28/11
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: Date: 1-26-11

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

2/1

9000496339

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

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

Print Date: 12/29/2010

RECEIVED
JAN 25 2011
COLLECTIONS DEPARTMENT

Account Number	C4440-02-009-0019-00
	HCAD No. 135533
Legal Description of the Property	CIMARRON COUNTRY CLUB SECTN 2 PHASE I SECTION II LOT 19 BLK 9 - AMENDED
	119 RIO GRANDE
	OWNER: ELIZONDO DOLLY L

LAND AMERICA
1123 S PARKVIEW DR
COVINA , CA 91724

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: am 2-15-11
L.C 2/28/11

2010 OVERAGE AMOUNT $8,911.92

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name EVERHOME C/O LERETA LLC	Relationship to Property Owner MORTGAGE CO.
	Mailing Address 1123 So. PARKVIEW	Daytime Telephone Number (626) 337-1942
	City, State, Zip Code COVINA, CA. 91726	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$ 8911.92
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE D. Jones	Date of application 1-12-11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/28/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-26-11

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

2/1

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

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

Print Date: 01/04/2011

Account Number
C4440-01-014-0009-00
HCAD No. 135386
Legal Description of the Property
CIMARRON COUNTRY CLUB SECTN 1 PHASE I SECTION I LOT 9 BLK 14
2007 BRAZOS CT
OWNER: SALINAS MARIANO & MONICA M

SALINAS MARIANO & MONICA M
2203 RED RIVER DR
MISSION , TX 78572-7447

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/3/11

2010 OVERAGE AMOUNT $5,301.53

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: MARIANO SALINAS	Relationship to Property Owner: Sold
	Mailing Address: 2203 Red River	Daytime Telephone Number: (956) 534-0077
	City, State, Zip Code: Mission TX 78572	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account: C4440-01-014-0009-00	
	☐ Duplicate payment: yes	
	☐ Paid in error (explain): Double pay → Sold house on 12/10	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	10,603.06
	Total tax, penalty, and interest amount owed for the year	5,301.53
	Amount of refund claimed	5,301.53
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☐ Mail to Payer at address in Step 1: yes	
	☐ Transfer this amount to account: For tax year	
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application: 1/15/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/1/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/2/11

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

2/9

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

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

1036007227

Print Date: 12/20/2010

Account Number G2600-00-000-0005-01 HCAD No. 178756
Legal Description of the Property GATEWAY PLAZA SHOPPING CENTER N140' & S443.83'-N583.83' LOT 5 1300 S 9TH ST OWNER: NAVARRETTE & ROBLES INVESTORS LLC

FIRST NATIONAL BANK
P.O. BOX 810
EDINBURG, TX 78540

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~FEB~~ 2-24-11
2.24.11

2010 OVERAGE AMOUNT $4,624.00

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: First National Bank	Relationship to Property Owner: Lienholder	
	Mailing Address: 1201 N. 10th St.	Daytime Telephone Number: 956-661-5451	
	City, State, Zip Code: McAllen TX. 78501		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account		
	Duplicate payment		
	Paid in error (explain)		
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	37,025.93	
	Total tax, penalty, and interest amount owed for the year	32,401.93	
	Amount of refund claimed	4,624.00	
Step 5: How should the refund be processed?	Mail to Property Owner		
	✓ Mail to Payer at address in Step 1		
	Transfer this amount to account	For tax year	
	Escrow for next year 's taxes		
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Julie Calles	Date of application: 1-6-2011	
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 2/28/11	
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 2/14/11	

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

2/7

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

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

Print Date: 01/07/2011

FALCON, JESUS G.
3005 SAN RODRIGO
MISSION, TX 78572

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~2012-16-11~~ 2.C3 1/11/11

Account Number
L5330-03-000-0180-00
HCAD No. 673309

Legal Description of the Property
LOMA VERDE PH 3, SHARYLAND PLANTATION VILLAGE LOT 180

4205 SANTA INEZ

OWNER: FALCON JESUS & MERCEDES ESPINOZA

2010 OVERAGE AMOUNT $3,155.00

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Jesus Falcon	Relationship to Property Owner: Self
	Mailing Address: 3005 San Rodrigo	Daytime Telephone Number: 956-494-5582
	City, State, Zip Code: Mission, Tx. 78572	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$3,155.00
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$3,155.00
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE [signature]	Date of application: 1/20/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By: [signature]	Date: 3/1/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By: [signature]	Date: 2/2/11

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

2/9

4/0157430

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

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

Print Date: 12/21/2010

Account Number
S1810-01-000-0010-00
HCAD No. 593313
Legal Description of the Property
SANTA FE ESTATES PH 1 LOT 10
1815 VILLA LINDA
OWNER: ORNELAS MYRNA JOY

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 1-24-11

2010 OVERAGE AMOUNT $5,469.74

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

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	hip to Property Owner
	Mailing Address	Telephone Number
	City, State, Zip C	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	5469.74
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	5469.74
Step 5: How should the refund be processed?	X Mail to Property Owner	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Ferraro	Date of application 1-13-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/28/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 1-24-11

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

1/25

7/0066118613

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

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

Print Date: 12/21/2010

Account Number
S3998-00-000-0037-00*
HCAD No. 613514*
Legal Description of the Property
SOMMERSET LOT 37*
1805 SANDSTONE DR*
OWNER: CHATMAN MIRE D

2010 OVERAGE AMOUNT $5,362.49*

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 2/28/11

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

APPLICATION FOR PROPERTY TAX REFUND

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

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

Step 1: Identify the Payer requesting the refund if different than shown above	Name	to Property Owner
	Mailing Address	phone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010* and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
	X	Duplicate payment
		Paid in error (explain)
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	5362.49
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	536249*
Step 5: How should the refund be processed?		Mail to Property Owner
	X	Mail to Payer at address in Step 1
		Transfer this amount to account For tax year
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Barrera	Date of application 1-13-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [illegible]	Date: 2/28/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [illegible]	Date: 1-24-11

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

1/25

17/0198640203

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

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

Print Date: 12/21/2010

Account Number S5303-00-000-0024-00 HCAD No. 686822
Legal Description of the Property Spanish Groves Lot 24 1004 SOLAR DR OWNER: RICARDEZ MARIA G

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

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12-14-11

2010 OVERAGE AMOUNT $3,569.02

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	to Property Owner
	Mailing Address	ephone Number
	City, State, Zip Coc	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	X Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	3569.02
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	3569.02
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Karen Armario	Date of application 1-13-2011
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 2/28/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By:	Date: 1-24-11

Wells Fargo Home Mortgage
MAC X2302-04D
1 Home Campus
Des Moines, IA 50328

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

1/25

Ln # 70006353

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

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

Print Date: 01/14/2011

FIRST NATIONAL BANK
P.O. BOX 810
EDINBURG, TX 78540

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~01-17-11~~ 1/31/11

Account Number W0100-00-039-0004-00 HCAD No. 318117
Legal Description of the Property WEST ADDN. TO SHARYLAND 19.64AC BNG AN IRR TR N989.10'-W875' LOT 39-4 19.64AC NET OWNER: ALTON POINT LP

2010 OVERAGE AMOUNT $2,877.10

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: First National Bank	Relationship to Property Owner: lienholder
	Mailing Address: 7201 N. 10th St,	Daytime Telephone Number: 956-661-5451
	City, State, Zip Code: McAllen TX 78504	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	2877.10
	Total tax, penalty, and interest amount owed for the year	-0-
	Amount of refund claimed	2,877.10
Step 5: How should the refund be processed?	Mail to Property Owner	
	Mail to Payer at address in Step 1	
	✓ Transfer this amount to account	For tax year 2005-2006
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Julie M. Calles	Date of application 1-31-11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: _____	Date: 2/1/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: _____	Date: 2/2/11

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

2/9

AI-25529 **8.A.**

WIC -

CC CONSENT

Date:	03/07/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	Membership Dues

Information

CAPTION

WIC:

Requesting approval to pay the Texas Breastfeeding Coalition Membership in the amount of $25.00 (through req. 190775) for 2011 membership dues with the authority for County Treasurer to issue the check after the review, audit and processing are completed by the Auditor.

BACKGROUND

Attachments:
Affidavit for membership dues &
Invoice

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-810

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

BUDGETARY IMPACT:

Amount available through Req#190775 in the amount of $25.00 as of 3/2/11 for Texas Breastfeeding Coalition.

Attachments

Link: AFFIDAVIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/28/2011 03:27 PM	APRV
2	Erika Zamora	Erika Zamora	03/02/2011 03:55 PM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:52 AM	APRV

Form Started By: Margarita Gonzalez Started On: 02/28/2011 11:22 AM

Final Approval Date: 03/03/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Norma L. Longoria-WIC Director, do hereby state that my membership in the Texas Breastfeeding Coalition 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 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Norma L Longoria

TITLE: WIC Director

Before me Ana Singleterry, a Notary Public, appeared Norma L. Longoria, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

Ana Singleterry
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Texas Breastfeeding Coalition
6724 Oasis Dr.
Austin, TX 78749

INVOICE

Date: February 11, 2011

For: Annual Dues

Description: Annual dues for the Texas Breastfeeding Coalition are $10 for individual, $25 for non-profit/government agency, $100 for business partner. Dues are due in January of each year.

Make check payable to: Texas Breastfeeding Coalition

Mail check to: Texas Breastfeeding Coalition, 6724 Oasis Dr., Austin, TX 78749

Contact: Janet Rourke, Treasurer
janetrourke@sbcglobal.net
512-301-8682

AI-25609 **8.B.**

2011 membership dues - various

CC CONSENT

Date: 03/07/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Membership Dues

Information

CAPTION

Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor/company	Amount	Year	Acct. #
Amigos Del Valle	5,000.00	10/1/10-9/30/11	1-1100-444-00-125-018-0-810
County Judges & Comm. Assoc.	2,100.00	2011	1-1100-413-30-125-004-0-810
NACO	10,420.00	1/1/11-12/31/11	1-1100-413-30-125-004-0-810
TAC	2,440.00	2011	1-1100-419-00-125-008-0-810

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-125-018-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 3/2/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-30-125-004-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 3/2/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-00-125-008-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 3/2/11.

Attachments

Link: invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 04:30 PM	APRV

2	Auditor's Office	Linda Fong	03/03/2011 09:55 AM	APRV
Form Started By: Monica Badillo			Started On: 03/02/2011 04:04 PM	
Final Approval Date: 03/03/2011				

Amigos Del Valle, Inc.

1116 N. Conway Ave., Mission, Texas 78572
(956) 581-9494

STATEMENT

To: County of Hidalgo

Date: October 4, 2010

Description	Amount
Membership Dues:	
For Fiscal Year October 1, 2010 to September 30, 2011	$5,000.00
1-1102444-00-125-018-0-81D	
INVOICE RECEIVED BY: on 10/12/10	
GOODS/SERVICES RECEIVED BY: on	
Total Due:	**$5,000.00**

Amigos Del Valle, Inc.

1116 N. Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-2210

"CELEBRATING 36 YEARS OF SERVICE"

RECEIVED
OCT 12 2010
COUNTY JUDGE

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
ARMANDO GARZA, JR.
City Commissioner, San Juan
Treasurer
JIM DARLING
City Commissioner, McAllen
Member

BOARD MEMBERS
ROSE GOWEN
City Commissioner, Brownsville
IRENE MUNOZ
City Councilwoman, Donna
AGUSTIN "GUS" GARCIA
Mayor Pro Tem, Edinburg
JOEY TREVINO
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
RUBEN GUAJARDO
City Councilwoman, Mercedes
NORIE GARZA
City Councilwoman, Mission
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
MARY GUTIERREZ
City Commissioner, Raymondville
ARMANDO GARZA, JR.
City Commissioner, San Juan
LLOY R. ALANIZ
Volunteer, Weslaco
LILIBERTO GUERRA
Willacy County
IRMA R. GARCIA
Banking / Finance
VICTOR G. TREVINO
Member-At-Large, Cameron County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

October 4, 2010

Judge Rene Ramirez
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Ref: Amigos Del Valle, Inc. Annual Membership Fees

Dear Honorable Judge Ramirez:

At the May 27, 2010 Amigos Del Valle Board meeting and as stipulated by our bylaws, the Board ratified the membership fees for participating Cities/Counties for Fiscal Year 2010-2011. Said ratification included a membership fee in the amount of Five Thousand ($5,000) dollars for each member entity of Amigos Del Valle.

This membership fee assists Amigos Del Valle in meeting its local cash match requirements for the agency's Senior Nutrition and Transportation Projects as funded by federal and state grants. The funds are used to expand project services to seniors in communities within Amigos del Valle's service area (Hidalgo, Willacy and Cameron County).

Enclosed is the County of Hidalgo membership fee statement for Fiscal Year 2010-2011. Should there be any questions or concerns regarding the amount, please respond in writing to the Board of Directors of Amigos Del Valle as soon as possible, for their review and subsequent consideration.

Amigos Del Valle continues to depend on your valuable assistance to Seniors and is grateful for your commitment and participation in our agency's services and activities. Should you require additional information please contact me at (956) 966-7187 or call Mr. Jose E. Garza, Executive Director at (956) 581-9494, extension 106.

Sincerely,

Emilio Vera, Jr.
Board President

Enclosure

cc: Commissioner Emilio Vera, Jr., Amigos Del Valle, Inc. Board Member

Equal Housing Opportunity & Lender

HUD Certified Counseling Agency

NeighborWorks CHARTERED MEMBER

County Judges & Commissioners Assoc. of Texas
402 W. 12th Street
Austin, Texas 78701

RECEIVED
MAR 01 2011
COUNTY JUDGE

INVOICE
ANNUAL COUNTY DUES

Taxpayer I.D. # 74-2611550

Hon. Ramon Garcia
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

I-1100-413-30-125-004-0-810

February 24, 2011

YEAR	COUNTY	ASSESSED DUES FOR CALENDAR YEAR	PAST DUE	TOTAL AMOUNT DUE
2011	Hidalgo	$2100.00		$2100.00

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2010 census. As directed by the Executive Board, the dues for 2011 have remained at the 2006 level.

The dues paid by the counties are utilized in the following ways:

Legislative: Jim Allison, General Counsel, monitors the legislative session, all called special sessions, and interim hearings. The State Officers supervise and assist in the support of our legislative program.

Consultation: Jim and his staff are available for free telephone and email consultation for important problems in your county. Phone numbers: (512) 482-0701, (800) 733-0699; Email address: j.allison@allison-bass.com

Education: Together with the Texas Association of Counties and the V.G. Young Institute of County Government, we have contracted with an educational consultant for a complete revision of the Advanced Curriculum. Our educational programs are a vital part of our organization, and we need to maintain their excellence. The State Association Education Committee monitors and certifies the Continuing Education Program for County Commissioners.

County Progress Magazine provides informative monthly articles of special interest to us. Your dues include an annual subscription for each member of the Commissioners Court. By your support, we will be able to continue these services for each of you.

Please make check payable to:
County Judges and Commissioners Association of Texas
Mail to:
Commissioner Debbie Ingalsbe, First Vice-President
111 E. San Antonio St., Ste. 304
San Marcos, Texas 79092

If you have questions, please call:

Judge Don R. Allred, President
County Judges & Commissioners Association of Texas
(806) 267-2607

NACo National Association of Counties
The Voice of America's Counties

Date: 09/01/2010

Invoice #: 68256

ID: 000048215O

Hidalgo County
100 E Cano St Fl 4
Edinburg, TX 78539-4582

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with questions about this charge at (202)942.4291 / Fax: (202)393.2630

INVOICE

DATE	DESCRIPTION	AMOUNT
	Hidalgo County **County Membership Dues** **01/01/2011 - 12/31/2011** *2011 Dues remain the same for a fourth year in a row per the NACo Board of Directors. Thank you for your membership in NACo!* *NACo Membership is a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources including the NACo Prescription Discount Card Program and free information, education and training through free webinars which allow a county employee to attend a session without leaving their office. NACo even offers all publications free exclusively to our members! NACo also offers County News, eNews, Conferences, the Grants Resource Center, Research, and so much more!* *If you need additional information, please contact Ilene Manster, Membership Coordinator, at (202)942-4291 or e-mail imanster@naco.org.* 1-1100-413-30-125-004-0-810 Andrew- 202-942-4221 Total: Less Amount Paid:	$10,420.00 $-0.00
	TOTAL	$10,420.00

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 000048215O

Hidalgo County
100 E Cano St Fl 4
Edinburg, TX 78539-4582

Date: 9/1/2010

Invoice #: 68256

$10,420.00

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

Please check method of payment:

❑ Check Enclosed ❑ American Express 

❑ Visa  ❑ Mastercard  ❑ Discover 

PLEASE INDICATE AMOUNT ENCLOSED OR TO BE CHARGED

Card No.: | | | | | | | | | | | | | | | |

$

Expiration Date: _____ Cardholder's Signature: _____

Participation and Membership Benefits Report

This report provides a detailed summary of services and dollars your county has received as a direct benefit from being a member of NACo.

Hidalgo County, TX

NACo Member County

100 N Closner Blvd
County Courthouse
Edinburg, TX 78539-3523
Phone: (956)318-2600
Fax: (956)318-2699
Website: http://www.co.hidalgo.tx.us/

County Seat: Edinburg
Year Organized: 1852
Square Miles: 1,569
Size of Board: 5
MSA: McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
FIPS ID: 48215
County Dues: $ 10,420.00

	2005	2000	1990	1980
Population	678,275	569,463	383,545	279,857
Population/Sq Mile	432	362	244	178

NACo Program Participation

U.S. Communities Participant · Annual Savings

2009	2008	2007	2006
$ 20,660	$ 19,694	$ 10,428	$ 5,994

Federal Funds Lobbied for by NACo

At the federal level, NACo works to increase, maintain or create funding for programs that benefit county governments and their residents. It is important to note that these programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.

Year	PILT	SCAAP	CDBG	HOME	SRS
2010	$ 0	$ 0	$ 9,139,948	$ 2,973,382	$ 0
2009	$ 0	$ 0	$ 8,439,993	$ 2,986,003	$ 0
2008	$ 0	$ 473,298	$ 8,340,418	$ 2,685,837	$ 0
2007	$ 0	$ 241,214	$ 8,632,714	$ 2,764,988	$ 0

Economic Recovery Funds

Year	CDBG Recovery Funded	EECBG	NSP1	Byrne JAG
2009	$ 2,265,128	$ 3,539,500	$ 2,867,058	$ 519,453

NACo Educational & Professional Development

Conference / Event	Total Attendees
2010 Annual Conference and Exposition	1
2009 Annual Conference and Exposition	1
2008 Legislative Conference	1
2008 Annual Conference	1
2007 Legislative Conference	2

Year	Webinar	Total Attendees
2009	Energy Block Grant Implementation & Reporting	1
2009	Energy Efficiency And Conservation Block Grant	1
2009	Leading in Tough Times - County Budget Strategies During Recession	1

Publications and Subscriptions

County News	14
eNews	17

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

RECEIVED
JAN 06 2011
COUNTY JUDGE

January 1, 2011

Hidalgo County
Honorable Juan D. Salinas, III
P. O. Box 1356
Edinburg, Texas 78540-1356

Dear Judge Salinas:

Payment of the enclosed invoice for your county's membership in the Texas Association of Counties entitles your officials and staff to receive our services and take advantage of TAC's resources. These include

- Toll-free Legal Hotline at 888-ASK-TAC4 (888-275-8224);
- *County* magazine and the TAC Website at www.county.org;
- Web site hosting and technology assistance through the County Information Resources Agency;
- Leadership development and Best Practices recognition through the TAC Leadership Foundation; and
- To help offset the cost of TAC's continuing education programs that are sanctioned by the International Association of Continuing Education Trainers.

The common thread in these dues-funded services is that they all represent efforts to ***make county government better*** for the citizens and taxpayers of Texas. Since its creation 40 years ago, TAC has been at the forefront of bringing county officials together under one tent to seek collaborative answers to common problems. That overall strategy complies with the organization's overall purpose: "The mission of the Texas Association of Counties is to unite counties to achieve better solutions."

Please continue to call upon our staff for assistance and information. Your support enables us to represent all Texas counties. Attached is a statement that reflects the amount of your county's dues. Please note that the amount has not changed from prior years.

If you have questions about TAC's services, do not hesitate to contact me at (800) 456-5974. If there are questions about the invoice, please call our Finance Director, Nancy Lyter, at the same number.

Sincerely,

Gene Terry
Executive Director

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 1/10/11 BY:

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

Bill to:

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

INVOICE	2011-108
Type	
Date	1/1/2011
Page	1

Description	Quantity	Ext. Price
2011 ANNUAL TAC DUES	1.00	$2,440.00

1-1100-419-00-125-008-0-810

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

AI-25559 **9.A.**

Disaster Recovery Program applicant

CC CONSENT

Date:	03/07/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Angie Ramos
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request for approval of one (1) applicant in the City of Edcouch under the CDBG Disaster Recovery Program.

BACKGROUND

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Noah Lara Deferred Loan Reconstruct	ED 20-09-04	Edcouch Precinct #4	CDBG DRP 2009	All of Lot 12, of the Cynthia Ford Addition and addition to the City of Edcouch, Hidalgo County, Texas, being a subdivision of a portion of Farm Tract 565 of West Tract Subdivision of lands out of the Llano Grande Grant, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of said County; and Two acres of Lot 13 Cynthia Ford Subdivision of the City of Edcouch, Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioners' Court. Funding is available through the CDBG 2009 Disaster Recovery Program fund. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Utilizing Urban County CDBG 2009 Disaster Recovery Program.

Attachments

Link: applicant

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 08:10 AM	APRV

2	Perla Lopez	Perla Lopez	03/02/2011 09:48 AM	APRV
3	Auditor's Office	Linda Fong	03/03/2011 09:58 AM	APRV

Form Started By: Estella Webber

Started On: 03/01/2011 04:33 PM

Final Approval Date: 03/03/2011

Housing Rehab Program

ENTITY: City of Edcouch

PROJECT: Approval for assistance under the CDBG Disaster Recovery Program.

FUNDING YEAR: Disaster Recovery Program 2009

SYNOPSIS:

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

Noah Lara

Family of two (2)	
Applicant's age is 54 and mother age is 87	
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$690.76
Debt to Income Ratio:	N/A
Pay Back:	No
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,336.40
HUD Income Limits (family of 2):	$ 29,800.00

Existing Dwelling: 3 bedrooms frame home, built in 1950.

RECOMMENDATION:

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

AI-25605 **10.A.**

BLUE CROSS BLUE SHIELD OF TEXAS

CC CONSENT

Date: 03/07/2011
Submitted By: Flora Vazquez, HEALTH BENEFITS
Department: HEALTH BENEFITS
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $483,992.45 to the Hidalgo County Claims bank account for Blue Cross Blue Shield Insurance Claims for period 02/12-25/2011.

02/12-18/2011	$ 239,119.34
02/19-25/2011	$ 244,873.11
TOTAL:	$ 483,992.45

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 02-12-18-2011
Link: 02-19-25-2011
Link: Certification
Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 03:45 PM	APRV
2	Olga Garza	Olga Garza	03/02/2011 04:48 PM	APRV
3	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Flora Vazquez — Started On: 03/02/2011 03:39 PM

Final Approval Date: 03/03/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 02/12/2011 to 02/18/2011

SECTION			
0001-0011	HIDALGO COUNTY	$	159,393.81
0002-0012	HEADSTART	$	48,539.12
0003-0013	APPRAISAL DISTRICT	$	15,249.00
0004-0014	COMMUNITY SERVICE	$	1,385.24
0005-0015	DRAINAGE DISTRICT	$	7,405.33
9001-9002	COBRA	$	2,293.56
0006-0016	RETIREE	$	4,853.28
	TOTALS		$239,119.34

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 02/19/2011 to 02/25/2011

SECTION			
0001-0011	HIDALGO COUNTY	$	120,250.55
0002-0012	HEADSTART	$	33,640.53
0003-0013	APPRAISAL DISTRICT	$	2,280.68
0004-0014	COMMUNITY SERVICE	$	99.38
0005-0015	DRAINAGE DISTRICT	$	2,224.18
9001-9002	COBRA	$	86,252.80
0006-0016	RETIREE	$	124.99
	TOTALS		$244,873.11

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **February 12-25, 2011.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$483,992.45.**

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 02/12/2011 to 02/25/2011 is $ 483,992.45.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 7, 2011

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

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

Nora Vazquez
Employee Benefits Manager

03/02/2011
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/12/2011 - 02/18/2011 Process Date: 02/18/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/12/2011 - 02/18/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$518,278.26	$159,393.81	$41,896.50	$0.00	$117,497.31	2,481
TX433	01	002	HEAD START	$122,138.97	$48,539.12	$5,936.94	$0.00	$42,602.18	485
TX433	01	003	APPRAISAL DISTRICT	$28,310.41	$15,249.00	$4,546.94	$0.00	$10,702.06	125
TX433	01	004	COMMUNITY SERVICE	$4,606.50	$1,385.24	$321.02	$0.00	$1,064.22	36
TX433	01	005	DRAINAGE DISTRICT	$20,894.58	$7,405.33	$1,722.31	$0.00	$5,683.02	119
TX433	01	006	RETIREES	$25,947.31	$4,853.28	$3,419.07	$0.00	$1,434.21	59
TX433	01	007	COBRA	$7,456.86	$2,293.56	$524.34	$0.00	$1,769.22	71
			Customer Total Claims	$727,632.89	$239,119.34	$58,367.12	$0.00	$180,752.22	3,376
			Customer Grand Total	$727,632.89	$239,119.34	$58,367.12	$0.00	$180,752.22	3,376

Blue Access Employer

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/19/2011 - 02/25/2011 Process Date: 02/25/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/19/2011 - 02/25/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$638,528.81	$120,250.55	$41,314.58	$0.00	$78,935.97	935
TX433	01	002	HEAD START	$155,779.50	$33,640.53	$5,582.20	$0.00	$28,058.33	310
TX433	01	003	APPRAISAL DISTRICT	$30,591.09	$2,280.68	$1,600.76	$0.00	$679.92	34
TX433	01	004	COMMUNITY SERVICE	$4,705.88	$99.38	$541.90	$0.00	($442.52)	1
TX433	01	005	DRAINAGE DISTRICT	$23,118.76	$2,224.18	$152.71	$0.00	$2,071.47	54
TX433	01	006	RETIREES	$26,072.30	$124.99	$72.92	$0.00	$52.07	14
TX433	01	007	COBRA	$93,709.66	$86,252.80	$942.60	$0.00	$85,310.20	47
			Customer Total Claims	$972,506.00	$244,873.11	$50,207.67	$0.00	$194,665.44	1,395
			Customer Grand Total	$972,506.00	$244,873.11	$50,207.67	$0.00	$194,665.44	1,395

AI-25613 **10.B.**

CERTIFICATION OF WORKERS' COMPENSATION CLAIMS PAID BY TRISTAR RISK MANAGEMENT
CC CONSENT

Date:	03/07/2011
Submitted By:	Flora Vazquez, HEALTH BENEFITS
Department:	HEALTH BENEFITS
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $43,730.60 for the period of 02/16-28/2011 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: By Org

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/02/2011 04:26 PM	APRV
2	Olga Garza	Olga Garza	03/02/2011 04:50 PM	APRV
3	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Flora Vazquez — Started On: 03/02/2011 04:18 PM

Final Approval Date: 03/03/2011

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

March 1, 2011

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

L HIDAL.WC
Invoice Number: 86624

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 2/16-2/28/11 (Check#505556-505651) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	43,730.60
TOTAL CURRENT CHARGES	$ 43,730.60
Previous Balance Due	$ 64,705.08
Total Balance Due	$108,435.68

Due Upon Receipt

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

Custom Payment Total

Hidalgo County WC losses paid 2/16-2/31/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	40				6,898.42
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	164				36,832.18
					Grand Total:	204				43,730.60

HIDALGO COUNTY BUDGET OFFICE/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **February 16-28, 2011.**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of $ 43,730.60.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses paid: 02/16-28/2011 (Check# 505556-505651)

1).	Hidalgo County	$ 36,832.18
2).	Hidalgo County Headstart Program	$ 6,898.42
3).	Community Service Agency	$ 00.00
4).	Hidalgo County Urban County	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 43,730.60
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of March 15, 2011

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 106,269.40

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

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

Flora Vazquez — 3/02/11
Employee Benefits Manager — Date

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-25526 **11.A.**

BCAP Change Order No.1 La Mesa Subdivision Precinct No.1
CC CONSENT

Date:	03/07/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Change Order No. 1 with contractor, Asago Construction for La Mesa Subdivision, Pct. No. 1 reflecting a net increase of $460.00-for quantity modification-excavation and embankment-to roadside ditches graded east for a shorter path to outfall as submitted through project engineer, TEDSI Infrastructure Group (C-CAP-10-357-12-13).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-387-0-733

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

BUDGETARY IMPACT:

Available balance as of 3-2-11 $158,112.08; additional funds to cover Change Order #1 in the amount of $460.00 is pending interdepartmental transfer, AI #25528, CC 3-7-11, Consent Agenda.

Original Contract Amount is $236,531.30
Change Order #1 Increase is $ 460.00
Amended Contract Amount is $236,991.30

Attachments

Link: Change Order No.1 La Mesa Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/02/2011 10:02 AM	APRV
2	Purchasing Department	Marty Salazar	03/02/2011 01:34 PM	APRV
3	Budget & Management	Erika Zamora	03/02/2011 02:23 PM	APRV
4	Ivan Cantu	Ivan Cantu	03/02/2011 02:58 PM	APRV
5	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Marcie Jackson Started On: 02/28/2011 09:16 AM

Final Approval Date: 03/03/2011

CHANGE ORDER #1

PROJECT: ROAD & DRAINAGE CONSTRUCTION FOR LA MESA SUBDIVISION

DATE OF ISSUANCE: February 21, 2011 **EFFECTIVE DATE:**

OWNER: HIDALGO COUNTY
OWNER's Contract No. C-CAP-10-357-12-13

CONTRACTOR: Asago LLC dba Asago Construction **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Modified quantities for Excavation and Embankment.
2.
3.
4.
5.
6.

Reason for Change Order:
1. Roadside ditches graded east for a shorter path to outfall
2.
3.
4.
5.
6.

Attachments: Change Order No 1 Tabulations La Mesa Subdivision

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 236,531.30		Original Contract Time for Substantial Completion: 210 calendar days or dates
Net Changes from previous Change Order $		Net change from previous Change Orders calendar days
Contract Price prior to this Change Order $ 236,531.30		Contract Time prior to this Change Order Substantial Completion: 210 calendar days or dates
Net Increase (decrease) of this Change Order $ 460.00		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 236,991.30	Net % increase (decrease) from original contract price. 0.19 %	Contract Time with all approved Change Orders Substantial Completion: 210 calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: 02/21/2011

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

CHANGE ORDER NO. 1 TABULATION

HIDALGO COUNTY PRECINCT NO. 1 - LA MESA SUBDIVISION (C-CAP-10-357-12-13)

Item	Original Plan Qty	Change Order #1 Qty	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(905) ROADWAY									
100	26.07		STA	PREPARING ROW	$500.00		$13,035.00	$0.00	$13,035.00
110	232	234	CY	EXCAVATION (ROADWAY)	$5.00		$1,160.00	$10.00	$1,170.00
132	1139	1184	CY	EMBANKMENT (FINAL)(DENS CONT)(TY C)	$10.00		$11,390.00	$450.00	$11,840.00
164	7487		SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	$0.40		$2,994.80	$0.00	$2,994.80
168	375		MG	VEGETATIVE WATERING	$3.00		$1,125.00	$0.00	$1,125.00
247	8321		SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$5.00		$41,605.00	$0.00	$41,605.00
251	8321		SY	REWORK BS MTL (TY D)(5")(DENS CONT)	$2.00		$16,642.00	$0.00	$16,642.00
260	93.8		TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	$160.00		$15,008.00	$0.00	$15,008.00
260	8321		SY	LIME TRT(MIX EXST MATL & NEW BASE)(8")	$2.00		$16,642.00	$0.00	$16,642.00
310	1412		GAL	PRIME COAT (MC-30)	$1.00		$1,412.00	$0.00	$1,412.00
340	7055		SY	D-GR HMA(METH) TY-D SAC-B PG76-22	$7.50		$52,912.50	$0.00	$52,912.50
420	5		SY	CL A CONC (MISC)(4")	$50.00		$250.00	$0.00	$250.00
500	1		LS	MOBILIZATION	$1,000.00		$1,000.00	$0.00	$1,000.00
502	4		MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$700.00		$2,800.00	$0.00	$2,800.00
666	4990		LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$1.00		$4,990.00	$0.00	$4,990.00
666	90		LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$6.00		$540.00	$0.00	$540.00
666	510		LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$1.00		$510.00	$0.00	$510.00
666	960		LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$1.00		$960.00	$0.00	$960.00
				Total Roadway:			**$184,976.30**	**$460.00**	**$185,436.30**
(906) DRAINAGE									
464	288		LF	RC PIPE (CL III)(18 IN)	$30.00		$8,640.00	$0.00	$8,640.00
506	156		LF	TEMPORARY SEDIMENT CONTROL FENCE	$2.00		$312.00	$0.00	$312.00
530	521		SY	DRIVEWAYS (CONC)	$18.00		$9,378.00	$0.00	$9,378.00
530	940		SY	DRIVEWAYS (ACP)	$15.00		$14,100.00	$0.00	$14,100.00
556	1275		LF	15" ADS CORRUGATED PIPE	$15.00		$19,125.00	$0.00	$19,125.00
				Total Drainage:			**$51,555.00**	**$0.00**	**$51,555.00**
				GRAND TOTAL:			**$236,531.30**	**$460.00**	**$236,991.30**

AI-25522 **11.B.**

Payment Application No.2 (Final) for Alamo Road Crossing Drainage Improvement Project

CC CONSENT

Date:	03/07/2011
Submitted By:	COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

Pct.#2:
Approval of Request for Payment-Application No.2 (Final) in the amount of $42,476.63 from Leal Construction, Inc., awarded contractor for the, "Alamo Road Crossing Drainage Improvements Project," and as recommended for payment by project engineer, Raul Sesin, P.E.; C-10-178-06-22.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-039-1-XXX

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

BUDGETARY IMPACT:

PO #643847 Balance available - 733 $6,142.79; 841 $17,483.33

Pct#2 will process a PO increase for change order#1 ($27,430.57) for this invoice.

accounts have available balances.

Attachments

Link: Leal Construction Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 10:38 AM	APRV
2	Budget & Management	Angela Garcia	03/02/2011 01:18 PM	APRV
3	Roland Garcia	Rolando Garcia	03/02/2011 05:04 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Yolanda Cisneros Started On: 02/25/2011 04:41 PM

Final Approval Date: 03/03/2011

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: HIDALGO COUNTY PRECINT # 2 HECTOR TITO PALACIOS (Owner)
From: LEAL CONSTRUCTION, INC. (Contractor)
Contract: C-10-178-06-22
Project: ALAMO ROAD CROSSING DRAINAGE IMPROVEMENT PROJECT
Owner's Contract No. C-10-178-06-22 Engineer's Project No. 2010-178-06-09-MSS
For Work accomplished through the date of: 12/9/2010

1. Original Price:		$154,917.41
2. Net change by Change Order and Written Agreements(+or-):		$27,430.57
3. Current Contract Price (1 plus 2):		$182,347.98
4. Total completed and stored to date:		$178,487.54
5. Retainage (per Agreement):		
10% of completed work:	$17,848.75	
of stored material		
Total Retainage:		$160,638.79
6. Total completed and stored to date less retainage (4 minus 5)		
7. Less previous Application for Payments:		-$118,162.16
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$42,476.63

Accompanying Documentation:

643847
1-1342-431-00-122-039-1-733
Req. #179735

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of WORK done under the Contract referred to above have been applied on account to discharge CONTRACTOR 'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1-Final through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as covered by a Bond acceptable to Owner indenifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments in accordance with the Contract Documents and not defective.

643847
1-1342-431-00-122-039-1-841
Req. #179735

Date: 1/27/2011

LEAL CONSTRUCTION, INC.
CONTRACTOR
By: Lydia A. Leal

State of: Texas
County of Hidalgo
Subscribed and sworn to before me this 27th day of January 2011.

Amparito Cabrera
Notary Public
My Commission expires: 4-28-13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

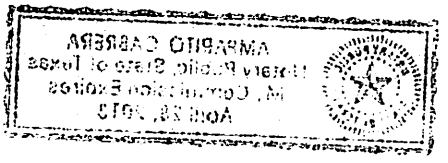
Date 1-27-11

JESUS PE
ENGINEER
By: 02/09/11

Exhibit E-C

AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
April 28, 2013

INVOICE RECEIVED BY: [illegible] ON 2/22/2011
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 2/22/2011


AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
AUG 23, 2012

Estimate Quantity Update Worksheet Date: 1/27/11

Colonia:
Roadway:
Control: C-10-178-06-22
Project No. Alamo Road Crossing Drainage Improvement
County: Hidalgo
Est. No: 2
Work Type: DRAINAGE IMPROVEMENTS
Limits:
From: NORTH ALAMO ROAD
To: SIOUX ROAD AND ELDORA ROAD

Contractor: Leal Construction, Inc.
Contract Price: $182,347.98
Work Done This Mo.: $178,487.54
%Complete: 97.88%

Date Began: 9/29/2010
Contract Time: 90
Time Changed: 51
% Time Used 56.67%

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
2 No.	Description	Unit	Project QTY	Unit Price	Project Amount	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)
1	Preparing ROW	STA	34.33	300.5	$10,316.17			$0.00						
	BASE BID													
1	5' x 4' Reinforced Concrete Box	LF	127.00	$186.16	$23,642.32	127.00	127.00	$23,642.32	0.00	127.00	$0.00	0.00	127.00	
2	Precast or Cast in Place 5'x8' Junction Box with Ring & Cover	EA	2.00	$4,880.29	$9,760.58	2.00	2.00	$9,760.58	0.00	2.00	$0.00	0.00	2.00	
3	Traffic Control Plan	LS	1.00	$9,374.59	$9,374.59	1.00	1.00	$9,374.59	0.00	1.00	$0.00	0.00	1.00	
4	Gravel Bedding for 5'x4' Reinforced Concrete Box as	LF	127.00	$13.64	$1,732.28	127.00	127.00	$1,732.28	0.00	127.00	$0.00	0.00	127.00	
5	Cement Stabilized Backfill as Per Plan	LF	127.00	$16.25	$2,063.75	127.00	127.00	$2,063.75	0.00	127.00	$0.00	0.00	127.00	
6	Temporary Asphalt Section for Traffic Control Plan (Both Sides)	LS	1.00	$4,834.37	$4,834.37	1.00	1.00	$4,834.37	-1.00	-4834.37	-$4,834.37	0.00	0.00	
7	Trench protection	LF	143.00	$4.87	$696.41	143.00	143.00	$696.41	0.00	143.00	$0.00	0.00	143.00	
8	3 1/2" HMAC Type "D" with Prime Coat	SY	67.00	$121.86	$8,164.62	0.00	0.00	$0.00	67.00	67.00	$8,164.62	0.00	67.00	
9	13" Flex Base(Compacted) with 2% lime by Admixture Weight	SY	67.00	$87.04	$5,831.68	33.50	33.50	$2,915.84	33.50	67.00	$2,915.84	0.00	67.00	
10	4" Yellow Center Line(Thermoplastic)and Type II-A-A Raiaased	LS	1.00	$3,024.00	$3,024.00	0.00	0.00	$0.00	1.00	1.00	$3,024.00	0.00	1.00	
11	1-1/2" Planing of Existing Asphalt Section	SY	156.00	$37.16	$5,796.96	0.00	0.00	$0.00	156.00	156.00	$5,796.96	0.00	156.00	
12	72" Reinforced Concrete Pipe-RJ CL III Storm Drain Pipe	LF	16.00	$155.21	$2,483.36	16.00	16.00	$2,483.36	0.00	16.00	$0.00	0.00	16.00	
13	Gravel Bedding for 72" Reinforced Concrete Pipe as Per Plan	LF	16.00	$23.82	$381.12	16.00	16.00	$381.12	0.00	16.00	$0.00	0.00	16.00	
14	Remove and Replace 25 LF of 24" Pipe with 24" RCP-RJ CL III	EA	1.00	$938.24	$938.24	1.00	1.00	$938.24	0.00	1.00	$0.00	0.00	1.00	
15	Remove and Replace 25 LF of 18" Pipe with 18" RCP-RJ CL III	EA	1.00	$710.82	$710.82	1.00	1.00	$710.82	0.00	1.00	$0.00	0.00	1.00	
16	Remove Temporary Asphalt Section and Re-Grade Roadside	LS	1.00	$1,707.01	$1,707.01	1.00	1.00	$1,707.01	0.00	1.00	$0.00	0.00	1.00	
					$81,142.11									
	ADD ALTERNATE NO.1													
1	72" RCP-RJ CL III Storm Drain Pipe Material Only	LF	24.00	$94.50	$2,268.00	0.00	0.00	0.00	24.00	24.00	$2,268.00	0.00	24.00	
1	72" RCP-RJ CL III Storm Drain Pipe	LF	145.00	$141.34	$20,494.30	145.00	121.00	$20,494.30	-24.00	121.00	-$3,392.16	0.00	121.00	
2	Gravel Bedding as Per Plan	LF	145.00	$23.81	$3,452.45	145.00	121.00	$3,452.45	-24.00	121.00	-$571.44	0.00	121.00	
3	6" Concrete Rip-Rap	SY	40.00	$43.20	$1,728.00	30.000	0.00	$1,296.00	10.00	40.00	$432.00	0.00	40.00	
4	Trench Protection	LF	145.00	$4.87	$706.15	120.00	121.00	$584.40	1.00	121.00	$4.87	0.00	121.00	
					$28,648.90									
	ADD ALTERNATE NO.2													
1	5'X2' Reinforced Concrete Box	LF	160.00	$176.40	$28,224.00	160.00	160.00	$28,224.00	0.00	160.00	$0.00	0.00	160.00	
2	Gravel Bedding as Per Plan	LF	160.00	$23.82	$3,811.20	160.00	160.00	$3,811.20	0.00	160.00	$0.00	0.00	160.00	
3	6" Concret Rip-Rap	SY	80.00	$43.20	$3,456.00	6.598	80.00	$285.05	73.40	80.00	$3,170.97	0.00	80.00	
4	Trench Protection	LF	160.00	$4.87	$779.20	160.00	160.00	$779.20	0.00	160.00	$0.00	0.00	160.00	
5	Concrete Sediment Catch Basin	EA	1.00	$11,124.00	$11,124.00	1.00	0.00	$11,124.00	0.00	1.00	$0.00	0.00	1.00	
					$47,394.40									
	ADD ALTERNATE NO.3													
1	Ditch Excavation with maintenance bench as per plans	LF	570.00	$52.60	$29,982.00	0.00	0.00	$0.00						
2	Irrigation Line-16" Steel Pipe Crossing with Pipe Beam, Concrete	LS	1.00	$21,685.95	$21,685.95	0.00	0.00	$0.00						
	CHANGE ORDER # 1													
1	INSTALLATION OF TY C INLET	EA	2.00	$6,562.92	$13,125.84	0.00	0.00	$0.00	2.00	0.00	$13,125.84	0.00	2.00	
2	ADDITIONAL CONCRETE RIPRAP	SY	286.00	$43.20	$12,355.20	0.00	0.00	$0.00	403.00	523.00	$17,409.60	0.00	403.00	
3	TIE-IN FIELD DRAIN TO RCB	EA	1.00	$1,949.52	$1,949.52	0.00	0.00	$0.00	1.00	0.00	$1,949.52	0.00	1.00	
					$27,430.56									

Monthly Totals:	$131,291.29	$47,196.25	$178,487.53
ADM(901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
ROADWAY (905)			
DRAINAGE (906)			

Total to Date: $

Roadway (905): $0.00
Drainage (906): $0.00
Total: $0.00

Prepared and Checked By:_____

Signature: Date: 1-27-2011

LEAL CONSTRUCTION, INC. Contractor Name

September 29, 2010 Starting Date

Project Ending Date

ALAMO ROAD CROSSING DRAINAGE IMPROVEMENTS Engineer's/County Project Description

Application No: 3

Application Date: 1/27/2011

Period To: 12/9/2010

Engineer's/County Project No.: 2010-178-05-09-mss

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1		Preparing ROW	STA	300.5	34.33	$10,316.17															
					Total Base Amounts	$10,316.17	$0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		BASE BID																			
1		5' x 4' Reinforced Concrete Box	LF	186.16	127	$23,642.32				127.00	127.00	$23,642.32	0.00	127.00	$0.00	0.00	0.00	0.00	127.00		
2		Precast or Cast in Place 5'x8' Junction Box with Ring & Cover	EA	4880.29	2	$9,760.58				2.00	2.00	$9,760.58	0.00	2.00	$0.00	0.00	0.00	0.00	2.00		
3		Traffic Control Plan	LS	9374.59	1	$9,374.59				1.00	1.00	$9,374.59	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
4		Gravel Bedding for 5'x4' Reinforced Concrete Box as per Plan	LF	13.64	127	$1,732.28				127.00	127.00	$1,732.28	0.00	127.00	$0.00	0.00	0.00	0.00	127.00		
5		Cement Stabilized Backfill as Per Plan	LF	16.25	127	$2,063.75				127.00	127.00	$2,063.75	0.00	127.00	$0.00	0.00	0.00	0.00	127.00		
6		Temporary Asphalt Section for Traffic Control Plan (Both Sides)	LS	4834.37	1	$4,834.37				1.00	1.00	$4,834.37	-1.00	-4834.37	-$4,834.37	0.00	0.00	0.00	-4834.37		
7		Trench protection	LF	4.87	143	$696.41				143.00	143.00	$696.41	0.00	143.00	$0.00	0.00	0.00	0.00	143.00		
8		3 1/2" HMAC Type "D" with Prime Coat	SY	121.86	67	$8,164.62				0.00	0.00	$0.00	67.00	67.00	$8,164.62	0.00	0.00	0.00	67.00		
9		13" Flex Base(Compacted) with 2% lime by Admixture Weight	SY	87.04	67	$5,831.68				33.50	33.50	$2,915.84	33.50	67.00	$2,915.84	0.00	0.00	0.00	67.00		
10		Line(Thermoplastic)and Type II-A-A Raiaased Pavement Markers	LS	3024	1	$3,024.00				0.00	0.00	$0.00	1.00	1.00	$3,024.00	0.00	0.00	0.00	1.00		
11		1-1/2" Planing of Existing Asphalt Section	SY	37.16	156	$5,796.96				0.00	0.00	$0.00	156.00	156.00	$5,796.96	0.00	0.00	0.00	156.00		
12		72" Reinforced Concrete Pipe-RJ CL III Storm Drain Pipe	LF	155.21	16	$2,483.36				16.00	16.00	$2,483.36	0.00	16.00	$0.00	0.00	0.00	0.00	16.00		
13		Gravel Bedding for 72" Reinforced Concrete Pipe as Per Plan	LF	23.82	16	$381.12				16.00	16.00	$381.12	0.00	16.00	$0.00	0.00	0.00	0.00	16.00		
14		Pipe with 24" RCP-RJ CL III and Safety Ends	EA	938.24	1	$938.24				1.00	1.00	$938.24	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
15		Pipe with 18" RCP-RJ CL III and Safety Ends	EA	710.82	1	$710.82				1.00	1.00	$710.82	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
16		and Re-Grade Roadside Ditch(Both Sides)	LS	1707.01	1	$1,707.01				1.00	1.00	$1,707.01	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
					Total Base Amounts	$81,142.11	$0.00	0.00	$0.00	596.50	596.50	$61,240.69	256.50	-3,981.37	$15,067.05	0.00	0.00	$0.00	-$3,981.37	0.00	$0.00

ADD ALTERNATE NO.1

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
1		72" RCP-RJ CL III Storm Drain Pipe Material Only	LF	94.5	24	$2,268.00				0.00	0.00	$0.00	24.00	24.00	$2,268.00	0.00	0.00	0.00	24.00		
1		72" RCP-RJ CL III Storm Drain Pipe	LF	141.34	145	$20,494.30				145.00	145.00	$20,494.30	-24.00	121.00	-$3,392.16	0.00	0.00	0.00	121.00		
2		Gravel Bedding as Per Plan	LF	23.81	145	$3,452.45				145.00	145.00	$3,452.45	-24.00	121.00	-$571.44	0.00	0.00	0.00	121.00		
3		6" Concrete Rip-Rap	SY	43.2	40	$1,728.00				30.00	30.00	$1,296.00	10.00	40.00	$432.00	0.00	0.00	0.00	40.00		
4		Trench Protection	LF	4.87	145	$706.15				120.00	120.00	$584.40	1.00	121.00	$4.87	0.00	0.00	0.00	121.00		
					Total Base Amounts	$26,380.90	$0.00	0.00	$0.00	$440.00	440.00	$25,827.15	-37.00	403.00	-$3,526.73	0.00	0.00	$0.00	403.00	0.00	$0.00

ADD ALTERNATE NO.2

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
1		5'X2' Reinforced Concrete Box	LF	176.4	160	$28,224.00				160.00	160.00	$28,224.00	0.00	160.00	$0.00	0.00	0.00	0.00	160.00		
2		Gravel Bedding as Per Plan	LF	23.82	160	$3,811.20				160.00	160.00	$3,811.20	0.00	160.00	$0.00	0.00	0.00	0.00	160.00		
3		6" Concret Rip-Rap	SY	43.2	80	$3,456.00				6.60	80.00	$285.05	73.40	80.00	$3,170.88	0.00	0.00	0.00	80.00		
4		Trench Protection	LF	4.87	160	$779.20				160.00	160.00	$779.20	0.00	160.00	$0.00	0.00	0.00	0.00	160.00		
5		Concrete Sediment Catch Basin	EA	11124	1	$11,124.00				1.00	0.00	$11,124.00	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
					Total Base Amounts	$47,394.40	$0.00	0.00	$0.00	487.60	560.00	$44,223.45	73.40	561.00	$3,170.88	0.00	0.00	$0.00	561.00	0.00	$0.00

ADD ALTERNATE NO.3

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
1		Ditch Excavation with maintenance bench as per plans	LF	52.6	570	$29,982.00				0.00			0.00			0.00			0.00		
2		Irrigation Line-16" Steel Pipe Crossing with Pipe Beam, Concrete Pipe Support Collars, Steel Straps and 12" Square Pre-Cast Concrete Pilings	LS	21685.95	1	$21,685.95				0.00			0.00			0.00			0.00		
					Total Base Amounts	$51,667.95	$0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00

CHANGE ORDER # 1

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
1		INSTALLATION OF TY C INLET	EA	6562.92	2	$13,125.84				0.00			2.00	2.00	$13,125.84	0.00			2.00		
2		ADDITIONAL CONCRETE RIPRAP	SY	43.2	286	$0.00				0.00			403.00	1.00	$17,409.60	0.00			403.00		
3		TIE-IN FIELD DRAIN RCB	EA	1949.52	1	$1,949.52				0.00			1.00	1.00	$1,949.52	0.00			1.00		
					Total Base Amounts	$15,075.36	$0.00	0.00	$0.00	0.00	0.00	$0.00	406.00	4.00	$32,484.96	0.00	0.00	$0.00	406.00	0.00	

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 2 CONTRACTOR WEAL CONSTRUCTION, INC.

PROJECT NO. 2010-178-06-09 MSS COUNTY Hidalgo DATE WORK BEGAN 9-29-2010

TIME COMPUTED FROM OCTOBER 19, 2010 - December 9, 2010 DATE WORK COMPLETED 12-9-2010

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
10-19-2010		1		
10-20-2010		1		
10-21-10		1		
10-22-10		1		
10-25-10		1		
10-26-10		1		
10-27-10		1		
10-28-10		1		
10-29-10		1		
11-1-10		1		
11-2-10		1		
11-3-10		1		
11-4-10		1		
11-5-10		1		
11-8-10		1		
11-9-10		1		
11-10-10		1		
11-11-10		0		Veteran's Day!!
11-12-10		1		
11-14-10		1		
11-15-10		1		
11-16-10		1		
11-17-10		1		
11-18-10		1		
11-19-10		1		
11-22-10		1		
11-23-10		1		
11-24-10		1		
11-25-10		0		THANKSgiving!!
11-26-10		1		
11-29-10		1		
11-30-10		1		
12-1-2010		1		
12-2-10		1		
12-3-10		1		
12-6-10		1		
TOTALS		34	0	

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE 0 51

ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY $ 500.00 TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. # 2 CONTRACTOR LEAL CONSTRUCTION, INC.

PROJECT NO. 2010-178-06-09 MSS COUNTY Hidalgo DATE WORK BEGAN 9-29-2010

TIME COMPUTED FROM October 19, 2010 - Dec 9, 2010 DATE WORK COMPLETED 12-9-2010

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
12-7-2010	1	1		
12-8-2010	1	1		
12-9-2010	1	1		
TOTALS		3	0	

NO. OF CONTRACT WORKING DAYS 90 NO. WORKING DAYS CHARGED TO DATE # 51

ASSESSED LIQUIDATED DAMAGES: NO. 0 PER DAY $ 500.00 TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with Upper Valley Materials
to furnish Gravel
in connection with certain improvements to real property located in Alamo, TX
County, Texas, and owned by Hidalgo County Precinct No. 2
Which improvements are described as follows:

Alamo Rd. Crossing Drainage Improvements

In consideration of Pay Estimate No 2 in the amount of four thousand Seven hundred twenty seven 73/100 DOLLAR($4,727.73) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SUPPLIER

BY: Sales Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb, 2011 to certify which witness my hand and seal of office.

Amparito Cabrera
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 04-28-13

AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
April 28, 2013

Exhibit E-I


GUMERCINDO CABRERA
Notary Public, State of Texas
My Commission Expires
April 29, 2013

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with L&R Precast
to furnish Function Box
in connection with certain improvements to real property located in Alamo, Tx.
County, Texas, and owned by Hidalgo County Precinct No. 2
Which improvements are described as follows:

Alamo Rd. Crossing Drainage Improvements

In consideration of Pay Estimate No 2 in the amount of Four Thousand nine hundred Forty Six 00/100 DOLLAR($ 4,946.00)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SUPPLIER

BY: Sales Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb., 20 11 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 04-28-13

AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
April 28, 2013

Exhibit E-I

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with Rio Valley Pipe
to furnish gaskets, 5x2 Boxes, etc.
in connection with certain improvements to real property located in Alamo Tx
County, Texas, and owned by Hidalgo County Precinct No. 2
Which improvements are described as follows:

Alamo Rd. Crossing Drainage Improvements

In consideration of Pay Estimate No 2 in the amount of $4,096.92
four-thousand ninety six 92/100 DOLLAR($)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SUPPLIER

BY: Sales Manager
TITLE

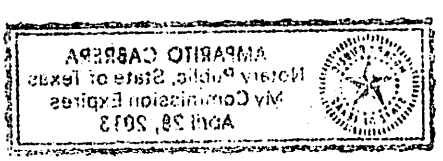
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb ,2011 to certify which witness my hand and seal of office.

Amparito Cabrera
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4-28-13

AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
April 28, 2013

Exhibit E-I


AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
April 29, 2013

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Cameron

The undersigned contracted with Magic Valley Concrete to furnish concrete in connection with certain improvements to real property located in Alamo, TX County, Texas, and owned by Hidalgo County Precinct No. 2 Which improvements are described as follows:

Alamo Rd. Crossing Drainage Improvements

In consideration of Pay Estimate No 2 in the amount of One Thousand Five Hundred Forty 00/100 DOLLAR($ 1,540.00)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SUPPLIER

BY: Sales Manager
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb., 20 11 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 04-28-13

AMPARITO CABRERA
Notary Public, State of Texas
My Commission Expires
April 28, 2013

Exhibit E-I

AI-25586 **11.C.**

Fuel Card Request

CC CONSENT

Date:	03/07/2011
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Request approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add fuel cards for Constable Pct. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1-1100-421-00-291-001-0-626

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

BUDGETARY IMPACT:

$2,202.80 available funds as of 03/02/11.

Attachments

Link: request form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 02:08 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:45 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/02/2011 03:00 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Ovidio Gonzalez Started On: 03/02/2011 11:16 AM

Final Approval Date: 03/03/2011

COMDATA FUEL 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.

_X_ Add Vehicle Card **__ Add Driver Pin** **__ Delete Cancel Card** **☐ Delete/Cancel Driver**

Department:	Hidalgo County Constable Pct. 1
Billing Address:	1902 Joe Stephens, Ste. 303, Weslaco, TX 78596
Fuel Card Manager:	Juan M. Hernandez
	This person can not have use of the fuel card
Phone Number:	956-447-3775
County Email:	blanca.sanchez@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	10-1100-421-00-291-001-0 - 0260
Requested By:	Chief Deputy Blanca I. Sanchez
	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

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
A#52381 / U#101	2011 Chevy Silverado	3GCPKPEA8BG224540	
A#52382 / U#102	2011 Chevy Silverado	3GCPKPEA0BG223625	
A#52383 / U#105	2011 Chevy Silverado	3GCPKPEA4BG224695	
A#52384 / U#108	2011 Chevy Silverado	3GCPKPEA6BG224651	

AI-25540 **11.D.**

Renewal Agreements

CC CONSENT

Date:	03/07/2011
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Cooperative Agreements
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, (HCDE) Harris County Department of Education/Choice Facility Partners 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, 2011.;

2. Election Department:
Requesting authority to enter into a 12-month software renewal maintenance agreement with Election Systems & Software, Inc. (ES&S) for the Elections Department through requisitions #190342 & 190543 for the following services:

Requisition # 190342
a. Gold-HDW Maintenance/Support-650 $2,866.50/year
b. Firmware Usage Agreement-650 $325.24/year
c. Gold-HDW Maintenance/Support-Ivotronic 147 users @ $104.74 each/$15,396.78/year
d. Firmware Usage Agreement-Ivotronic 147 users @ $34.00 each/$4,998.00/year
Total amount of $23,586.52

Requistion # 190543
a. Firmware Usage Agreement - iVotronic 70 users @ $32.00/each/$2,240.00/year
b. GOLD-HDW MAINT/SUPPORT-IVOTR 70 users @ $93.71/each/$6,559.70/year.

3. Precinct 2:
Requesting approval to enter into a commercial service agreement and authority to execute required agreement for 36 months with Waste Management for the Hidalgo County Pricing Pct. 2 to service the following locations:

Requisiton	Location	Monthly/Amount	Account Number

189857	300 West Hall Acres Suite G, Pharr Texas	$60.12	1-1200-431-00-122-005-0-421
189941	1/4 Mile East on Anaya Rd (las Milpas Park)	$60.12	1-1100-452-00-122-008-0-421
189551	301 E. State (Old Administration Office)	$60.12	1-1200-431-00-122-005-0-421

4. WIC (Women Infant and Children Department):
Requesting approval to enter into an ongoing commercial service agreement and authority to execute required agreement with Waste Management for the Hidalgo County Pharr Wic Clinic to service the following location 1903 N. Fir in Pharr Texas thru requisition 190218 for $78.28/month effective upon approval.(1-1292-441-00-350-001-1-421)

5. Facilites Management/Mail Room:
Requesting authority to enter into a 48 month lease in equipment service level agreement with Pitney Bowes, through our membership participation with TASB (Texas Association of School Board) through contract #32809 for the Courthouse Mailroom through requisition #191018 in the amount of $982.00 p/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1283-414-00-130-010-8-336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$23,586.52 available funds in req#190342 as of 03/02/11.

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-1-421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$547.96 available funds in req#190218 as of 03/02/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-122-008-0-421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$721.44 available funds in req#189941 as of 03/02/11.

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$721.44 available funds in req#189551 as of 03/02/11.
$721.44 available funds in req#189857 as of 03/02/11.

FISCAL YEAR: 2011 ACCT. #: 1-1283-414-00-130-010-8-336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
$8,799.70 available funds in req#0190543 as of 03/02/11.

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-60-125-010-0-780
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: XEROX
Link: Waste Management Wic
Link: Impact Recovery System
Link: pitney bowes service agreement
Link: pitney bowes
Link: WM 1
Link: WM 2
Link: WM 3
Link: Exhibit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 01:59 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/02/2011 05:35 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Tanya Delira Started On: 03/01/2011 08:40 AM

Final Approval Date: 03/03/2011

Requisition

Req # 00190342

PO #

Date: 02/17/11

Bill To: x
x

Vendor : 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSPHERE CIRCLE
CHICAGO IL 60674

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

Contact: Vero Lopez
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		Firmware Usage Agrmt- 650	325.24	325.24
147.00		Firmware Usage Agrmt- iVotronic	34.00	4,998.00
1.00		GOLD- HDW Maint/Support- 650	2,866.50	2,866.50
147.00		GOLD- HDW Maint/Support- IVOTR	104.74	15,396.78
Vc		Account No	Encumbrance	
		1-1283-414-00-130-010-8-336	23,586.52	
			Freight	.00
			Total	23,586.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

REC'D DEC 02 2010

Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
764977	1
INVOICE DATE	
11/29/10	

BILL TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
H31042	HMA/FMA 2011-2012	NET 90 DA	837968	2861	ES&S DEL

QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM DISC %	EXTENDED PRICE
	Coverage Date 02/01/11-01/31/12 *			
	Election Ref: NA			
1	Firmware Usage Agrmt-650	325.2400	EA	325.24
147	Firmware Usage Agrmt-iVotronic	34.0000	EA	4,998.00
1	GOLD-HDW MAINT/SUPPORT-650	2866.5000	EA	2,866.50
147	GOLD-HDW MAINT/SUPPORT-IVOTR	104.7400	EA	15,396.78

309.75 / 33.00 / 2730.00 / 99.75

309.75
15.48
325.23
99.75
+ 4.98
104.73

136.50
2730.00
2,866.50

	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	23,586.52

INVOICE NO.	ACCOUNT NO.	AMOUNT
764977	H31042	23,586.52

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT
THANK YOU!

Requisition

Req # 00190543

PO #

Date: 02/22/11

Bill To: x
x

Vendor : 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSPHERE CIRCLE
CHICAGO IL 60674

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

Contact: Vero Lopez
956-318-2570

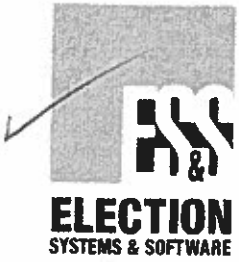
Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
70.00	each	Firmware Usage Agrmt-iVotronic	32.00	2,240.00
70.00	each	GOLD- HDW Maint/Support- iVotr	93.71	6,559.70
		Account No	Encumbrance	
		1-1283-414-00-130-010-8-336	8,799.70	
			Freight	.00
			Total	8,799.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		5/1/10		
cc 6/29/10		642537 — 4/31/11		

Authorized By: _____

RECEIVED 02 2011 PM



Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
770761	1
INVOICE DATE	
02/17/11	

BILL TO

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
H31042	HMA/FMA 2011-2012	NET 90 DA	843313	2861	ES&S DEL

QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM DISC. %	EXTENDED PRICE
	Coverage Date 05/01/11-04/30/12			
	Election Ref: NA			
~~70~~	Firmware Usage Agrmt-iVotronic	32.000000 EA		2,240.00
70	GOLD-HDW MAINT/SUPPORT-IVOTR	93.710000 EA		6,559.70

0	USD	.00
		.00
		.00
FREIGHT DISCOUNT		.00
SHIPPING & HANDLING		.00
TOTAL		8,799.70 USD

INVOICE NO.	ACCOUNT NO.	AMOUNT
770761	H31042	8,799.70 USD

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Election Systems & Software
(877) 377-8683

Requisition
W.I.C. PROGRAM

Req # 00190218
PO #
Date: 02/15/11

Consent # 3/8/11

Bill To: x
x

Vendor : 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 660345
DALLAS TX 75266-0345
FAX (956)781-5572

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TRASH BIN FOR PHARR WIC CLINIC 1204, 1903 N. FIR, PHARR, TX DO NOT DUPLICATE ORDER		
7.00	MONTH	OM NEW ONGOING COMMERCIAL SERVICE AGREEMENT TRASH BIN 4 YD FOR THE PHARR WIC 1204, 1903 N. FIR, PHARR, TX 78577	78.28	547.96
1.00				.00
		Account No	Encumbrance	
		1-1292-441-00-350-001-1-421	547.96	
			Freight	.00
			Total	547.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WASTE MANAGEMENT 19028

SERVICE AGREEMENT
NON-HAZARDOUS WASTES
COMMERCIAL

SIC CODE: - -8099
Temp or Perm PERM

Waste Management of Texas Inc.
1901 Afton Rd. Houston, TX 77055

Houston	San Antonio	Rio Grande Valley
Pasadena	Austin	Angleton
Conroe	Centex	Victoria

Phone: (713) 686-6666 or (800) 800-5804

Sales Rep/Territory #
WM AGREEMENT NO.
CUSTOMER ACCOUNT 717-
REASON CODE N B G
EFFECTIVE DATE 02.15.2011

ACCOUNT NAME	PHARR WIC CLINIC
SERVICE ADDRESS	1903 N. FIR
CITY, ST ZIP	PHARR, TX 78577
COUNTY	INSIDE CITY LIMITS (Y)
TEL #	956.381.4646 FAX # 956.381.0017
CONTACT	MARGARITA
EMAIL	

BILLING NAME	PHARR WIC CLINIC
BILLING ADDRES	3105 W. UNIVERSITY DR.
CITY, ST	EDINBURG, TX 78539
COUNTY	
TEL #	956.381.4646 FAX# 956.381.0017
CONTACT	MARGARITA
EMAIL	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)	
	FL	1	4				1		M T W H F S U	$ 78.28	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
Driver Notes										$ Total	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐

NEW
OLD

SPECIAL INSTRUCTIONS	WM AGREEMENT NO.

COD - EZ PAY CONFIRM#		RENEWABLE	
COD – EZ PAY $		TERM (Months)	FRANCHISE
P.O. NUMBER	-	BILL TO ACCT #	-
MUNI CODE	PHARR	DISPOSAL SITE	-
TAXABLE (Y/N)		TAX CODE	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

SCHEDULE OF CHARGES

Service Charge per Month*		$ 78.28
Casters/Locks	Monthly or one time charge	$
Extra Pickup Charges		
	Per Lift if different than standard	$ 61.80
Delivery Charge		$
Reinstate Charge		$ Standard
Removal Charge		$
Trip Charge		$ N/A
		$
Container Exchange Charge		$ FF

*A fuel surcharge calculated as a percentage of the charge(s), will be included on your invoice. Information about the Fuel Surcharge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the charges.

TERMS: NET 10 DAYS

CUSTOMER

(AUTHORIZED SIGNATURE) Hon. Ramon Garcia
(TITLE) County Judge
(DATE) 2/22/11

CONTRACTOR

(AUTHORIZED SIGNATURE)

TERRITORY NUMBER

WASTE MANAGEMENT

DO'S AND DON'TS OF CONTAINER CARE

DO'S

- Containerize (bag-paper/plastic, or box) all loose trash such as paper, Styrofoam, packing peanuts, etc.
- Double bag all putrescible waste, i.e. restaurant waste (pre-drain off all liquids).
- Sanitize container at least once a week with PINESOL and/or CLOROX solution, to maintain the container in compliance with Health Department regulations.
- Keep lids closed and locked (if applicable) at all times. Locking dumpsters will prevent unauthorized persons from using the service you pay for
- Report any container or service problems immediately to the customer service department of your disposal company.

DON'TS

- Put non-compactable items in the container. This includes but is not limited to wood, furniture, mattresses, metal shelving, carpenter/construction material (i.e. roofing debris, shingles, sheetrock, bricks, dirt, sand, concrete, etc.).
- Put manure, glass, tires, batteries, paint, special waste, appliances with freon in them in the container.
- Overload container. Lids must be closed to prevent spillage while the container is emptied.
- Block container or enclosure area. The area in front of the container must be clear of vehicles and/or debris for the driver to service container.
- Don't put any FLAMMABLE WASTE, CORROSIVE WASTE (that which is unstable or undergoes rapid or violent chemical reaction with water or other materials), or TOXIC WASTE (that which contains high concentration of heavy metals, such as lead, mercury, or cadmium or fluorescent light bulbs) in the container.

You are a valued customer who expects the highest quality container, and with your cooperation, we can achieve this together. Should you have any questions or concerns regarding the guidelines, please contact your Sales Representative.

X _____
Customer Signature

2/22/11
Date

X Hon. Ramon Garcia County Judge
Print Name

710

WAIVER OF LIABILITY

Waste Management of Texas, Inc. (Contractor)

Customer has engaged Contractor to provide waste collection services at property owned, controlled, or managed by Customer. Customer understands that Contractor uses large trucks to collect and transport the waste, and that the trucks must ingress and egress the property. Customer hereby RELEASES, ACQUITS, AND FOREVER DISCHARGES Contractor from all damages, claims, liability, costs, and expenses, including cost of repair or replacement, to the automated gates, concrete structures, enclosure (corral), landscaping, or drainage systems, that may be incurred as a result of Contractor's proper performance of the waste collection services.

Contractor request that all sensors be placed on a ten second or more delay to allow our trucks to enter/exit the above property.

Hon. Ramon Garcia County Judge 2/22/11

Customer's Signature Date

Contractor's Signature Date

Window on State Government

Term Contract - Contractor List

Contract: 550-A2

Contractor VID	Contractor Name	HUB	Ethnicity/ Gender	Contact Name	
11327624885	SIEMENS INDUSTRY INC., BUILDING TECHNOLO	N		GOUTHAM R LINGANNAGARI	8004 CAMI AUSTIN TX
12219333072	POTTERS INDUSTRIES INC	N		YVONNE HARRIS	PO BOX 84 FORGE PA
13110346247	ATHENS TECHNICAL SPECIALISTS INC	N		JOHN DOSSMAN	8157 US H ATHENS C
13302178242	TRAFFIX DEVICES INC	N		JULIE EDWARDS	160 AVENI SAN CLEM
13633181741	BONE SAFETY SIGNS	N		CHRIS GOODE, VICE PRESIDENT SALES	6450 INDU ALPHARE
14104177754	3M	N		MATTHEW BIGNELL	3M CNTR I USA ST F
15617365521	FLINT TRADING INC	N		TIM MONTGOMERY / MGR INSIDE SALES	115 TODD THOMASV
17424802472	TECHLINE INC	N		JACE BRAZIEL	9609 BECH AUSTIN TX
17426073957	IMPACT RECOVERY SYSTEMS INC	N		TRACY WENCKA	4955 STOU ANTONIO
17427212984	WENZEL WENZEL & ASSOC INC	Y	WO F	CONNIE J WENZEL	1332 AZAL BRAUNFEI
17522290851	CENTERLINE SUPPLY, LTD.	N		JEFF TUMLINSON	530 JESSE PRAIRIE T
17525203414	PARADIGM TRAFFIC SYSTEMS INC	N		PRESIDENT / JERRY PRIESTER	PO BOX 5 ARLINGTC
17601968344	TRAFFIC PARTS INC	N		PHYLLIS DAY	PO BOX 8 77383-083
18410510145	WANCO INC	N		SCOTT RISBY	5870 TENN USA ARV
36966966966	TEXAS CORRECTIONAL INDUSTRIES	N		LAURA ECHOLS @ 936/437-8654 - FAX 936/437-8679	PO BOX 4(HUNTSVIL

Window on State Government
Susan Combs Texas Comptroller of Public Accounts

Web Site Survey

NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

Contract Terms and Instructions

550-A2 TRAFFIC CONTROL DEVICES, MARKERS, DELINEATORS

Start Date: 10/2010

End Date: 8/2013

Item Descriptions and Pricing

Contractor Information

A. CONTRACT NO. 550-A2 – Traffic Control Devices, Markers, Delineators

B. HOW TO ORDER:
Enter requisition(s) into the TxSmartBuy on-line ordering system. Only purchase orders issued through TxSmartBuy are eligible for contract pricing.

The Contractor agrees not to ship any materials until issuance of a Purchase Order through TxSmartBuy by the State Agency, Higher Education, or Cooperative member.

C. TERM OF CONTRACT: October 1, 2010 through August 31, 2013

RENEWAL OPTIONS:
1st Renewal Period: September 1, 2013 through August 31, 2014
2nd Renewal Period: September 1, 2014 through August 31, 2015

D. SPECIFICATIONS: The detailed material specifications and other technical documents referenced throughout these instructions can be accessed by going to one of the links listed below:

ITEM SPECIFICATIONS (PDF)
INSTRUCTIONS ON HOW TO ACCESS TXDOT TECHNICAL SPECIFICATIONS (PDF)

E. DELIVERY DAYS ARO: Each line item in TxSmartBuy reflects delivery days after receipt of order (ARO) under normal conditions. "Delivery Days" means calendar days, unless otherwise specified. Delivery does not occur until the Contractor delivers products or materials in full compliance with the specifications to Customer's F.O.B. destination point, unless delivery is specifically accepted, in whole or in part, by the Customer.

F. SHIPPING INFORMATION: All shipping shall be F.O.B. destination Freight Prepaid and Allowed. Prices include all shipping and handling fees unless stated otherwise. All shipments shall include a packing list indicating Purchase Order (PO) number, Item Number ID, Quantity Ordered, Quantity in Shipment, Number of Packages and Back Order Quantity if applicable.

G. WARRANTY: The Contractor shall offer a product warranty equal or better than the standard warranty offered by the manufacturer. Additional warranty requirements shall be in accordance with Detailed Specifications referenced in Section D. Contractor shall furnish warranty documentation on products with each delivery, or within 5 business days from the request by the Customer.

H. SUBSTITUTIONS: During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager

in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager for the substitution before making delivery.

I. PRODUCT ACCEPTANCE: Product listed in this contract may require the Contractor to submit pre-shipment samples for testing and approval by the Customer. The testing requirements shall be in accordance with Detailed Specifications referenced in Section C. The order cannot be shipped until the Customer authorizes the shipment. The time required for testing will vary depending upon the item but will normally not exceed 30 days after receipt of the sample.

J. CPA CONTRACT MANAGEMENT: Questions regarding technical specifications, pre-award determinations, contract management issues, price changes, amendments, technical specifications should be directed to the Point Of Contact (POC):

Bobby Pounds, CTCM
TPASS Contract Manager
Texas Comptroller of Public Accounts (CPA)
Phone: (512) 463-4941
Fax: (512) 475-0851
E-mail: bobby.pounds@cpa.state.tx.us

K. ADDING NEW PRODUCTS TO THE CONTRACT: Following the contract award, additional products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Customers are encouraged to request additional items to be added by contacting the Point of Contact (POC).

L. CONTRACTOR PERFORMANCE:

The Comptroller of Public Accounts (CPA) administers a vendor performance program for use by all ordering entities per Texas Government Code, Title 10, Subtitle D, Section 2155.077. The Vendor Performance and Debarment Program relies on the ordering entity's participation in gathering information on vendor performance. Ordering Entities shall report vendor performance on purchases over $25,000 from contracts administered by the commission or any other purchase over $25,000 made through delegated authority granted by CPA (TAC 20.108). Agencies are additionally encouraged to report vendor performance on purchases under $25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.

The purpose of the Vendor Performance Tracking System is to:

1. Identify vendors that have exceptional performance.
2. Aid purchasers in making a best value determination based on vendor past performance.
3. Protect the state from vendors with unethical business practices.
4. Provide performance scores in four measurable categories for the CMBL vendors.
5. Track vendor

Required Plug-ins

[Adobe Reader]

SERVICE AGREEMENT
NON-HAZARDOUS WASTES
COMMERCIAL

SIC CODE: - 7999 -
Temp or Perm PERM

Waste Management of Texas Inc.
1901 Afton Rd. Houston, TX 77055

Houston	San Antonio	Rio Grande Valley
Pasadena	Austin	Angleton
Conroe	Centex	Victoria

Phone: (713) 686-6666 or (800) 800-5804

Sales Rep/Territory #
WM AGREEMENT NO.
CUSTOMER ACCOUNT 717-2369
REASON CODE
EFFECTIVE DATE 3/3/2011

ACCOUNT	
NAME	HIDALGO COUNTY PCT 2 PARKS
SERVICE ADDRESS	300 W. HALL ACres STE G
CITY, ST ZIP	PHARR TX / 78577
COUNTY	
TEL #	956-787-1891 FAX #
CONTACT	HORTENCIA GOMEZ
EMAIL	

BILLING	
NAME	HIDALGO COUNTY PCT 2 PARKS
BILLING ADDRESS	300 W HALL ACRES STE G
CITY, ST	PHARR TX / 78577
COUNTY	
TEL #	956-787-1891 FAX#
CONTACT	HORTENCIA GOMEZ
EMAIL	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)	
N	FL	1	3	-	-	-	1	-	M X T W H F S U	$ 60.12	Month Lift ☐ ☐
E									M T W H F S U	$	Month Lift ☐ ☐
W									M T W H F S U	$	Month Lift ☐ ☐
									M T W H F S U	$	Month Lift ☐ ☐
Map Code/ Driver Notes											Month Lift ☐ ☐
O				-	-	-		-	M T W H F S U	$	Month Lift ☐ ☐
L									M T W H F S U	$	Month Lift ☐ ☐
D									M T W H F S U	$	Month Lift ☐ ☐
									M T W H F S U	$	Month Lift ☐ ☐

SPECIAL INSTRUCTIONS	WM AGREEMENT NO.

COD - EZ PAY CONFIRM#		RENEWABLE	Y
COD – EZ PAY $		TERM (Months)	36
P.O. NUMBER		BILL TO ACCT #	-
MUNI CODE		DISPOSAL SITE	-
TAXABLE (Y/N)		TAX CODE	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

SCHEDULE OF CHARGES

Service Charge per Month*	$	60.12
Casters/Locks Monthly or one time fee	$	
Extra Pickup Charges	$	Standard
Per Lift if different than standard	$	
Delivery Charge	$	
Reinstate Charge	$	Standard
Removal Charge	$	
Trip Charge	$	N/A
	$	
Container Exchange Charge	$	Standard

*Prices do not include Taxes, Franchise Fees, Fuel or Environmental Charges

TERMS: NET 10 DAYS

CUSTOMER

X
(AUTHORIZED SIGNATURE)

X
(TITLE) (DATE)

NAME (PRINT OR TYPE) X

CONTRACTOR

(AUTHORIZED SIGNATURE)

TERRITORY NUMBER

NAME (PRINT OR TYPE)

Requisition

Req # 00191018

PO #

Date: 03/02/11

Bill To: x
x

Vendor : 344478
PITNEY BOWES INC.
P.O. BOX 371896
PITTSBURGH PA 15250-7896

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: MSIFUENTES
956-289-7853

Contract No: BUYBOARD 328-09

Special Instructions:
REQ # 199

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		MONTHLY LEASE OF NEW MAIL MACHINE FOR MAIL ROOM		.00
10.00	EACH	CONNECT+ 2000 SERIES	240.00	2,400.00
10.00	EACH	CONNECT + SERIES METER	55.00	550.00
10.00	EACH	CONNECT + LASER PRINTER ENABLED	5.00	50.00
1.00	EACH	130/70 LPM FEATURE	.00	.00
10.00	EACH	300 DEPT ACCOUNTING	13.00	130.00
1.00	EACH	COLOR GRAPHICS PRINTING	.00	.00
10.00	EACH	CONNECT + 2000 COLOR PRINTER	61.00	610.00
1.00	EACH	E-RETURN RECEIPT FEATURE	.00	.00
1.00	EACH	STANDARD APPS CENTER	.00	.00
10.00	EACH	CONNECT+ POWER STACKER	53.00	530.00
1.00	EACH	CONNECT + DROP STACKER	.00	.00
10.00	EACH	CONFIRMATION SERVICES TRAINING/HV	2.00	20.00
10.00	EACH	CONNECT+ VBS TRAINING	3.00	30.00
1.00	EACH	CONNECT+ VBS WELCOME KIT	.00	.00
10.00	EACH	BARCODE SCANNER	33.00	330.00
10.00	EACH	INTELLILINK SUBSCRIPTION	40.00	400.00
10.00	EACH	DIFFERENTIAL WEIGHING FOR 2LB, 5LB, OR 10LB SCALE	5.00	50.00
1.00	EACH	15LB SCALE PLATFORM/STAND	.00	.00
10.00	EACH	WIRELESS KEYBOARD	5.00	50.00
10.00	EACH	PRINTER	23.00	230.00
10.00	EACH	CONNECT+ VBS TRAINING	3.00	30.00
10.00	EACH	CONNECT+ VBS WELCOME KIT	.00	.00
10.00	EACH	BARCODE SCANNER	33.00	330.00
10.00	EACH	INTELLILINK SUBSCRIPTION	40.00	400.00
10.00	EACH	DIFFERNTAIL WEIGHING FOR 15LB OR 30LB SCALE	9.00	90.00
1.00	EACH	15LB SCALE PLATFORM/STAND	.00	.00
10.00	EACH	WIRELESS KEYBOARD	5.00	50.00
10.00	EACH	PRINTER	23.00	230.00
10.00	EACH	INVIEW MMS SETUP FEE	.00	.00

Authorized By: _____

Requisition

Req # 00191018

PO #

Date: 03/02/11

Bill To: x
x

Vendor : 344478
PITNEY BOWES INC.
P.O. BOX 371896
PITTSBURGH PA 15250-7896

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
10.00	EACH	INVIEW WEB ACCOUNTING	21.00	210.00
10.00	EACH	INVIEW - SINGLE METER	.00	.00
10.00	EACH	INVIEW REPORTING	.00	.00
10.00	EACH	INVIEW SUBSCRIPTION	.00	.00
10.00	EACH	INVIEW TRAINING	.00	.00
10.00	EACH	CONNECT+ 1000 SERIES	129.00	1,290.00
10.00	EACH	CONNECT+ SERIES METER	55.00	550.00
10.00	EACH	CONNECT+ LASER PRINTER ENABLED	5.00	50.00
10.00	EACH	130 LPM FEATURE	.00	.00
10.00	EACH	5LB INTERFACED WEIGHING	35.00	350.00
10.00	EACH	300 DEPT ACCOUNTING	13.00	130.00
10.00	EACH	CONNECT+ MONO PRINTER	24.00	240.00
10.00	EACH	E-RETURN RECEIPT FEATURE	.00	.00
10.00	EACH	STANDARD APPS CENTER	.00	.00
10.00	EACH	15LB INTERFACED WEIGHING	49.00	490.00
		Account No	Encumbrance	
		1-1100-419-60-125-010-0-780	9,820.00	
			Freight	.00
			Total	9,820.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PITNEY BOWES GLOBAL FINANCIAL SERVICES
STATE & LOCAL FAIR MARKET VALUE LEASE AGREEMENT
TXBUYBOARD CONTRACT 328-09

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1356	EDINBURG	TX	78540-1356
Billing Address: Street	City	State	Zip+4
		15611451863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N CLOSNER BLVD 1ST FL /MAIL ROOM	EDINBURG	TX	78541-3564
Installation Address (*If different from billing address*): Street	City	State	Zip+4
		41882640208	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Your Business Needs

Qty		Business Solution Description	
		Mail Stream Solution - 3	
1	#	Connect+ 2000 Series	$240
1		Connect+ Series Meter	$55
1		Connect+ Laser Printer Enabled	$5
1		130/70 LPM Feature	$0
1		15 lb Interfaced Weighing	$49
1		300 Dept Accounting	$13
1		Color Graphics Printing	$0
1	#	Connect+ 2000 Color Printer	$61
1		e-Return Receipt Feature	$0
1		Standard Apps Center	$0
1	#	Connect+ Power Stacker	$53
		Additional Items on following page -INITIAL_____	

Check items to be included in customer's payment

Service Level Agreement

- [X] **Tier 1** - *Provides repair and maintenance service for equipment("Standard SLA")*
- [ ] **Tier 2** - *Provides Standard SLA plus Training and printhead replacement*
- [ ] **Tier 3** - *Provides Tier 2 plus Guaranteed 4 Hour Response Time*
- [X] **Connect+™ Advantage** (eligible items are indicated by #)
- [ ] **Software Maintenance (additional terms apply)** - *Provides revision updates & technical assistance*
- [X] **Soft-Guard® Subscription** - *Provides postal and carrier updates*
  If you do not choose Soft-Guard® protection with your lease, you will automatically receive updates at PBI's current rates.
- [X] **IntelliLink® Subscription/ Meter Rental** - *Provides simplified billing and includes postage resets*
  (x) **Value Based Services**
  ( ) **Purchase Power® credit line**
- [ ] **Permit Mail Payment Service** - *Allows you to consolidate permit postage with metered postage under one account.* As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

Your Payment Plan

Number of months		Monthly amount	Billed Quarterly at*
First	48	$982	$2,946

*Does not include any applicable taxes.

( ) Required advance check of $( ) received
( ) Tax exempt certificate attached

Your Signature

You agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 11/10), which are available at www.pb.com/terms and are incorporated by reference. The Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Signature	Date	
Hon Ramon Garcia	County Judge	
Print Name	Title	Email Address
Boyd Hering/Stanford Todd	042	
Account Rep	District Office	PBGFS Acceptance

PITNEY BOWES GLOBAL FINANCIAL SERVICES
STATE & LOCAL FAIR MARKET VALUE LEASE AGREEMENT

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1356	EDINBURG	TX	78540-1356
Billing Address: Street	**City**	**State**	**Zip+4**
		15611451863	
Billing Contact Name	**Billing Contact Phone #**	**Billing CAN #**	
100 N CLOSNER BLVD 1ST FL /MAIL ROOM	EDINBURG	TX	78541-3564
Installation Address (*If different from billing address*): Street	**City**	**State**	**Zip+4**
		41882640208	
Installation Contact Name	**Installation Contact Phone #**	**Installation CAN #**	
Credit Card #	**Name on card**	**Exp date**	**Type of card**
Tax exempt #	**State tax (if applicable)**	**Fiscal period (from - to)**	

Your Business Needs

1		Connect+ Drop Stacker	$0
1		Confirmation Services Training/HV	$2
1		Connect+ VBS Training	$3
1		Connect+ VBS Welcome Kit	$0
1	#	Barcode Scanner	$33
1		IntelliLink Subscription	$40($25 & &15)
1		Differential Weighing for 2 lb, 5 lb, or 10 lb Scale	$5
1		15lb Scale Platform/Stand	$0
1		Wireless Keyboard	$5
1	#	Printer	$23

PITNEY BOWES GLOBAL FINANCIAL SERVICES
STATE & LOCAL FAIR MARKET VALUE LEASE AGREEMENT

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1356	EDINBURG	TX	78540-1356
Billing Address: Street	City	State	Zip+4
		15611451863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N CLOSNER BLVD 1ST FL /MAIL ROOM	EDINBURG	TX	78541-3564
Installation Address (*If different from billing address*): Street	City	State	Zip+4
		41882640208	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Your Business Needs

1		Connect+ VBS Training	$3
1		Connect+ VBS Welcome Kit	$0
1	#	Barcode Scanner	$33
1		IntelliLink Subscription	$40 ($25 & $15)
1		Differential Weighing for 15 lb or 30 lb Scale	$9
1		15lb Scale Platform/Stand	$0
1		Wireless Keyboard	$5
1	#	Printer	$23
1		INVIEW MMS Setup Fee	$0
1		INVIEW Web Accounting	$21
1		INVIEW - Single Meter	$0
1		INVIEW Reporting	$0

Additional Items on following page INITIAL_____

PITNEY BOWES GLOBAL FINANCIAL SERVICES
STATE & LOCAL FAIR MARKET VALUE LEASE AGREEMENT

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1356	EDINBURG	TX	78540-1356
Billing Address: Street	City	State	Zip+4
		15611451863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N CLOSNER BLVD 1ST FL /MAIL ROOM	EDINBURG	TX	78541-3564
Installation Address (*If different from billing address*): Street	City	State	Zip+4
		41882640208	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Your Business Needs

1		INVIEW Subscription	$0
1		INVIEW Training	$0
		Mail Stream Solution - 4	
1	#	Connect+ 1000 Series	$129
1		Connect+ Series Meter	$55
1		Connect+ Laser Printer Enabled	$5
1		130 LPM Feature	$0
1		5 lb Interfaced Weighing	$35
1		300 Dept Accounting	$13
1	#	Connect+ Mono Printer	$24
1		e-Return Receipt Feature	$0
1		Standard Apps Center	$0
		Additional Items on following page	INITIAL_____

Requisition

Req # 00189551

PO #

Date: 02/04/11

Bill To: x
x

Vendor : 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 660345
DALLAS TX 75266-0345
FAX (956)781-5572

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
R-0103

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ROAD ADMINISTRATION DEPARTMENT DO NOT DUPLICATE ORDER		
12.00	MONTH	3YD FEL (1) FOR SERVICE LOCATION	60.12	721.44
		301 E. STATE (OLD ADMINISTRATION OFFICE)		
		Account No	Encumbrance	
		1-1200-431-00-122-005-0-421	721.44	
			Freight	.00
			Total	721.44
		BLANKET PO FOR WASTE DISPOSAL SERVICES FOR THE OFFICES		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Send My Account.

cc. 3/3/11

Authorized By: _____

SERVICE AGREEMENT
NON-HAZARDOUS WASTES
COMMERCIAL

SIC CODE: 7999
Temp or Perm: Perm

Waste Management of Texas Inc.
1901 Afton Rd. Houston, TX 77055

Houston	San Antonio	Rio Grande Valley
Pasadena	Austin	Angleton
Conroe	Centex	Victoria

Phone: (713) 686-6666 or (800) 800-5804

Sales Rep/Territory # 800
WM AGREEMENT NO.
CUSTOMER ACCOUNT 717-62
REASON CODE N B G
EFFECTIVE DATE 11/24/1993

ACCOUNT	
NAME	HIDALGO COUNTY PCT 2
SERVICE ADDRESS	301 E STATE
CITY, ST ZIP	PHARR, TX 78577
COUNTY	HIDALGO INSIDE CITY LIMITS (Y/N)
TEL #	956-787-1891 FAX #
CONTACT	MATY 956 318 2626 / HARNICIA
EMAIL	MATILDE.SAZ@CO.HIDALGO.TX.US

BILLING	
NAME	HIDALGO COUNTY PCT 2
BILLING ADDRES	301 W HALL ACRES STE G
CITY, ST	PHARR, TX 78577
COUNTY	
TEL #	956-318-2511 FAX#
CONTACT	JODY - AP
EMAIL	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)	
	CM	1	3FL	YES	-	-	1	-	M T W H F S U	$ 60.12	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐
Driver Notes										$ Total 60.12	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐
									M T W H F S U	$	Month / Lift ☐

SPECIAL INSTRUCTIONS — **WM AGREEMENT NO.**

NOT BINDING. LOCATION IS INSIDE CITY LIMITS SO CST IS IN FRANCHISED AREA

COD - EZ PAY CONFIRM#		RENEWABLE	YES
COD - EZ PAY $		TERM (Months)	36
P.O. NUMBER	-	BILL TO ACCT #	
MUNI CODE		DISPOSAL SITE	-
TAXABLE (Y/N)	NO	TAX CODE	NON

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

SCHEDULE OF CHARGES

Service Charge per Month*	$	60.12
Casters/Locks — Monthly or one time charge	$	
Extra Pickup Charges		Standard
Per Lift if different than standard	$	N/A
Delivery Charge	$	N/A
Reinstate Charge	$	Standard
Removal Charge	$	N/A
Trip Charge	$	N/A
Franchise Fee	$	N/A
Container Exchange Charge	$	N/A

*Prices do not include Taxes, Franchise Fees, Fuel or Environmental Charges.

TERMS: NET 10 DAYS

CUSTOMER

(AUTHORIZED SIGNATURE)

(TITLE) (DATE)

NAME (PRINT OR TYPE)

CONTRACTOR

(AUTHORIZED SIGNATURE)

#800 MUNICIPAL SALES
TERRITORY NUMBER

NAME (PRINT OR TYPE)

vmankel #705
Commercial

WASTE MANAGEMENT

DO'S AND DON'TS OF CONTAINER CARE

TRASH

DO'S

- Containerize (bag-paper/plastic, or box) all loose trash such as paper, Styrofoam, packing peanuts, etc.
- Double bag all putrescible waste, i.e. restaurant waste (pre-drain off all liquids).
- Sanitize container at least once a week with PINESOL and/or CLOROX solution, to maintain the container in compliance with Health Department regulations.
- Keep lids closed and locked (if applicable) at all times. Locking dumpsters will prevent unauthorized persons from using the service you pay for.
- Report any container or service problems immediately to the customer service department of your disposal company.

DON'TS

- Put non-compactable items in the container. This includes but is not limited to wood, furniture, mattresses, metal shelving, carpenter/construction material (i.e. roofing debris, shingles, sheetrock, bricks, dirt, sand, concrete, etc.).
- Put manure, glass, tires, batteries, paint, special waste, appliances with freon in them in the container.
- Overload container. Lids must be closed to prevent spillage while the container is emptied.
- Block container or enclosure area. The area in front of the container must be clear of vehicles and/or debris for the driver to service container.
- Don't put any FLAMMABLE WASTE, CORROSIVE WASTE (that which is unstable or undergoes rapid or violent chemical reaction with water or other materials), or TOXIC WASTE (that which contains high concentration of heavy metals, such as lead, mercury, or cadmium or fluorescent light bulbs) in the container.

You are a valued customer who expects the highest quality container, and with your cooperation, we can achieve this together. Should you have any questions or concerns regarding the guidelines, please contact your Sales Representative.

X _____ _____

Customer Signature Date

X _____

Print Name

COLLECTION SERVICE AGREEMENT

TERMS AND CONDITIONS

ROll OFF + TEMP

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer 's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (1) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written notice (See Section 10. Notification) of termination at least sixty (60) days prior to the termination of the then-existing Term.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five (5) business days of its receipt of a written demand from Customer (See Section 10. Notification), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Written notice of any changes in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's waste, or (2) as a result of the disposal of Customer's waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials or caused by Customer's willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; and (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

10. NOTIFICATION. All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested [redacted] to the attention of Sales Manager [redacted]

KD

Customer

(Authorized Signature)

(Title) (Date)

Matilde Faz

From: Alarcon, Veronica [VAlarcon@wm.com]
Sent: Wednesday, March 02, 2011 8:34 AM
To: Matilde Faz
Subject: RE: Test

These locations are inside city limits therefore no contract terms are applicable. You can open and close your accounts at your discretion. Our contract is with the City of Pharr not with you individually.

From: Alarcon, Veronica
Sent: Wednesday, March 02, 2011 8:31 AM
To: 'Matilde Faz'
Subject: RE: Test

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, March 02, 2011 8:27 AM
To: Alarcon, Veronica
Subject: Test

Thanks a lot for all your help Ms. Veronica.

Your prompt and favorable consideration to this matter would be deeply appreciated.

Matilde (Maty) Faz
Purchase Order Specialist II
Hidalgo County Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ (956) 318-2626 ext. 4854
(956) 318-2629
matilde.faz@co.hidalgo.tx.us

"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"

Always remember to forget the troubles that pass your way; but never forget the blessings that come each day.

Waste Management recycles enough paper every year to save 41 million trees. Please recycle any printed emails.

Requisition

Req # 00189857

PO #

Date: 02/09/11

Bill To: x
x

Vendor : 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 660345
DALLAS TX 75266-0345
FAX (956)781-5572

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
R-0108

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ROAD ADMINISTRATION DEPARTMENT DO NOT DUPLICATE ORDER		
12.00	MONTH	3YD FEL (1) FOR SERVICE LOCATION 300 WEST HALL ACRES SUITE G (NEW ADMINISTRATION OFFICE)	60.12	721.44
		Account No	Encumbrance	
		1-1200-431-00-122-005-0-421	721.44	
			Freight	.00
			Total	721.44
		BLANKET PO FOR WASTE DISPOSAL SERVICES FOR THE OFFICES		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

C.C. 3/01/11

13956

Authorized By: _____

SERVICE AGREEMENT
NON-HAZARDOUS WASTES
COMMERCIAL

SIC CODE: - 7999 -
Temp or Perm PERM

Waste Management of Texas Inc.
1901 Afton Rd. Houston, TX 77055

Houston	San Antonio	Rio Grande Valley
Pasadena	Austin	Angleton
Conroe	Centex	Victoria

Phone: (713) 686-6666 or (800) 800-5804

Sales Rep/Territory #
WM AGREEMENT NO.
CUSTOMER ACCOUNT 717-2369
REASON CODE
EFFECTIVE DATE 3/3/2011

ACCOUNT NAME	HIDALGO COUNTY PCT 2 PARKS
SERVICE ADDRESS	300 W. Hall Acres Ste G
CITY, ST ZIP	PHARR TX / 78577
COUNTY	
TEL #	956-787-1891 FAX #
CONTACT	HORTENCIA GOMEZ
EMAIL	

BILLING NAME	HIDALGO COUNTY PCT 2 PARKS
BILLING ADDRESS	300 W HALL ACRES STE G
CITY, ST	PHARR TX / 78577
COUNTY	
TEL #	956-787-1891 FAX#
CONTACT	HORTENCIA GOMEZ
EMAIL	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)	
N	FL	1	3	-	-	-	1	-	M X T W H F S U	$ 60.12	Month / Lift
E									M T W H F S U	$	Month / Lift
W									M T W H F S U	$	Month / Lift
									M T W H F S U	$	Month / Lift
Map Code/ Driver Notes											Month / Lift
O				-	-	-		-	M T W H F S U	$	Month / Lift
L									M T W H F S U	$	Month / Lift
D									M T W H F S U	$	Month / Lift
									M T W H F S U	$	Month / Lift

SPECIAL INSTRUCTIONS | **WM AGREEMENT NO.**

COD - EZ PAY CONFIRM#		RENEWABLE	Y
COD - EZ PAY $		TERM (Months)	36
P.O. NUMBER		BILL TO ACCT #	-
MUNI CODE		DISPOSAL SITE	-
TAXABLE (Y/N)		TAX CODE	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

SCHEDULE OF CHARGES

Service Charge per Month*	$	60.12
Casters/Locks Monthly or one time fee	$	
Extra Pickup Charges	$	Standard
Per Lift if different than standard	$	
Delivery Charge	$	
Reinstate Charge	$	Standard
Removal Charge	$	
Trip Charge	$	N/A
	$	
Container Exchange Charge	$	Standard

TERMS: NET 10 DAYS

CUSTOMER

X
(AUTHORIZED SIGNATURE)

X
(TITLE) (DATE)

NAME (PRINT OR TYPE) X

CONTRACTOR

(AUTHORIZED SIGNATURE)

TERRITORY NUMBER

NAME (PRINT OR TYPE)

WASTE MANAGEMENT

DO'S AND DON'TS OF CONTAINER CARE

DO'S

- Containerize (bag-paper/plastic, or box) all loose trash such as paper, Styrofoam, packing peanuts, etc.
- Double bag all putrescible waste, i.e. restaurant waste (pre-drain off all liquids).
- Sanitize container at least once a week with PINESOL and/or CLOROX solution, to maintain the container in compliance with Health Department regulations.
- Keep lids closed and locked (if applicable) at all times. Locking dumpsters will prevent unauthorized persons from using the service you pay for.
- Report any container or service problems immediately to the customer service department of your disposal company.

DON'TS

- Put non-compactable items in the container. This includes but is not limited to wood, furniture, mattresses, metal shelving, carpenter/construction material (i.e. roofing debris, shingles, sheetrock, bricks, dirt, sand, concrete, etc.).
- Put manure, glass, tires, batteries, paint, special waste, appliances with freon in them in the container.
- Overload container. Lids must be closed to prevent spillage while the container is emptied.
- Block container or enclosure area. The area in front of the container must be clear of vehicles and/or debris for the driver to service container.
- Don't put any FLAMMABLE WASTE, CORROSIVE WASTE (that which is unstable or undergoes rapid or violent chemical reaction with water or other materials), or TOXIC WASTE (that which contains high concentration of heavy metals, such as lead, mercury, or cadmium or fluorescent light bulbs) in the container.

You are a valued customer who expects the highest quality container, and with your cooperation, we can achieve this together. Should you have any questions or concerns regarding the guidelines, please contact your Sales Representative.

X _____ _____

Customer Signature Date

X _____

Print Name

#718

COLLECTION SERVICE AGREEMENT

TERMS AND CONDITIONS

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer 's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written notice (See Section 10. Notification) of termination at least sixty (60) days prior to the termination of the then-existing Term.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five (5) business days of its receipt of a written demand from Customer (See Section 10. Notification), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Written notice of any changes in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's waste, or (2) as a result of the disposal of Customer's waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials or caused by Customer's willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; and (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

10. NOTIFICATION. All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested [redacted] to the attention of Sales Manager [redacted]

KD

Customer

(Authorized Signature)

(Title) (Date)

#718

Matilde Faz

From: Alarcon, Veronica [VAlarcon@wm.com]
Sent: Wednesday, March 02, 2011 8:34 AM
To: Matilde Faz
Subject: RE: Test

These locations are inside city limits therefore no contract terms are applicable. You can open and close your accounts at your discretion. Our contract is with the City of Pharr not with you individually.

From: Alarcon, Veronica
Sent: Wednesday, March 02, 2011 8:31 AM
To: 'Matilde Faz'
Subject: RE: Test

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, March 02, 2011 8:27 AM
To: Alarcon, Veronica
Subject: Test

Thanks a lot for all your help Ms. Veronica.

Your prompt and favorable consideration to this matter would be deeply appreciated.

Matilde (Maty) Faz
Purchase Order Specialist II
Hidalgo County Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ (956) 318-2626 ext. 4854
(956) 318-2629
matilde.faz@co.hidalgo.tx.us

"Life is not about waiting for the storms to pass...it 's about learning how to dance in the rain! "

Always remember to forget the troubles that pass your way: but never forget the blessings that come each day.

Waste Management recycles enough paper every year to save 41 million trees. Please recycle any printed emails.



Requisition

Req # 00189941

PO #

Date: 02/10/11

Bill To: x
x

Vendor : 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 660345
DALLAS TX 75266-0345
FAX (956)781-5572

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No:

Special Instructions:
R-0011

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PARKS & RECREATION DEPARTMENT		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	3YD FEL (1) FOR SERVICE LOCATION 1/4 MILE EAST ON ANAYA RD (LAS MILPAS PARK)	60.12	721.44
		Account No	Encumbrance	
		1-1100-452-00-122-008-0-421	721.44	
			Freight	.00
			Total	721.44
		BLANKET PO FOR WASTE DISPOSAL SERVICES FOR THE OFFICE		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

C.C.
3/8/11

Marisa
2005 Chev 3/4 Pkup.
Ref-no-5804

Authorized By: _____

WM WASTE MANAGEMENT

SERVICE AGREEMENT
NON-HAZARDOUS WASTES
COMMERCIAL

SIC CODE: 7999
Temp or Perm: Perm

Waste Management of Texas Inc.
1901 Afton Rd. Houston, TX 77055

Houston	San Antonio	Rio Grande Valley
Pasadena	Austin	Angleton
Conroe	Centex	Victoria

Phone: (713) 686-6666 or (800) 800-5804

Sales Rep/Territory # 800
WM AGREEMENT NO.
CUSTOMER ACCOUNT 717-2369
REASON CODE N B G
EFFECTIVE DATE 07/17/1997

ACCOUNT	
NAME	HIDALGO COUNTY PCT 2 PARKS
SERVICE ADDRESS	¼ MI E ANAYA RD AND
CITY, ST ZIP	PHARR, TX 78577
COUNTY	HIDALGO INSIDE CITY LIMITS (Y/N)
TEL #	956-787-1891 FAX #
CONTACT	MATY 956 318 2626
EMAIL	MATILDE.SAZ@CO.HIDALGO.TX.US

BILLING	
NAME	HIDALGO COUNTY PCT 2 PARKS
BILLING ADDRES	300 W HALL ACRES STE G
CITY, ST	PHARR, TX 78577
COUNTY	
TEL #	956-787-1891 FAX#
CONTACT	HORTENCIA GOMEZ
EMAIL	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)	
	CM	1	3FL	YES	-	-	1	-	M T W H F S U	$ 60.12	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
Driver Notes										$ Total 60.12	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐
									M T W H F S U	$	Month Lift ☐

SPECIAL INSTRUCTIONS — **WM AGREEMENT NO.**

NOT BINDING. LOCATION IS INSIDE CITY LIMITS SO CST IS IN FRANCHISED AREA

COD - EZ PAY CONFIRM#		RENEWABLE	YES
COD - EZ PAY $		TERM (Months)	36
P.O. NUMBER	-	BILL TO ACCT #	
MUNI CODE		DISPOSAL SITE	-
TAXABLE (Y/N)	NO	TAX CODE	NON

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

SCHEDULE OF CHARGES

Service Charge per Month*	$	60.12
Casters/Locks Monthly or one time charge	$	
Extra Pickup Charges		Standard
Per Lift if different than standard	$	N/A
Delivery Charge	$	N/A
Reinstate Charge	$	Standard
Removal Charge	$	N/A
Trip Charge	$	N/A
Franchise Fee	$	N/A
Container Exchange Charge	$	N/A

*Prices do not include Taxes, Franchise Fees, Fuel or Environmental Charges.

TERMS: NET 10 DAYS

CUSTOMER

(AUTHORIZED SIGNATURE)

(TITLE) (DATE)

NAME (PRINT OR TYPE)

CONTRACTOR

(AUTHORIZED SIGNATURE)

#800 MUNICIPAL SALES

TERRITORY NUMBER

NAME (PRINT OR TYPE)

vmankel #705
Commercial

WASTE MANAGEMENT

DO'S AND DON'TS OF CONTAINER CARE

TRASH

DO'S

- Containerize (bag-paper/plastic, or box) all loose trash such as paper, Styrofoam, packing peanuts, etc.
- Double bag all putrescible waste, i.e. restaurant waste (pre-drain off all liquids).
- Sanitize container at least once a week with PINESOL and/or CLOROX solution, to maintain the container in compliance with Health Department regulations.
- Keep lids closed and locked (if applicable) at all times. Locking dumpsters will prevent unauthorized persons from using the service you pay for.
- Report any container or service problems immediately to the customer service department of your disposal company.

DON'TS

- Put non-compactable items in the container. This includes but is not limited to wood, furniture, mattresses, metal shelving, carpenter/construction material (i.e. roofing debris, shingles, sheetrock, bricks, dirt, sand, concrete, etc.).
- Put manure, glass, tires, batteries, paint, special waste, appliances with freon in them in the container.
- Overload container. Lids must be closed to prevent spillage while the container is emptied.
- Block container or enclosure area. The area in front of the container must be clear of vehicles and/or debris for the driver to service container.
- Don't put any FLAMMABLE WASTE, CORROSIVE WASTE (that which is unstable or undergoes rapid or violent chemical reaction with water or other materials), or TOXIC WASTE (that which contains high concentration of heavy metals, such as lead, mercury, or cadmium or fluorescent light bulbs) in the container.

You are a valued customer who expects the highest quality container, and with your cooperation, we can achieve this together. Should you have any questions or concerns regarding the guidelines, please contact your Sales Representative.

X _____ _____

Customer Signature Date

X _____

Print Name

COLLECTION SERVICE AGREEMENT

TERMS AND CONDITIONS

ROll OFF + TEMP

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer 's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (1) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written notice (See Section 10. Notification) of termination at least sixty (60) days prior to the termination of the then-existing Term.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five (5) business days of its receipt of a written demand from Customer (See Section 10. Notification), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Written notice of any changes in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's waste, or (2) as a result of the disposal of Customer's waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials or caused by Customer's willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; and (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

10. NOTIFICATION. All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested [redacted] to the attention of Sales Manager

[redacted]

XO

Customer

(Authorized Signature)

(Title) (Date)

Matilde Faz

From: Alarcon, Veronica [VAlarcon@wm.com]
Sent: Wednesday, March 02, 2011 8:34 AM
To: Matilde Faz
Subject: RE: Test

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Thanks a lot for all your help Ms. Veronica.

Your prompt and favorable consideration to this matter would be deeply appreciated.

Matilde (Maty) Faz
Purchase Order Specialist II
Hidalgo County Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ (956) 318-2626 ext. 4854
(956) 318-2629
matilde.faz@co.hidalgo.tx.us

Req 190446

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

											1	2	3a	3b	4a	4b	
CC Date	State PurchaseOrder Date	Installation Date	Serial No.	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/18/2011	1/25/2011			122	Pct. 2 NA Hall	187675	985-L2	1/18/2011	WC743SP	$366.69	N	N	36	60	$13,200.84	$13,200.84	Capital Lease
1/18/2011	1/25/2011			122	Pct. 2 Old Off.	187677	985-L2	1/18/2011	WC743SP	$419.44	N	N	36	60	$15,099.84	$15,099.84	Capital Lease
2/1/2011	CANCELLED	CANCELLED	CANCELLED	124	Pct. 4 Adm.	188337	985-L2	1/18/2011	W7556P	$661.43	N	N	48	60	$31,748.64	$31,748.64	Capital Lease
2/1/2011				240	Health Dept	188590	TASB 299-08	2/1/2011	MP4001SP	$235.00	N	N	36	60	$8,460.00	$6,831.00	Capital Lease
2/1/2011				240	Health Dept	188590	TASB 299-08	2/1/2011	MP5001SP	$272.00	N	N	36	60	$9,792.00	$7,908.00	Capital Lease
2/1/2011	2/1/2011			140	Tax Off-Coll.	188165	985-L2	2/1/2011	WC3550X	$93.51	N	N	36	60	$3,366.36	$3,355.92	Capital Lease
2/1/2011	2/1/2011			140	Tax Off-Fraud	188245	985-L2	2/1/2011	WC3550X	$93.51	N	N	36	60	$3,366.36	$3,355.92	Capital Lease
2/14/2011	2/22/2011			330	Juvenile-Intake	189455	985-L2	2/14/2011	WC3550X	$82.01	N	N	48	60	$3,936.48	$3,937.44	Capital Lease
2/14/2011	2/22/2011			3308	Juvenile-Boot Camp	189460	985-L2	2/14/2011	WC3550X	$82.01	N	N	48	60	$3,936.48	$3,937.44	Capital Lease
2/14/2011															$0.00		
3/1/2011	TASB 299-08			121	Pct. 1-Parks		TASB 299-08	2/22/2011	RA MP 2851	$114.00	N	N	48	60	$5,472.00	$4,682.00	Capital Lease
3/1/2011	TASB 299-08			121	Pct. 1-Sanitation		TASB 299-08	2/22/2011	RA MPC2551	$112.00	N	N	48	60	$5,376.00	$4,208.00	Capital Lease
3/1/2011				124	Pct. 4 Adm.		985-L2	3/1/2011	WC 7556	$657.60	N	N	48	60	$31,564.80	$31,564.80	Capital Lease
3/1/2011	TASB 328-09				FMgmt.-Mail Room		328-09	3/1/2011	IntelliLink	$982.00	N	N	48	60	$47,136.00	$23,442.60	Capital Lease
															$0.00		
															$0.00		
															$0.00		
															$0.00		
															$0.00		
															$0.00		
															$0.00		
															$0.00		

"Life is not about waiting for the storms to pass...it 's about learning how to dance in the rain! "

Always remember to forget the troubles that pass your way: but never forget the blessings that come each day.

Waste Management recycles enough paper every year to save 41 million trees. Please recycle any printed emails.

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 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
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	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
1/18/2011	Cartridge World	Office Paper Products	293-08	5/1/2008-4/30/11
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	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
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
	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
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	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
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	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
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Radio Communication Products	285-08	4/1/2008-3/31/2011

		Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	325-09 289-08	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	1st 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
3/8/2011	***Impact Recovery Systems, Inc.***	**Traffic Control Devices, Markers, Delineators**	**550-A2**	**10/2010-8/2013**
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Konica 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
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-5/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	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
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 3/2011
	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
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
12/28/2010	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	508 592	5/10/2011

6/29/2010	CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364	
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	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	
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	264 1469 1585	 10/22/2014 8/17/2011-8/17/2014
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011

	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013
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
	All Steel 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
1/25/2011	DMI Furniture, Inc.	Office Furniture	5-7110220	5/24/2005-5/6/2011
	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
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	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
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
	Kimball International Marketing	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
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	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
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	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	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies	1032609	3/26/2011

		Computer Equipment, Components & Peripherals	1072309	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
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	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	7/12/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
	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	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	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
	A & B Communications	Communications Equipment & Services	RA01-08	
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
12/13/2010	Kustom Signals, Inc.	Emergency Equipment & Supplies (Law Enforcement	EF 04-09	4/1/2009-3/31/2011
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	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

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

AI-25537 **11.E.**

Mattresses for disposal by destruction through landfill

CC CONSENT

Date:	03/07/2011
Submitted By:	Eugenia Andrade, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Pursuant to Texas Local Government Code, Chapter, 263, Section 151, declaration as salvage 26 mattresses (from the former Rudy de la Vina Juvenile Facility) for for the purpose of destruction at the City of Edinburg Landfill .

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

0 Impact no revenue or expenditure to dispose of mattressess.
No fiscal impact.

Attachments

Link: Disposal of Mattressess

Link: Disposal Code 263.151

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 01:55 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/02/2011 03:29 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Eugenia Andrade Started On: 02/28/2011 04:25 PM

Final Approval Date: 03/03/2011


2010 6 17

Sec. 263.107. EXPENDITURE OF TAX FUNDS. In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch.

AI-25536 **11.F.**

Sixty (60) day extension and authority to advertise-New Jury Software System-District Clerk

CC CONSENT

Date:	03/07/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval of a clarification to the current contract between Hidalgo County District Clerk's Office and ACS Government Systems to reflect effective date to coincide to vendor's execution of agreement and commencement of work as March 19, 2009 and not January 6, 2009;

2. Approval of the sixty (60) day grace period extension as provided in Contract #E-10-110-02-16-Hidalgo County Clerk's Office-Purchase Of New Jury Software" with ACS Government Systems, Inc. so as to have no lapse in services while the procurement process is completed; and

BACKGROUND

Original contract #C-08-302-01-06

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 03/2/2011.

Attachments

Link: Original Contract

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 01:38 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:32 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/02/2011 04:48 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW
8	Purchasing Department	Marty Salazar	03/03/2011 04:00 PM	APRV

Form Started By: Vangie Garcia Started On: 02/28/2011 04:25 PM

Final Approval Date: 03/03/2011

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 6, 2009** by and between **ACS Government Systems, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County District Clerk's Office **"[Purchase of New Jury Software]"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of New Jury Software (the "Jury Software")** in the areas of **HIDALGO COUNTY DISTRICT CLERK'S OFFICE** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Jury Software, the terms of Agreement shall control.

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

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

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

5. Seller shall license to Buyer the rights to utilize the Jury Software by separate

document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Jury Software license agreements.

6. General Provisions.

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

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

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

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

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

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

If to Seller:
ACS Government Systems, Inc.
Attn: Paul J. Ruddy, Vice-President
1733 Harrodsburg Road, Ste. 100
Lexington, KY. 40504

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

the Unites States mail.

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

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

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

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

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an

officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

APPROVED BY COMMISSIONERS COURT ON, 1-6, 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date:

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date:

Company: ACS Government Systems Inc.

By:

Printed Name: Paul J. Ruddy

Title: VP of operations

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

By:

Stephen L. Crain

Date: 2-2-09

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

REQUEST FOR PROPOSAL

"PURCHASE OF NEW JURY SOFTWARE"

RFP NO: 2008-302-11-19-otm

HIDALGO COUNTY DISTRICT CLERK'S OFFICE
REQUEST FOR PROPOSAL
"PURCHASE OF NEW JURY SOFTWARE"
RFP NO: 2008-302-11-19-otm

Overview:
The County of Hidalgo is seeking to engage Proposer's to furnish a New Jury Software. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Purchase of New Jury Software"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 19, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-302-11-19-OTM

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, November 12, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, November 14, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

SUBMITTER DEFAULT:

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

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

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

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

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

DURATION OF CONTRACT: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** (Maintenance & Support Agreement) in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

JURY SOFTWARE SPECIFICATIONS FEATURES AND FUNCTIONALITY- the following provides hardware and configuration recommendations for the New Proposed System.

Adaptable to Court's Environment. The system allows the local administrator(s) to define and maintain:

- **Users' access rights**
- **All local court information**
- **Summons and Service schedules**
- **Service end and schedule change parameter including desired juror notices**
- **Payroll policy parameters, fee codes and processing preferences**

Process juror source lists:

- **Eliminate duplicates among multiple source lists**
- **Generate and process a suppression file of jurors previously marked for exclusion such as deceased, recently served or other local set criteria**
- **Random selection at all stages of processing**

Produce summons:

- **Users define jury reporting parameters and summons criteria**
- **Jurors may be summoned from specified areas of the local jurisdiction to serve in limited jurisdiction court**
- **Summons processing can be done in-house or through an outside vendor**

Manage group of jurors:

- **Jurors can be moved in (locally defined) groups to new dates and/or new locations**
- **Jurors can be service ended in define groups**

Process 1-step and 2-step questionnaires :

- **Scanning capability allows rapid processing of juror information**
- **Data capture and demographic reporting is defined and developed per local requirements from questionnaires**

Maintain juror information:

- **Juror activity details and history records display**
- **Manually adding jurors possible**
- **Efficient search capability**
- **Rapid updating and easy transactions for information processing**

- **Barcode scanning capabilities throughout juror information processing**
- **System tracks and reports juror service and yield statistics**

Record juror service and compute pay:

- **Multiple methods of recording attendance**
- **Attendance credits jurors with pay automatically as defined by local pay rates, waivers and pay policies**
- **Supplemental pay capability for child-care or other miscellaneous fees**
- **Ability to produce service certificates or employer verifications**

Record basic case information and form jury panels:

- **Allows input of Case Identifier and basic information**
- **Randomly selects jurors onto the cases and automatically produces reports by local preferences**
- **Through local policy, users may use special selection criteria for panel development if desired such as "pre-screening" the jury pool for time or case conflicts**
- **Anonymous juror case reports available, seating charts or other courtroom documents as needed**

Capturing of juror related statistics:

- **Fully integrated database report generation tool to provide standardize statistical reports and/or custom reports development as needed**

Automated payroll capabilities:

- **Payroll may be run at any time**
- **Pay information can be designed for processing checks, cash or electronic interface for outside agencies**
- **Provides various hard copy reports**

Optional features using advanced technologies:

- **Imaging Solution**
- **Web Solution**
- **Voice Solution**
- **Checks**
- **JuryPop**
- **Access**
- **ARM**

Other Technical Requirements:

- **Must be compatible with county network to run New Proposed Jury System and obtain production worthy responsiveness**

- **Provisions must be made for daily backup of the New Proposed Jury System Data and Software**
- **Remote access to the New Proposed Jury System is required for support purposes in all environments**

- **Technical staff must be made available for project coordination, installation and access development on a 24/7 basis, 24 hours a day, seven days a week**
- **Provides all network and hardware updates and software enhancements, including new releases and upgrades at no additional cost**
- **Documentation updates to support enhancements**
- **Correction of software malfunctions**
- **Performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes**
- **Performs data services to include data conversions to the satisfaction of the county**
- **Must provide secure web option to allow jurors to access view and fill out electronic summons using the internet**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 19, 2008.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"
PAYMENT SCHEDULE
(Including Best And Final Offer)

7 Fee Schedule

FROM RFP SECTION II, RFP REQUIREMENTS:
PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

Response:

ACS Juror Management System

ACS Juror Core System	Price
ACS Juror Management System	
License Fee[1] (unlimited users)	$37,000
Implementation Services – Core System	
Professional Services[2] Installation[3] ACS Juror Management Application Training (Maximum 15 Participants)[4] Post-Implementation Supervision Project Management[5] Conversion[6] Forms and Letters – Assist with Custom Design[7]	$17,500
Product Support & Enhancement Program	
Annual Cost[8]	$7,400
TOTAL	$61,900

Notes and Assumptions:

1 The price reflects the license fee for the ACS Juror software. The object code and one set of documentation are provided upon licensing the software at no additional cost.

2 The price reflects professional services for the proposed software. Please note that pricing is based on ACS' standard centralized server approach and assumes that all courts will be installed at the same time. All ACS travel costs will be billed as incurred.

3 Database Installation will be on one database, on one server, at one site.

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Notes and Assumptions (continued):

4 Training is based on a class not to exceed 15 students per class, with the costs for one (1) session included in this proposal. If additional classes are required, the training costs will be adjusted accordingly. ACS can provide additional training sessions at our then-current rate.

5 ACS will provide up to 40 hours of project management time during the ACS Juror implementation, according to the finalized project plan. Additional services may be contracted through the Issue/Change Control Process (used by ACS) at ACS' then-current rate.

6 ACS will provide merge/purge services from the legacy system capturing the previous date of summons only.

7 ACS will tailor the letters that will be issued through the ACS Juror system based on Hidalgo County requirements.

8 ACS Product Support & Enhancement Program Agreements are required for a minimum of three years for the ACS Juror Management System, beginning upon contract execution. To further enhance our commitment to our clients, 24-hour-a-day support from the ACS Hotline is available. The price reflects the annual ACS Product Support & Enhancement Program costs. These prices will increase five (5) percent per year. ACS Product Support & Enhancement Program costs are billed annually at the beginning of the contract year and are not included in the license fees.

ACS eJuror System

ACS eJuror System	Price
ACS eJuror Web Solution	
ACS eJuror License Fee	$19,500
Implementation Services – Core System	
Professional Services (up to 80 hours) Customization (design and tailor user interface look and feel)	$6,500
Product Support & Enhancement Program	
Annual Cost	$3,900
TOTAL	$29,900

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Charles P. Byers, Director-Juror Solutions
ACS Government Systems, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 10, 2008

Re: Best and Final Offer –RFP NO: 2008-302-11-19-OTM
Hidalgo County District Clerk's Office-"Purchase of New Jury Software"

Pursuant to "Friday's Conference Call Meeting-December 10, 2008", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County District Clerk, Ms. Laura Hinojosa discussed what the project and services entailed. Please review discussed and approved details as follows:

a) The term of contract shall be for one year, with the County's option for an additional one (1) year extension based on prior's year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services (Maintenance and Support Agreement) in Exhibit "A".
b) ACS will update the Acord (Certificate of Insurance) and email to evangelina.garcia@co.hidalgo.tx.us . Insurance provided in proposal has expired since 12/01/08.
c) Hidalgo County is proposing that all travel related would be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees and will pay no more than what Commissioners' Court permits. (Please refer to attachment).

Your original proposal is at $61,900 (ACS Juror Core System) & $29,900 (ACS eJuror System): Totaling: $91,800 plus 5% per year maintenance cost and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, December 15, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Best and Final Offer $ See attachment

Signed: Spencer Parrott **Title:** Vice President, Justice Practice

Printed Name: Spencer Parrott

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



expertise in action™

December 15, 2008

Ms. Olga T. Montero
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Adm. Bldg.
Edinburg, Texas 78539

RE: RFP #2008-302-11-19-OTM for Purchase of New Jury Software, Best and Final Offer

Dear Ms. Montero:

ACS is pleased to be considered for formal recommendation regarding this solicitation and is eager to begin formal contract negotiations. ACS is in receipt of the memorandum dated December 10, 2008.

a) ACS is agreeable to a one-year contract, with an option to renew for one additional year based upon prior year's performance, evaluation, and contingent upon cost remaining unchanged. ACS is also agreeable to an option to allow the county the right to continue the one-year contract an additional 60 days at the end of the contract term for unforeseen delays in awarding the next term. ACS is unclear what additional requirements are suggested for inclusion in the contract, however, we are confident that, through good faith negotiations, we will be able to address all underlying concerns, while satisfying the needs of the county.
b) ACS will provide an updated Acord certificate of insurance prior to contract execution.
c) ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

There may be some confusion in regards to ACS' proposed pricing. For the avoidance of doubt, the following example is provided (all costs in this example are exclusive of travel):

Proposed year one costs = $91,800, which includes the license fees for the ACS Juror Management System ($37,000), the license fees for the ACS eJuror module ($19,500), the services proposed to tailor and implement the systems ($17,500 plus $6500, respectively), and the first-year maintenance costs ($7400 plus $3900, respectively).

Proposed year two costs = $11,865, which includes the second-year maintenance costs ($7770, which is a 5% escalation of $7400, plus $4095, which is a 5% escalation of $3900).

Total proposed two-year costs, assuming contract option to renew is exercised = $103,665.

In response to your request for our Best and Final Offer, ACS agrees to refrain from escalating maintenance costs in year-two, allowing them to remain at year-one levels ($7400 plus $3900) bringing year two costs to $11,300, and bringing total two-year costs, assuming contract option to renew is exercised to $103,100. ACS further agrees to negotiate payment milestones in a way that allows year-one costs to span 2008 and 2009.



SOFTWARE LICENSE AGREEMENT

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County, Texas

("Licensee")

THIS AGREEMENT is made between ACS and Licensee as of the Effective Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both ACS' warranty services and ACS' Product Support & Enhancement Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of ACS includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which ACS ships the Component System(s) to the Delivery Address F.O.B. Lexington, Kentucky.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Baseline Component System and its documentation, for which Documented Defect ACS has confirmed that Licensee has given ACS enough information for ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under ACS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Licensed Software" means the Component Systems listed in Exhibit 1.

"Licensee Employees" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by ACS, and who, prior to obtaining access to the Licensed Software, have executed an ACS-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. ACS has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, ACS owns the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement, ACS grants Licensee a perpetual, non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Licensee's own, non-commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Licensee shall have no right to access, copy or otherwise use the Source Code for any Component System of the Licensed Software.

(b) Object Code. Licensee has right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another ACS-supported configuration, for disaster recovery of Licensee's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Licensee can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Without limiting the foregoing, Licensee is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict "need to know" basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining ACS' prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that ACS otherwise provides with the Licensed Software. Licensee must reproduce the unaltered

Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

4. Available Services. ACS will provide Licensee with services under a separate Software Services Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, ACS will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Licensee will pay ACS as provided for in Exhibit 1. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with services under this Agreement, with reimbursement to be on an as-incurred basis. ACS will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Licensee will also reimburse ACS for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide ACS with a copy of such limitations before ACS incurs expenses. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); and (ii) the highest rate permitted by applicable law.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Licensed Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by ACS and Remedy For Breach. For each Component System, ACS warrants to Licensee that, for period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Licensee on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, ACS, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, ACS is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and ACS' sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Licensee exclusively and is in lieu of all other warranties. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Licensee) other than ACS modifies the Baseline Component System; or (ii) Licensee does not implement changes that ACS provides to correct or improve the Baseline Component System. If despite any modification of the Component System, ACS can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then ACS will nonetheless provide Licensee with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by ACS. ACS will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. ACS' obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify ACS of any such claim; (ii) Licensee must in writing grant ACS sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice ACS' right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with ACS to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by ACS in writing as necessary for use with the Licensed Software) from the use or combination of products provided by ACS with items provided by Licensee or others. If any Component System is, or in ACS' opinion is likely to become, the subject of a United States copyright infringement claim, then ACS, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to ACS for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGE-MENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to ACS or (at ACS' request) will destroy all copies of the Licensed Software, and will certify to ACS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile

confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to ACS' General Counsel at 1733 Harrodsburg Road, Lexington, KY 40504, FAX number (859) 277-1500, or to such other place as ACS may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered "assignments" for purposes of this Agreement: ACS' assignment of this Agreement or of any ACS rights under this Agreement to ACS' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ACS' assignment of this Agreement to any person or entity to which ACS transfers any of its rights in the Licensed Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the U.S. state or U.S. territory in which the Delivery Address is physically situated, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO ACS (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY ACS) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: 3-19-2009

ACS

By: _____

Paul J. Ruddy

(Printed Name and Title of Signatory)

LICENSEE

By: _____

Juan D. Salinas, County Judge

(Printed Name and Title of Signatory)

A C S®

EXHIBIT 1

Licensee: County of Hidalgo
Delivery Address:

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which ACS supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that ACS can confirm that it is a configuration on which ACS supports use of the Licensed Software. ACS will then advise Licensee whether ACS supports or does not support use of the Licensed Software on the proposed configuration. If ACS does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until ACS does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain ACS-supported versions of certain database software products and certain software/hardware peripherals. By this notice, ACS is advising Licensee that Licensee should consult with its ACS Sales representative to obtain a written listing of such necessary database software products and software/hardware peripherals.

LICENSED SOFTWARE:

LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Fee
ACS Juror Management Component Systems:		
ACS Juror	No	$37,000
ACS eJuror	No	$19,500
TOTAL LICENSE FEE:		**$56,500**

PAYMENT

For each Component System, Licensee will pay ACS the entire applicable license fee by not later than thirty (30) days after the Effective Date. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS

By: Paul J Ruddy

Paul J. Ruddy
(Printed Name of Signatory)

Title: VP of Operations

LICENSEE

By: [signature]

Juan D. Salinas III
(Printed Name of Signatory)

Title: County Judge

A C S®

EXHIBIT 2

Licensee: County of Hidalgo, Texas

SCOPE OF SERVICES

ACS will provide the fixed services as described in this Scope of Service, for the Fixed Price Services Fee of $24,000 ("Fixed Fee"), The Fixed Fee is based on ACS' standard centralized server approach (installed on one database on one server). If a distributed database approach is desired, services costs will also need to be increased accordingly.

SCHEDULING AND CONDITIONS

Licensee understands that specific resources will be assigned to any agreed upon services dates. If Licensee cancels or reschedules the services covered by this Agreement on less than thirty (30) days advance notice from the first scheduled day of ACS's provision of such services, then Licensee will be obligated to pay ACS the full amount of the cancelled services and related travel and living expenses (the "Cancellation Charge"). The Cancellation Charge will be in effect for all services and all travel, living, and reimbursable expenses.

Any changes in this Scope of Services which result in an increase of ACS' obligations under this agreement, will result in an upward adjustment of the Total Services Fee.

SERVICE DESCRIPTIONS	SERVICES FEE
ACS Juror Baseline System Services	
Installation (16 hours)	Included
Application Training (30 hours)	Included
Post Implementation Supervision (24 hours)	Included
Project Management (40 hours)	Included
Data Requirements	
Initial Data Creation (40 hours)	Included
Custom Design/Modifications	
Forms and Letters (24hours)	Included
eJuror Services	
Design and Programming (40 hours)	Included
TOTAL FIXED FEE	**$24,000**

(CONTINUED ON FOLLOWING PAGE)

SERVICES DESCRIPTIONS:

1. ACS Juror Component System Installation
Installation will be performed by ACS at one initial Licensee site as follows:

Certain parameters are not under direct Licensee control and must be set or modified by trained ACS staff. Licensee, with guidance from ACS, will choose how these parameters are to be set prior to installation.

a. Install and configure for use the ACS Juror Management System MS SQL SERVER Version application on each Licensee-designated PC Licensee workstation in production and test environments;

b Install and configure for use the ACS Juror Management System data tables on the Licensee-designated data server;

c Install newly created source data on Licensee designated data server in the production and test environments;

d Install test data on Licensee-designated data server in the test environment; and

e Conduct, in cooperation with a designated member of Licensee's IT staff, ACS's standard tests of basic functions of the Baseline ACS Juror Management Component System.

2. Data Requirements

A. Initial Data Creation.
ACS will perform the following activities.

1. Provide an initial source data creation by merging Motor Vehicle and Voter Registration data supplied by Licensee.

2. Merge any applicable suppression files supplied by Licensee, including but not limited to files relating to:

a. Existing legacy system records with a date served within Licensee's exemption period;
b. Felons;
c. Mentally incompetent;
d. Permanently disqualified,based upon a unique identifier, to protect that those records marked as previously served will not be selected again within the County exemption period, and that those records marked permanently disqualified will not be selected at all.

3. Purging of any resultant duplicates identified during the merge processes.

The initial creation process is included in the Fixed Fee. Subsequent creations must be contracted for separately.

3. Letter/Form Development
ACS will provide up to 24 hours to assist the Licensee with revising and reformatting the ACS Juror Management System standard summons, questionnaires, letters and certificates to Licensee specifications. It is the responsibility of Licensee to finalize the documents (summons and letters) needed for Licensee's ACS Juror Management System implementation.

4. Application Training
   ACS will provide on-site application training for the Licensee-designated project personnel on the ACS Juror Management Component Systems. Class size is a maximum of fifteen (15) participants. Training will be conducted in accordance with the Project Plan.

5. Post Implementation Supervision Services
   ACS will provide on-site support by one staff member for the three (3) consecutive days that Licensee jurors attend jury service. The schedule of dates and court locations will be mutually agreed upon by both parties.

6. Project Management
   ACS will provide up to 40 hours of project management services, according to the finalized Project Plan. Additional services may be contracted for at ACS's then-current rate.

7. eJuror Services
   ACS will provide up to 80 hours for design and programming of up to 12 html pages.

SERVICES - SUPPLEMENTAL SERVICES:

Service Description	Estimated Rates*
Database repair and management	$125/hour
Application customization and programming	$125/hour
Training	$125/hour
Post-Implementation Supervision	$125/hour
Technical application support provided by programming staff	$125/hour
Source list creation (1st year included in services pricing)	$2500/per merge
System upgrade	Included

PAYMENT: Licensee will pay the Services Fixed Fee as follows: Fifty percent (50%) by not later than thirty days after the Effective Date; and the remaining fifty percent (50%) by not later than 30 days after ACS has rendered all Fixed Fee services. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

ACS

By: Paul J. Ruddy

Paul J. Ruddy
(Printed Name of Signatory)

Title: VP of operations

LICENSEE

By:

Juan D. Salinas III
(Printed Name of Signatory)

Title: County Judge

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY) 12/18/2008

PRODUCER
LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
1025979
Affiliated Computer Services, Inc.
ACS Government Systems, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] UMBRELLA FORM [ ] RETENTION $	NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B A A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	$1M per person; $10M per occ.	

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

Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

CERTIFICATE HOLDER

3961326

Hidalgo County Purchasing Department
Attn: Martha L. Salazar - Purchasing Department
2812 South Business Highway 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

6. **Presentation for discussion, consideration and acceptance and approval of the final negotiated contract with Mary Ann Peralez d/b/a Breath Test Services for RFP NO: 2008-447-11-26-VYG-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Services.**

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

B. **County Judge's Office**

1. **Pursuant to Section V of the RFP packet, recommendation by grading committee to require presentations by the two (2) participants so as to complete the grading process and thus proceed to the ranking by Commissioners Court for RFP/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.**

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

C. **Pct. 2**

1. **Requesting approval of final negotiated contract B141- AIA 1997 Standard Form of Agreement between Owner (Hidalgo County) and Architect (V A Architecture) in connection with the design and construction of New Offices for Hidalgo County Pct. 2 including ancillary support facilities (as approved for negotiation on CC 12/16/08 and reviewed as to form by legal counsel).**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to legal.

D. **Health & Human Services Dept**

1. **Approval of Request for Payment No. 2 in the amount of $5,000.00, and Payment No. 3 (Reimbursable) in the amount of $1,182.35 from V-A Architecture, contracted architect for "Health Clinic Renovations" for Health and Human Services Dept. C-08-221-05-06.**

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

E. **District Clerk**

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:**

   ACS Juror Core System-$61 900
   ACS eJuror System-$29,900.O0
   Total Amount: $91,800.00

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

AI-13135 **15.E.1.**

District Clerk request to procure and acquire Jury Software and Scanning/Imaging Services

CC REGULAR

Date: 01/06/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Laura Hinojosa
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** District Clerk

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Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed as to form by legal counsel) including best and final offer (BAFO) with ACS Government Systems, Inc. in a total amount as follows:

ACS Juror Core System-$61,900
ACS eJuror System-$29,900.00
Total Amount: $91,800.00

BACKGROUND

Proposed year two total if renewed will be at $103,665.00. Contract and software license reviewed as to form by legal counsel, changes were made accordingly.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Amount available for req #145692 $50,000.00 for ACS as of 12-30-08

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding for the balance will be addressed the 1st qtr. of 2009 as per Mr. Silguero.

Attachments

Link: C-08-302-01-06 CONTRACT DOCUMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/30/2008 03:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/30/2008 03:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/30/2008 03:41 PM	APRV
4	Auditor's Office	Linda Fong	12/31/2008 10:07 AM	APRV

5	Dina Trevino	Dina Trevino	12/31/2008 02:26 PM	APRV

Form Started By: Vangie Garcia Started On: 12/30/2008 02:25 PM

Final Approval Date: 12/31/2008



A C S®

PRODUCT SUPPORT & ENHANCEMENT PROGRAM

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

And

Hidalgo County

("Licensee")

THIS AGREEMENT is made between ACS and Licensee on the Commencement Date of 3-19-09.

ACS and Licensee have entered into a Software License and Services Agreement with an Effective Date of 3-19-09 (the "License Agreement") for the Licensed Software. Licensee desires that ACS provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit 1 for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or corrections of Documented Defects.

"New Releases" means new editions of a Baseline Component System.

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, ACS will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and this Agreement. ACS' obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than ACS is limited to providing Licensee with the Improvements that the applicable third party owner provides to ACS for that Baseline Component System. In this regard, to the extent that an agreement authorizing ACS to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then ACS' obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay ACS for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide ACS with such facilities, equipment and support as are reasonably necessary for ACS to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Product Support & Enhancement Fees. For the Improvements for each Baseline Component System, Licensee will pay ACS: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by ACS, which amount will not increase by more than the "Annual Escalation Not to Exceed" percentage provided for in Exhibit 1 the fee that Licensee was obligated to pay to ACS for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the Contract Year for that Baseline Component System.

(b) Additional Costs. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with Improvements under this Agreement. ACS agrees that all billable ACS travel will be in accordance with policies, procedures and guidelines that Hidalgo County Commissioners' Court has adopted and approved for its employees. ACS further agrees to make use of conference calls and other technologies to limit required travel as much as possible.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS' net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

(d) Late Charges. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least twelve (12) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least twelve (12) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that **ACS MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, ACS EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN ACS, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF ACS. ACS' LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO ACS FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

10. NOTWITHSTANDING anything to the contrary herein, if there is any conflict between any term or provision in this Product Support & Enhancement Program Agreement with any term or provision in the Contract by and between Hidalgo County and ACS Government Systems, Inc. For Purchase of New Jury Software dated effective January 6, 2009, (the "Contract") or with any terms or provisions contained in the Request for Proposal issued by Hidalgo County, Texas being RFP No. 2008-302-11-19-OTM Purchase of New Jury Software (the "RFP"), the terms and provisions of the Contract and the RFP shall control over any conflicting terms contained in this Product Support & Enhancement Program

Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

ACS

By: _____

Paul J. Ruddy

(Printed Name of Signatory

Title: VP of Operations

LICENSEE

By: _____

Juan D. Salinas, III County Judge

(Printed Name of Signatory)

Title: County Judge

A C S®

EXHIBIT 1

Licensee: Hidalgo County

PARTIAL YEAR PAYMENT/DUE DATE: N/A
(Indicate "N/A if not applicable)

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: March 19, 2009

ANNUAL ESCALATION NOT TO EXCEED: 5% OF PRIOR FULL-YEAR ANNUAL PAYMENT.

Baseline Component System	Contract Year Begins	Expiration Date	First Annual Payment Amount
ACS Juror Management Component Systems:			
ACS Juror	March 19, 2009	March 18, 2011	$7400
ACS eJuror	March 19, 2009	March 18, 2011	$3900
TOTAL:			**$11,300**

ACS

By: _____
Paul T. Ruddy
(Printed Name and Title of Signatory)

LICENSEE

By: _____
Juan D. Salinas, III County Judge
(Printed Name and Title of Signatory)

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

February 28, 2011

ACS Government Systems, Inc.
Attn: Phil Hatton, Vice-President
1733 Harrodsburg Road, Ste. 100
Lexington, KY. 40504

Via: Certified Mail#7099-3220-0002-9745-7019
Email:phil.hatton@acs-inc.com

Re: Sixty (60) Day Extension For E-10-110-02-16-"Hidalgo County Clerk's Office Purchase Of New Jury Software" (Old Contract #C-08-302-01-06)

Dear Mr. Hatton:

Commissioners' Court will take applicable action **(Tuesday, March 8, 2011)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term 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, March 8, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **3:00 p.m., Wednesday, March 2, 2011 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

AI-25530 **11.G.**

Requesting approval of Letter of Extension with Performance Grade Asphalt
CC CONSENT

Date:	03/07/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of a (3) months extension option as provided under current contract for "MS-1 ," for Hidalgo County under the same rates, terms, and conditions with Performance Grade Asphalt, LLC. E-10-389-11-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: Various Accts

FUNDS AVAILABLE Y/N?: see exp re MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Contract is utilized by various departments (obj codes: 673; 731; 899).
Purchases are on an as needed basis. See Exp report for funding availibilty and possible funding sources.

Attachments

Link: Extension Letter

Link: Contract

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 01:35 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:29 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/02/2011 03:28 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Rocio Villarreal Started On: 02/28/2011 11:43 AM

Final Approval Date: 03/03/2011

PURCHASING DEPARTMENT
County Of Hidalgo

January 28, 2011

RECEIVED
FEB 09 2011
BY 3:2

CERTIFIED MAIL
7099 3220 0002 9744 8598
Via Facsimile (409) 986-7950

Performance Grade Asphalt, LLC
Attn: Clarke Dubose, President
PO Box 6
Hitchcock, TX 77563

Re: E-10-389-11-22-01-MS 1 Emulsified Asphalt for Hidalgo County

Dear Mr. DuBose:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a (3) months extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 8, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Wednesday, February 2, 2011, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 02/02/2011

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

Thanks!

PURCHASING DEPARTMENT
County Of Hidalgo

November , 2010

CERTIFIED MAIL
7099 3220 0002 9744 8529
Via Facsimile (409) 986-7950

Performan Grade Asphalt, LLC
Attn: Clark Dubose, President
PO Box 6
Hitchcock X 77563

Re: E-10- 0-08-17-01-MS 1 Emulsified Asphalt for Hidalgo County

Dear Mr. I Bose:

Hidalgo C unty Purchasing Department will be requesting Commissioners' Court to consider the County's s e option to exercise a (3) months extension as provided in the current contract (under the same rates terms and conditions). Please acknowledge receipt of this notice of placement on the Commissio ers' Court meeting of November 23, 2010, for discussion, consideration and action, by signing bel w and returning to the Purchasing Department, by no later than 3:00 p.m. on Wednesday, November 7, 2010, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us, so as to me the agenda request form deadlines.

By: _____ Date: 11/18/2010

Should yo ave any questions or require additional information, please do not hesitate to contact me at (956) 318- 626. Your cooperation in this matter is greatly appreciated and we hope your company continues business relationship with Hidalgo County.

Sincerely,

Rocio Vill eal, Contracts Manager
Hidalgo C unty Purchasing Department

PURCHASING DEPARTMENT
County Of Hidalgo

August 9, 2010

Performance Grade Asphalt, LLC
Attn: Clarke Dubosc, President
PO Box 6
Hitchcock, TX 77563

CERTIFIED MAIL
7099 3220 0002 9744 8260
Via Facsimile (409) 986-7950

Re: C-10-131-06-01-MS 1 Emulsified Asphalt for Hidalgo County

Dear Mr. DuBose:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a (3) months extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 17, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Wednesday, August 11, 2010, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 08/13/2010

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUIREMENTS AGREEMENT
C-10-131-06-01

THIS AGREEMENT (the "Agreement") is entered into as of the 1st day of June, 2010 by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC, a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"MS-1 Emulsified Asphalt,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of three months; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"MS-1 Emulsified Asphalt"** in the areas of **HIDALGO COUNTY** projects for the effective period of June 13, 2010 to September 12, 2010 with the option to renew for an additional three (3) three (3) months terms, under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

same or any other provision hereof.

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

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

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

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

If to Seller: Performance Grade Asphalt, LLC
Attention: Clarke DuBose
PO Box 6
Hitchcock, TX 77563

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

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

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

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

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

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

k. **Authority to Execute.** The execution and performance of this Agreement by

Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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

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

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

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

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

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

APPROVED BY COMMISSIONERS COURT ON, June 2, 2010

HIDALGO COUNTY

Rene A. Ramirez, County Judge

DuBose Interest, LLC dba Performance Grade Asphalt, LLC

By:

Printed Name: Clarke DuBose

Title: President

ATTEST:

Arturo Guajardo, Jr., County Clerk

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

By:

Date: 6-9-10

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 3, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"MS-1 EMULSIFIED ASPHALT"**
Bid No: 2010-131-05-19-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
Bid No: 2010-131-05-19-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 4 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid, if applicable).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirements Agreement, consisting of 7 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

May 3, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-131	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"MS-1 EMULSIFIED ASPHALT"
(including all funding sources, programs and entities)

BID OPENING DATE:

May 19, 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:2010-131-05-19-ERT**

1. Sealed bids will be received for **HIDALGO COUNTY – "MS-1 EMULSIFIED ASPHALT"** 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-2010-131-05-19-ERT HIDALGO COUNTY - "MS-1 EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 19, 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-2010-131-05-19-ERT RFB-HIDALGO COUNTY – "MS-1 EMULSIFIED ASPHALT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "MS-1 EMULSIFIED ASPHALT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

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

17. Schedule of Events

Bid Opening, 9:30 AM	**May 19, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

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

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"MS-1 EMULSIFIED ASPHALT"
BID NO.: 2010-131-05-19-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: Performance Grade Asphalt, L.L.C.
Address: P.O. Box 6 Hitchcock, Tx. 77563
By: [signature]
Printed Name: Clarke DuBose
Title: 6/23/10

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

Hidalgo County (For all Hidalgo County funding sources, programs and entities)

"MS-1 Emulsified Asphalt"

Bid № 2010-131-05-19-ERT

I **SPECIFICATIONS:**

MS-1 – Emulsified Asphalt

Material – bid price by the gallon delivered by vendor:

II **TERMS AND CONDITIONS:**

1. **LOCATIONS/DELIVERY INSTRUCTIONS:**
   All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

   a) **Precinct #1 – Sunrise Hill Mile 11 North 1 ½ East of 1015, Mercedes, Texas**

   b) **Precinct #2- does not have storage facilities but will make arrangements with other county precincts' for temporary storage.**

   c) **Precinct #3- 7 Mile Line & Iowa Road**

   d) **Precinct #4 – 1102 North Doolittle, Edinburg, Texas**

All delivery charges – freight, inside delivery, and all costs associated with this purchase are included in bid. Delivery and service will be F.O.B. all charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2. **QUANTITY:**
   Hidalgo County will purchase material "ON AN AS NEEDED BASIS ONLY". Thus it is agreed and understood that the County will purchase no more material than is needed.

3. **CONTRACT TERM:**
   Option 1 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

   Option 2 – The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent

upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

4. **PRODUCT QUALITY:**
   To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

5. **VENDORS PERFORMANCE:**
   Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

6. **DEFAULT:**
   The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

   Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

7. **TERMINATION:**
   Termination in whole or part, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

8. **BID AWARD:**
   a) Option 1 – The term for the purchase of "MS-1 Emulsion Asphalt" required by Hidalgo County will be for three (3) months with the County's sole discretion to extend the contract for an additional three (3) three (3) months terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2 - The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and warded vendor(s) to supply and deliver to Hidalgo County locations(s) upon meeting all required insurances.

b) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
c) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.
d) The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state herein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
e) Insurance certificates as per "exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

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

a) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the county may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price

changes are not applicable to orders already issued and in process at time of price change.

b) Price Reduction: Vendor shall notify the county at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the county of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall both be obligated to pay the Vendor the difference between the contract price and the price adjustment.

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

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

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

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR EMAILED TO: eric.trevino@co.hidalgo.tx.us** NO LATER THAN, May 12, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by no later than, May 14, 2010 at 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2010-131-05-19-ERT

BID PAGE

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) month with County's sole discretion to extend the contract for an additional three (3) three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $ 2.20 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 4,000 – 4,999 GALLONS $ 2.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 3,000 – 3,999 GALLONS $ 2.60 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 2,000 – 2,999 GALLONS $ 2.80 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 1,000 – 1,999 GALLONS $ 3.00 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour

BIDDER/COMPANY NAME: Performance Grade Asphalt, LLC

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE Nº: 409-986-7740 **FAX Nº:** 409-986-7950

CELLULAR Nº: 281-387-9869

AUTHORIZED SIGNATURE:

PRINTER NAME: Clarke DuBose **DATE** 6/23/10

TITLE: President

EXHIBIT "B"

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2010-131-05-19-ERT

BID PAGE

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for six (6) month with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $ 2.20 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 4,000 – 4,999 GALLONS $ 2.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 3,000 – 3,999 GALLONS $ 2.60 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 2,000 – 2,999 GALLONS $ 2.80 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 1,000 – 1,999 GALLONS $ 3.00 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour

BIDDER/COMPANY NAME: Performance Grade Asphalt, LLC

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE Nº: 409-986-7740 **FAX Nº:** 409-986-7950

CELLULAR Nº: 281-387-9869

AUTHORIZED SIGNATURE:

PRINTER NAME: Clarke DuBose **DATE** 6/23/10

TITLE: President

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Clarke DuBose, authorized representative for Performance Grade Asphalt, LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☒ have already been met, see attached copy of insurance certificate.

Authorized Representative

6/23/10
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Performance Grade Asphalt, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: Texas Dept. of Ag. truck scale.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

6/23/10
Date

Performance Grade Asphalt, LLC
Company

P.O. Box 6
Address

Hitchcock TX 77563
City, State, Zip

5515181100015902O2

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) LIC-AGRI (877-542-2474)
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us

CERTIFICATE OF REGISTRATION OF WEIGHTS AND MEASURES DEVICES

This is to certify that the person listed below has registered the indicated weighing or measuring devices in accordance with Texas Agriculture Code Chapter 13.

PERFORANCE GRADE ASPHALT LLC
5320 FM 2004
HITCHCOCK TX 77563

Client Name: DUBOSE INTERESTS LLC
TDA Client No: 00051674

CERTIFICATE 0059565

Effective Date: July 31, 2009

CERTIFICATE TYPE: DEVICES
Expiration Date: July 31, 2010

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

WEIGHTS AND MEASURES DEVICE DETAIL:

Device Name	Device Quantity
TRUCK SCALE	1

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Clarke DuBose

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

none
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No n/a

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No n/a

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No n/a

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

6/23/2010
Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Performance Grade Asphalt **Telephone No.** (409) 986-7740

dba Name: Performance Grade Asphalt, L.L.C

Legal Name: DuBose Interests, L.L.C.

Mailing Address : P.O Box 6 Hitchcock, TX 77563 **Fax No.** (409) 986-7950

Physical Address: 5320 FM 2004 Hitchcock, TX 77563

City, State, Zip Hitchcock, TX 77563 **Tax I.D. No.** 20-2929361

Remit to Address : PO Box 19589 **City, State, Zip** Houston, TX. 77224-9589

E-Mail Address: clarked@pgasphalt.com

Representative(s) Name(s) & Title(s) Clarke DuBose, President

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
L LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 20-2929361 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: TX **Date:** 6/5/05 **Other:**

Type of Business (check one): ✓ **Manufacturer** ____ **Wholesaler** ____ **Retailer** ____ **Broker**
____ **Distributor** ____ **Service Organization** ____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Clarke DuBose, President

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): n/a **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Asphalt Emulsions & Asphalt Cements

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☒No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 15 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: JJC Industries HUB Status: active
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: 5320 FM 2004 City: Hitchcock State: TX Zip: 77563
Contact Person: Lisa DuBose Title: President Phone No.: (832) 319-9069
Subcontract Amount: $ unknown Description of Work to be Performed: Trucking Company

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name (as shown on your income tax return)
DuBose Interests, LLC

Business name, if different from above
Performance Grade Asphalt, LLC

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ L.L.C. ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
P.O. Box 6

Requester's name and address (optional)

City, state, and ZIP code
Hitchcock, TX 77563

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–			

or

Employer identification number
2	0	–	2	9	2	9	3	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 06/23/2011

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Clarke DuBose
Title: President
Telephone Number: 409-986-7740
Date: 06/23/2010

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

COM

EXHIBIT "B"

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

OPENED 9:30 am 5/19/2010 Witnessed

"MS-1 EMULSIFIED ASPHALT"

BID Nº 2010-131-05-19-ERT

BID PAGE

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for three (3) month with County's sole discretion ~~to extend the~~ contract for an additional three (3) three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY)	DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL
LOADS OF 5,000 GALLONS OR MORE $ 2.20 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 4,000 – 4,999 GALLONS $ 2.40 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 3,000 – 3,999 GALLONS $ 2.60 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 2,000 – 2,999 GALLONS $ 2.80 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour
LOADS OF 1,000 – 1,999 GALLONS $ 3.00 /gal. Cost are to be net F.O.B., County Prepaid	$ 40.00 Hour

BIDDER/COMPANY NAME: PERFORMANCE GRADE ASPHALT, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: HITCHCOCK, TX. 77563

PHONE Nº: 409-986-7740 **FAX Nº:** 409-986-7950

CELLULAR Nº: 281-387-9869

AUTHORIZED SIGNATURE:

PRINTER NAME: CLARKE DuBOSE **DATE** 05/10/2010

TITLE: PRESIDENT

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2010

PRODUCER (409)934-8000 FAX: (409)935-1883
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway

Texas City TX 77591

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Dubose Interests, LLC DBA Performance Grade Asphatl LLC Rifle Transportation LLC&Gator Rec
P. O. Box 6
Hitchcock TX 77563

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Ins Co/ S W Risk	10833
INSURER B: Hallmark	
INSURER C: Texas Mutual Insurance	22945
INSURER D: Great American Ins Co of	22136
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	VIGP011414	11/20/2009	11/20/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	TXS500591	12/11/2009	12/11/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0012106801	2/18/2010	2/18/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER Cargo Insurance	IMP 388 76 31 01	11/20/2009	11/20/2010	Per Truck Deductible	$100,000 $1,000

FEB 17 2010

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Blanket Waiver of Subrogation applies to the Workers Compensation as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER
(956)292-7612
County of Hidalgo
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
J Blackshear Jr. CIC/

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Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-415-00-115-002-0-731	CO WIDE ADM-ROADS	70,000.00	33,500.00	.00	.00	36,500.00	47.86
1-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	4,082.80	.00	.00	.00	4,082.80	.00
1-1100-415-00-115-082-0-673	HURRICANE ALEX-R&B R&M SUPPLIES	.00	20,000.00	.00	.00	-20,000.00	.00
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	33,370.25	33,370.25	.00	.00	.00	100.00
1-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	29,769.58	.00	.00	.00	29,769.58	.00
1-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-452-00-122-008-0-899	PCT2 PARKS-CONTINGENCY	10,000.00	.00	.00	.00	10,000.00	.00
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
1-1200-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	334,865.21	149,950.00	4,945.98	4,945.98	179,969.23	46.26
1-1200-431-00-121-005-0-731	PCT1 P/U RD-ROADS	4,348.92	4,348.92	.00	.00	.00	100.00
1-1200-431-00-121-185-0-731	PCT.1-COLONIA WHALEN ROAD-ROADS	8,382.56	.00	.00	.00	8,382.56	.00
1-1200-431-00-121-804-0-731	PCT.1-WES MER SUBDIVISION-ROADS	7,958.92	.00	.00	.00	7,958.92	.00
1-1200-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	104,068.75	71,945.47	2,123.28	2,123.28	30,000.00	71.17
1-1200-431-00-122-006-0-731	PCT2 P/U RD-ROADS	367,375.12	308,220.98	.00	.00	59,154.14	83.90
1-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	73,045.00	42,030.00	.00	.00	31,015.00	57.54
1-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	115,877.83	111,460.33	4,417.50	4,417.50	.00	100.00
1-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00	36,208.77	.00	.00	33,791.23	51.73
1-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
1-1200-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	200,000.00	.00	.00	.00	200,000.00	.00
1-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-SIOUX)-ROADS	302,900.00	110,246.22	.00	.00	192,653.78	36.40
1-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	95,232.19	41,739.72	.00	.00	53,492.47	43.83
1-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	74,000.00	42,846.88	.00	.00	31,153.12	57.90
1-1200-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	323.46	323.46	.00	.00	.00	100.00
1-1200-431-00-122-891-0-731	PCT.2-LOS ENCINOS #2 SUBD-ROADS	2,146.30	.00	.00	.00	2,146.30	.00
1-1200-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	108,840.97	57,040.76	3,167.77	3,167.77	48,632.44	55.32
1-1200-431-00-123-005-0-731	PCT3 P/U RD-ROADS	203,672.62	118,535.91	.00	.00	85,136.71	58.20
1-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	.00	7,697.50	.00	.00	-7,697.50	.00
1-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	45,078.31	44,254.59	562.28	562.28	261.44	99.42
1-1200-431-00-123-093-0-731	PCT.3-SILVER SPUR(S EXP 83- BUS 83 N)-RD	92,828.40	78,617.19	14,210.61	14,210.61	.60	100.00
1-1200-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	165,000.00	26,948.97	6,874.65	6,874.65	131,176.38	20.50
1-1200-431-00-124-007-0-731	PCT4 P/U RD-ROADS	220,215.32	47,315.51	11,732.74	11,732.74	161,167.07	26.81
1-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
1-1200-431-00-125-030-0-899	ROAD ADM-CONTINGENCY	245,144.88	.00	.00	.00	245,144.88	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1247-412-50-100-001-0-899	LAW LIBRARY-CONTINGENCY	500.00	.00	.00	.00	500.00	.00
1-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	27.98	.00	.00	.00	100.00
1-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	5,382.50	.00	.00	617.57	89.71
1-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	39.66	.00	.00	.00	100.00
1-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	.00	.00	.00	5,000.54	.00
1-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	11.14	.00	.00	.00	100.00
1-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	.00	.00	.00	3,500.44	.00
1-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
1-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	.00	.00	.00	6,000.39	.00
1-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	.00	.00	.00	2,400.12	.00
1-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
1-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	.00	.00	.00	2,000.62	.00
1-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	99.70	.00	.00	.00	100.00
1-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	.00	.00	.00	1,500.27	.00
1-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	48.11	.00	.00	.00	100.00
1-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	88.21	.00	.00	.00	100.00
1-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	54.82	.00	.00	.00	100.00
1-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	13,679.33	5,500.00	.00	.00	8,179.33	40.21
1-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	15,076.61	14,000.00	.00	.00	1,076.61	92.86
1-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	8,361.43	2,370.00	.00	.00	5,991.43	28.34
1-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	9,812.67	5,690.00	.00	.00	4,122.67	57.99
1-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	6,451.53	5,100.00	.00	.00	1,351.53	79.05
1-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	3,987.83	3,160.00	.00	.00	827.83	79.24
1-1288-463-00-250-005-0-899	URBAN COUNTY-CONTINGENCY	.00	.00	2,079,630.19	2,079,630.19	-2,079,630.19	.00
1-1288-463-00-250-006-1-899	TXCDBG DISASTER RECOVERY-CONTINGENCY	.00	.00	83,948.64	83,948.64	-83,948.64	.00
1-1297-423-00-320-008-1-899	COMM CORR-CONTINGENCIES	198.00	.00	.00	.00	198.00	.00
1-1311-431-00-121-000-0-899	PCT.1 BCAP ROUND II-CONTINGENCY	71,559.55	.00	.00	.00	71,559.55	.00
1-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
1-1311-431-00-121-105-1-731	BERNAL-ROADS	2,467.64	.00	.00	.00	2,467.64	.00
1-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
1-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
1-1311-431-00-121-245-1-731	EL MONTE-ROADS	2,587.00	.00	.00	.00	2,587.00	.00
1-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1311-431-00-121-865-1-731	DIMAS #1-ROADS	1,403.35	.00	.00	.00	1,403.35	.00
1-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00
1-1311-431-00-122-000-0-899	PCT.2 BCAP ROUND II-CONTINGENCY	227,115.19	.00	.00	.00	227,115.19	.00
1-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	9,703.70	4,967.02	.00	.00	4,736.68	51.19
1-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
1-1311-431-00-122-503-1-731	NORTHSIDE VILLAGE #2-ROADS	4,478.66	.00	.00	.00	4,478.66	.00
1-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
1-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
1-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00
1-1311-431-00-123-000-0-899	PCT.3 BCAP ROUND II-CONTINGENCY	117,626.15	.00	.00	.00	117,626.15	.00
1-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72	.00
1-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94	.00
1-1311-431-00-123-250-0-731	EL SOL S/D #1-ROADS	1,940.00	.00	.00	.00	1,940.00	.00
1-1311-431-00-123-251-0-731	EL SOL S/D #2-ROADS	3,300.00	.00	.00	.00	3,300.00	.00
1-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37	.00
1-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88	.00
1-1311-431-00-123-384-1-731	LA HOMA RD N S/D-ROADS	7,373.00	.00	.00	.00	7,373.00	.00
1-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16	.00
1-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92	.00
1-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59	.00
1-1311-431-00-123-784-1-731	VILLA CAPRI S/D-ROADS	4,371.25	.00	.00	.00	4,371.25	.00
1-1311-431-00-124-000-0-899	PCT.4 BCAP ROUND II-CONTINGENCY	56,244.60	.00	.00	.00	56,244.60	.00
1-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
1-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
1-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00
1-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
1-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
1-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
1-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	172.55	.00	.00	.00	172.55	.00
1-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
1-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	67,370.89	.00	.00	.00	67,370.89	.00
1-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	66,763.75	.00	35,783.65	35,783.65	30,980.10	53.60
1-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	271.20	.00	.00	.00	271.20	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	32,576.50	.00	.00	.00	32,576.50	.00
1-1312-431-00-121-181-0-899	COLONIA SAENZ-CONTINGENCY	10,011.33	.00	.00	.00	10,011.33	.00
1-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	93,354.64	.00	.00	.00	93,354.64	.00
1-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
1-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGENCY	8,053.85	.00	.00	.00	8,053.85	.00
1-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
1-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTINGENCY	46,102.68	.00	.00	.00	46,102.68	.00
1-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	56,454.56	.00	.00	.00	56,454.56	.00
1-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	1,281.33	.00	.00	.00	1,281.33	.00
1-1312-431-00-121-362-0-731	L & P-ROADS	6,104.25	.00	.00	.00	6,104.25	.00
1-1312-431-00-121-362-0-899	L & P-CONTINGENCY	4,388.00	.00	.00	.00	4,388.00	.00
1-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	158,112.08	.00	.00	.00	158,112.08	.00
1-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	22,233.36	9,641.15	.00	.00	12,592.21	43.36
1-1312-431-00-121-423-0-899	LOS CASTILLOS ESTATES-CONTINGENCY	7,991.00	.00	.00	.00	7,991.00	.00
1-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
1-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENCY	30,011.80	.00	.00	.00	30,011.80	.00
1-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	1,901.86	.00	.00	.00	1,901.86	.00
1-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	7,086.23	.00	.00	.00	7,086.23	.00
1-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	3,799.50	.00	.00	.00	3,799.50	.00
1-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	5,799.22	.00	.00	.00	5,799.22	.00
1-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
1-1312-431-00-121-779-0-899	VALLEY VIEW ESTATES-CONTINGENCY	22,946.20	.00	.00	.00	22,946.20	.00
1-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
1-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	4,738.32	.00	.00	.00	4,738.32	.00
1-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	84,757.48	.00	.00	.00	84,757.48	.00
1-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGENCY	600.00	.00	.00	.00	600.00	.00
1-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
1-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	17,201.35	.00	.00	.00	17,201.35	.00
1-1312-431-00-121-860-0-731	CHAPA #2-ROADS	6,345.52	.00	.00	.00	6,345.52	.00
1-1312-431-00-121-860-0-899	CHAPA #2-CONTINGENCY	22,373.39	.00	.00	.00	22,373.39	.00
1-1312-431-00-121-895-0-731	MARY ANN-ROADS	23,763.00	.00	.00	.00	23,763.00	.00
1-1312-431-00-121-895-0-899	MARY ANN-CONTINGENCY	31,422.87	.00	.00	.00	31,422.87	.00
1-1312-431-00-121-896-0-731	MCKEE #1-ROADS	30,237.62	30,237.55	.00	.00	.07	100.00
1-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	12,722.55	.00	.00	.00	12,722.55	.00
1-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTINGENCY	1,466.82	.00	.00	.00	1,466.82	.00
1-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	17,365.04	.00	.00	.00	17,365.04	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	30.00	.00	.00	.00	30.00	.00
1-1312-431-00-122-465-1-899	MILLER RESUB LOT A SUBD-CONTINGENCY	1,755.91	.00	.00	.00	1,755.91	.00
1-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
1-1312-431-00-122-596-0-899	RANCHO ESCONDIDO SUBD-CONTINGENCY	8,134.21	.00	.00	.00	8,134.21	.00
1-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	23,131.09	.00	.00	.00	23,131.09	.00
1-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	48,159.62	.00	.00	.00	48,159.62	.00
1-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	171,868.11	.00	.00	.00	171,868.11	.00
1-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	.00	.00	.00	92,800.00	.00
1-1312-431-00-123-055-0-899	ARIEL HINOJOSA SUBD-CONTINGENCY	2,561.32	.00	.00	.00	2,561.32	.00
1-1312-431-00-123-079-0-731	BASHAM #14-ROADS	140,015.25	.00	.00	.00	140,015.25	.00
1-1312-431-00-123-079-0-899	BASHAM #14-CONTINGENCY	1,637.69	.00	.00	.00	1,637.69	.00
1-1312-431-00-123-082-0-731	BASHAM #18-ROADS	25,613.23	.00	.00	.00	25,613.23	.00
1-1312-431-00-123-082-0-899	BASHAM #18-CONTINGENCY	7,268.97	.00	.00	.00	7,268.97	.00
1-1312-431-00-123-111-0-899	BLUE STAR ENTERPRISE #2-CONTINGENCY	2,792.00	.00	.00	.00	2,792.00	.00
1-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
1-1312-431-00-123-141-0-899	CASA DE LOS VECINOS-CONTINGENCY	40,471.05	.00	.00	.00	40,471.05	.00
1-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	18,960.21	.00	.00	.00	18,960.21	.00
1-1312-431-00-123-324-0-899	HILDA SUBDIVISION #2-CONTINGENCY	8,753.40	.00	.00	.00	8,753.40	.00
1-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
1-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	161,208.41	.00	.00	.00	161,208.41	.00
1-1312-431-00-123-397-0-899	LA SUENA SUBDIVISION-CONTINGENCY	18,259.67	.00	.00	.00	18,259.67	.00
1-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	361,438.75	.00	.00	.00	361,438.75	.00
1-1312-431-00-123-421-0-899	LOMA LINDA HEIGHTS-CONTINGENCY	49,055.44	.00	.00	.00	49,055.44	.00
1-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
1-1312-431-00-123-470-1-899	MONICA ACRES-CONTINGENCY	4,197.08	.00	.00	.00	4,197.08	.00
1-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
1-1312-431-00-123-536-0-899	PALM LAKE ESTATES #1-CONTINGENCY	51,543.35	.00	.00	.00	51,543.35	.00
1-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
1-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
1-1312-431-00-123-780-1-899	VEREDA TROPICAL-CONTINGENCY	6,271.66	.00	.00	.00	6,271.66	.00
1-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	22,366.92	.00	.00	37,522.42	37.35
1-1312-431-00-124-274-0-899	FOSTER SUBDIVISION-CONTINGENCY	13,895.80	.00	.00	.00	13,895.80	.00
1-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
1-1312-431-00-124-300-0-899	HACIENDA DE LOS VEGAS-CONTINGENCY	3,700.94	.00	.00	.00	3,700.94	.00
1-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
1-1312-431-00-124-329-0-899	HOEN DRIVE SUBD-CONTINGENCY	76,736.50	.00	.00	.00	76,736.50	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	264,777.00	.00	.00	.00	264,777.00	.00
1-1312-431-00-124-401-0-899	LAKEVIEW SUBDIVISION-CONTINGENCY	20,700.00	.00	.00	.00	20,700.00	.00
1-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	.00	.00	.00	96,384.25	.00
1-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	103,524.20	.00	.00	.00	103,524.20	.00
1-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
1-1312-431-00-124-752-0-899	TRENTON TERRACE-CONTINGENCY	7,500.00	.00	.00	.00	7,500.00	.00
1-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-882-0-899	LA FLOR ESTATES-CONTINGENCY	2,711.33	.00	.00	.00	2,711.33	.00
1-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-883-0-899	LA FLOR GARDENS-CONTINGENCY	2,711.33	.00	.00	.00	2,711.33	.00
1-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
1-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	176,640.45	176,640.45	.00	.00	.00	100.00
1-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	3,746.96	3,746.95	.00	.00	.01	100.00
1-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	367,212.53	72,611.28	.00	.00	294,601.25	19.77
1-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
1-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,750.00	.00	.00	.00	9,750.00	.00
1-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
1-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
1-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00
1-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	268,714.80	115,473.22	8,861.55	8,861.55	144,380.03	46.27
1-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
1-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	43,502.50	43,502.50	.00	.00	.00	100.00
1-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
1-1336-431-00-123-080-0-731	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS	1,241.62	1,241.62	.00	.00	.00	100.00
1-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
1-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
1-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	3,020,836.47	.00	.00	.00	3,020,836.47	.00
1-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	87,188.43	66,899.04	.00	.00	20,289.39	76.73
1-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	166,638.00	166,638.00	.00	.00	.00	100.00
1-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	296,307.00	.00	.00	.00	296,307.00	.00
1-1342-431-00-122-049-0-731	CO2010A&B-PCT2 TOWER RD(OWASSA-SIOUX)-RD	448,870.54	.00	.00	.00	448,870.54	.00
1-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	468,870.55	.00	.00	.00	468,870.55	.00

AI-25532 **11.H.**

Auth. to Adv.- Turnkey Imaging Software Solutions and Service for Tax Office CC CONSENT

Date:	03/07/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise a request for proposal for "Turnkey Imaging Software Solutions and Service" and approval of procurement packet (i.e. legal notice, specifications, requirements....etc.). (RFP No.: 2011-052-CGA)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-540

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

BUDGETARY IMPACT:

Available funds as of 3/2/11 is $5,325.00.

FISCAL YEAR: 2011 ACCT. #: 1-1246-415-15-140-003-0-336

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

BUDGETARY IMPACT:

Available funds as of 3/2/11 is $45,500.00.

Attachments

Link: Draft Packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 01:36 PM	APRV
2	Budget & Management	Erika Zamora	03/02/2011 02:31 PM	APRV
3	Perla Lopez	Perla Lopez	03/02/2011 03:16 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Gricelda Villarreal Started On: 02/28/2011 01:32 PM

Final Approval Date: 03/03/2011

RFP NO: 2011-052-00-00CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County –Tax Office

Edinburg, Texas

"Turnkey Imaging Software Solutions System and Services"

March , 2011

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

LEGAL NOTICE **RFP NO: 2011-052-00-00CGA**

1. Sealed proposals will be received for **"Hidalgo County Tax Office – Turnkey Imaging Software Solutions System And Services",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and 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, **RFP NO: 2011-052-00-00CGA-Hidalgo County Tax Office- Turnkey Imaging Software Solutions System And Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, March 00, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP NO: 2011-052-00-00CGA-HIDALGO COUNTY HIDTA TASK FORCE-NEW RECORDS MANAGEMENT SOFTWARE".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, March , 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, March , 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into

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consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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

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insufficient to meet the liabilities of said contract. The award of a proposal 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 card 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: (If applicable)

. 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, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation – "**Hidalgo County Tax Office – Turnkey Imaging Software Solutions System And Services"**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

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17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., March 24, 2011
Project/Anticipated Award Date: _____, 2011
Commence Work or Deliver Products **_____, 2011**

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 and 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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

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specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of 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 contract 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 Proposer 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 proposer 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 and benefits as required by Federal or State law. Successful proposers' 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer 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

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account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 or services provided by successful proposer.

28. Successful proposer 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 Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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REQUEST FOR PROPOSAL

HIDALGO COUNTY TAX OFFICE
"Turnkey Imaging Software Solutions System and Services"
RFP NO: 2011-052-00-00CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

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EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY TAX OFFICE

REQUEST FOR PROPOSAL

“TURNKEY IMAGING SOFTWARE SOLUTIONS AND SERVICE”

RFP NO: 2011-052-00-00CGA

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HIDALGO COUNTY TAX OFFICE
REQUEST FOR PROPOSAL
"TURNKEY IMAGING SOFTWARE SOLUTION SYSTEM AND SERVICES"
RFP NO: 2011-052-00-00-CGA

Overview:
The objective of this Request for Proposals (RFP) is to obtain proposals from qualified vendors that will provide Hidalgo County with an Imaging Software Solutions System and Support Services that are comparable or better in nature, quality, design, performance, reliability and maintainability to the specifications as stated herein for the Tax Office of Hidalgo County.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Turnkey Imagining Software Solution System and Services"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday,_____ 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2011-052-00-00CGA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at

:**US Postal Mail Address:**	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, _____,2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

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

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

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

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

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

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

DURATION OF CONTRACT: The initial term of the contract shall be for a **three *(3) year period from date of award of contract***, with the County's option for an additional ***One (1) Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

1.0 GENERAL

1.1 Hidalgo County Tax Office (hereafter called "County") is requesting sealed proposals from qualified providers (hereafter called "vendor") for an imaging solution that will assist our office to comply with Texas Laws, especially those requirements set forth by the Texas State Library and Archives Commission concerning records retention. County is at the end of contract for the existing system and desires to insure that the best system available is procured to the benefit of the Tax Office. The scope of this Request for Proposal (RFP) includes the acquisition, deliver, installation, conversion, training, maintenance and support of the new system and services.

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1.2 The proposed imaging solution must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and services.

1.3 The objective of this RFP is to obtain proposals that will provide County with Imaging, software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.

1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

2.0 PERIOD OF CONTRACT

2.1 The system should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of all existing images, and be operational by May 16, 2011. This contract shall be for a period of three (3) years. Payment for system shall be billed in quarterly payments.

3.0 GOVERNING LAW

3.1 Proposer(s) are advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the **Texas State Library and Archives Commission** concerning any portion of these requirements.

3.2 This request for proposal is limited to an “Imaging System” only. Any offer or proposal claiming to offer anything other than “Imaging System” will not be considered and may in fact be grounds for disqualification from consideration or downgrading the scoring of such proposal. This request for proposal process is intended to comply with all applicable statutes, and professional ethical considerations.

4.0 SCOPE OF WORK

TAX OFFICE ENVIRONMENT: The County collects for thirty-seven (37) taxing jurisdictions and needs imaging services to archive all billings, receipts, distribution, and financial reports within County. County also has an Automobile Department and runs business at the Main Office and five (5) substations within Hidalgo County. The current imaging system stores approximately three (3) million images. The current scanning system has six (6) local in-house scanning stations and three (3) scanning stations connected through its wide area network. Our current system allows for ten (10) simultaneous logins to view archived images at the same time. An interactive web site is the mechanism used to access the images thru a project and record search interface.

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4.1 TECHNICAL REQUIREMENTS: The imaging solution must be based on current standard technology and must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. Vendor will provide and implement all future upgrades available to any of Vendor's Texas clients, as part of the original purchase. Vender will provide a turnkey hosting service to County and all backups, modifications, additions, or upgrades to Vendor's internal systems will be the sole responsibility of Vendor without effecting the price, quality, or speed of services provided to County through this agreement. To this end, the following merits must be met:

- Host imaging solution offsite.
- Allow 10 consecutive logins to view all stored images using browser based technology.
- Allow 10 scanning stations image at the same time.
- Initially allow for twelve (12) terabytes of storage space for County Images. This space is for imaging purposes only and does not include any backup space or hard drive striping that may be required by Vendor to maintain its systems.
- Additional storage should available for purchase at five (5) terabyte increments.
- There should be no limitation to the number of images County stores in each of its projects within the allocated space for the proposed system.
- Must be compatible with current PCs, printers, scanners, and existing network setup. If not compatible, Vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must maintain a direct line (T1/MPLS, etc.) between County and Vendor for imaging uploads from scanning stations and for viewing and printing of stored images.
- All maintenance and backup requirements will be incurred and performed by vendor.

4.1.1 Performance:

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following merits must be met:

- Setup and configure new system (10 days)
- Load all existing images to new system (20 days)
- Configure existing network and webpage requirements (10 days)
- Reconfigure scanning stations to new system (5 days)
- Train employees on new scanning software (3 day)

4.1.2 System Security:

Explain the system security features that your proposed solution has built in or are in place. Explain the physical security features that will be in place where the proposed solution will be housed or located. Please

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provide copies of audits, inspections, and/or certifications that are related to system security for the proposed solution. A disaster recovery plan must be included with the proposal.

- Vendor will only allow County images to be viewed by use of direct line between Vendor and County, no internet viewing.

4.1.3 User Security:

- Access must be project based and managed by a tax office authorized administrator via a standard user interface.
- User IDs will inherit authorizations based on the projects that they are allowed to view. Changing authorizations due to change in duties should be a simple matter of reassigning the user id to a different set of projects to view.
- Password management should follow strict guidelines established by Hidalgo County IT.
- A combination of application layer (OSI Model) and database security may be required to ensure data security.
- The proposed system must provide for logging and viewing of all index and image changes within the system.
- Must be able to view system and user logs to see the users' history or activities.
- Must provide security access reports.
- Vendor must maintain a https: website with encryption to view images.

4.1.3.a Please answer the following questions as thorough as possible for us to be able to evaluate your RFP.

- How would you prevent anyone from outside our network from viewing our images? Describe your firewall and other security measures.
- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three (3) unsuccessful tries?

4.1.4 Data Base:

- Hidalgo County currently operates Paper Vision Imaging Service with MS SQL Database Management System.
- Unlimited size of database file.
- The proposed system must provide for monitoring of system performance.
- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- Vendor must maintain a secure internet website for the Hidalgo County Tax Office Images.
- The information Vendor provides on website must comply with what we currently provide to our employees at this time. This includes

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providing the ability to perform searches by established indexes, viewing images, printing images on regular paper using laser printers.

4.2 APPLICATION SOFTWARE: The County requires a fast and reliable Imaging System. The system must support project-based security. The System must be designed so that the end user does not delete or change the indexing of any images already proofed and uploaded to the system. The System must maintain all proper security controls, audit trails, and history logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so the end user can operate the system productively. The System should have extensive search capabilities for timely image viewing access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The message must be displayed upon user demand and via hover help.

All data, images, and indexing entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the **Texas State Library and Archives Commission** retention requirements and all other laws pertaining to digital document storage and retrieval in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for the storage and retrieval of digital documents and must be robust to be able to grow in the number of projects and increase in size of all existing and future projects.

4.3 USER REQUIREMENT CRITERIA: Requirements include, but are not limited to:

- Image search and retrieval to be less than 10 seconds.
- Limit scanning capability downtime to one business day.
- Limit viewing of images downtime to less than 4 hours.
- Limit disaster recovery efforts to less than two business days.

5.0 TRAINING: During the conversion and testing phase, the vendor is to provide training to all County users on how to use the proposed system. Users should be trained with a combination of written materials, demonstration, and hand-on use of the system in a test environment. All training should be conducted at the Hidalgo County Tax Office.

6.0 TESTING: County will conduct a series of rigorous tests on the selected solution after data conversion.

Acceptance testing will be formally finalized with a successful execution of the structured test which will include scanning, indexing, searching and viewing of images. Other tests conducted will be security, speed of uploads, speed of image retrieval, and speed of backup restores. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance of

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system.

7.0 **PROPRIETARY IMAGES**: All images, indexing and database files shall be property of County and shall be maintained and preserved in such a manner that will simplify County to change Image System and Services at any time to a different vendor by means of using the standard industry based software and/or techniques.

8.0 **WARRANTY, MAINTENANCE AND SERVICE**: Warranty of the system shall be for three (3) years from the date of formal acceptance or for the life of the contract.

Maintenance of the System must include:

- Legislative changes;
- Software "Bug" fixes;
- Latest software versions upgrades;

Software Service of the System must include:

- Hosting of the imaging system at the vendor data center
- Interface with existing scanners and scanning work stations;
- The system must guarantee 99% availability with a four (4) hour service maintenance call response time.

Vendor shall provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for three (3) years. County is requesting that payment for system shall be billed in five (5) equal annual payments.

9.0 Review and Selection: County shall review all eligible proposals and based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria: Cost, Technical Requirements, Tax Imaging Requirements and Maintenance, Support and Service.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, , 2011.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

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All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Cost Fees and Warranty**: **30 points**
   In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

2. **Technical Support and Requirements:** **30 points**
   Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal.

3 **Tax Imaging Requirements**: **20 points**
   Does the proposed imaging solution have a turnkey installation and include all necessary hardware and software support services. Imaging solution must be fully compatible with existing network and equipment.

4. **Maintenance, Support and Service**: **20 points**
   Location of maintenance and support center(s)
   -within CITY metropolitan area;
   -outside CITY metropolitan area;
   Method of maintenance, Support and Service
   -on site very strongly preferred;
   -by local phone, within CITY area code(s);
   -by 800 or toll-free phone service;

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-long distance

Hours of availability

-operational hours: 8:00 AM – 5:00PM CST;

-guaranteed response time;

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Tax Office and Purchasing Department will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

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EXHIBIT "B"

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY TAX OFFICE

"Turnkey Imaging Software Solutions System and Services"

2011-052-00-00-CGA

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HIDALGO COUNTY TAX OFFICE

"Turnkey Imaging Software Solutions System and Services"

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1 **Cost Fees and Warranty**: **30 points**

In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

2 **TECHNICAL REQUIREMENTS**: **30%**

Ease of communicating with company's technical support and the company's ability to provide all requirements as stated in the proposal, including but not limited to:
Performance
System Security
User Security
Data Base

3 **TAX IMAGING REQUIREMENTS:** **20%**

Does the proposed imaging solution have a turnkey installation and include all necessary hardware and software support services. Imaging solution must be fully compatible with existing network and equipment.

.

4 **Maintenance, Support and Service:** **20%**

Location of maintenance and support center(s)
- -within CITY metropolitan area;
- -outside CITY metropolitan area;

Method of maintenance, Support and Service
- -on site very strongly preferred;
- -by local phone, within CITY area code(s);
- -by 800 or toll-free phone service;
- -long distance

Hours of availability
- -emergency/hot line: 24 hours – 7days a week;
- -operational hours 8:00 AM – 5:00PM CST;
- -guaranteed response time;

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HIDALGO COUNTY TAX OFFICE

"Turnkey Imaging Software Solutions System and Services"

RFP EVALUATION FORM

	Selection Criteria	Range	Points Score
1	**Cost:**	0-30 pts	_____

Comments/Rationale for Points:_____

_____

_____

2	**Technical Requirements:**	0-30 pts	_____

Comments/Rationale for Points:_____

_____

_____

3	**Tax Imagine Requirements:**	0-20 points	_____

Comments/Rationale for Points:_____

_____

_____

4	**Maintenance, Support and Services:**	0-20 points	_____

Comments/Rationale for Points:_____

_____

_____

Total 100% **Score** _____

Provider:_____

Evaluator: _____ Date:_____

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REQUIREMENTS AGREEMENT
C-11-052-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _ day of _____, **2011** by and between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed proposals for the supply of its requirements of **Hidalgo County** for the **"Turnkey Imaging Software Solutions and Service"** (the "Product") as further described in Exhibit "A", Request for Proposals (RFP) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFP") for a period of three **(3) years** and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **three (3) years**, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____ _____, 2010 and expire on _____, 2011 and it is agreed that the Products will meet the Specifications in the Request for Proposals (RFP) Procurement Packet set forth in Exhibit "A" hereto.

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

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices

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shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
1615 South Closner Ste. J
Edinburg, Texas 78539

If to Seller: _____
_____

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement

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upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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

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

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

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

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Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

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EXHIBIT “A”
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

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EXHIBIT “B”
PROPOSAL PAGE

DRAFT

EXHIBIT “C”
CERTIFICATE OF INSURANCE

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AI-25523 **11.I.**

Request Approval for Payment #20 (A-E) to VA Architecture for New Administration Offices

CC CONSENT

Date: 03/07/2011
Submitted By: COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Pct. #2:
Approval of Request for Payment No. 20 (A-E Fees) from project architect, V-A Architecture, through contract #C-09-037-01-13 in connection with the design and construction of the: "New Administration Offices for Hidalgo County Pct.2 and Other County Offices:

A.	New Pct.2 Administration	PO #617618	$ 504.38
B.	Health Clinic	PO#622522	$1,176.32
C.	WIC Clinic	PO #622523	$ 278.69
D.	Tax Assessor Office	PO #622524	$ 609.36
E.	JP's / Constables Office	PO #622525	$1,247.59

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

(A) Pct. #2 Administration
PO #617618 available balance is $1,223.04

FISCAL YEAR: 2011 **ACCT. #:** 1-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

(B) Health Clinic
PO #622522 available balance is $179.97

Pct#2 will process a PO increase to cover expenditures for the invoice.

account balance is $17,733.22

FISCAL YEAR: 2011 **ACCT. #:** 1-1334-441-00-122-041-0-720

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

BUDGETARY IMPACT:

(C) WIC Clinic
PO #622523 available balance is $42.64

Pct#2 will process a PO increase to cover the expenditures for the invoice.

account balance is $17,733.22

FISCAL YEAR: 2011 **ACCT. #:** 1-1334-415-15-122-042-0-720

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

BUDGETARY IMPACT:

(D) Tax Assessor Office
PO #622524 available balance is $1,329.12

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-412-00-122-043-0-720

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

BUDGETARY IMPACT:

(E) JP's / Constables Office
PO #622525 available balance is $1,697.50

Attachments

Link: Payment No.20

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/02/2011 10:43 AM	APRV
2	Budget & Management	Angela Garcia	03/02/2011 01:18 PM	APRV
3	Roland Garcia	Rolando Garcia	03/02/2011 03:51 PM	APRV
4	Auditor's Office		03/03/2011 10:11 AM	NEW

Form Started By: Yolanda Cisneros Started On: 02/25/2011 04:44 PM

Final Approval Date: 03/03/2011

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project			**New Administration Offices for Hidalgo County Pct. 2 and Other County Offices**
Contract #			09-037-01-13
Requests for Payment:			#20 (A-E)
In the total Amount of:			$3,816.34
A. New Pct. 2 Administration	PO# 617618	$504.39	
B. Health Clinic	PO# 622522	$1,176.32	
C. WIC Clinic	PO# 622523	$278.69	
D. Tax Assessor Office	PO# 622524	$609.34	
E. Justice of the Peace Office	PO# 622525	$1,247.60	
Submitted by:			V·A Architecture
For Period to:			01/31/11

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

See Attached Account List

Date:

INVOICE RECEIVED BY: Jeanette Solis ON 2/24/11
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 1/31/11

Request for Payment #20

New Precinct #2 Administration

617618

1-1334-431-00-122-021-0-720 $504.39

Req. #149224

Health Clinic

622522

1-1334-441-00-122-041-0-720 $1,176.32

Req. #154912

WIC Clinic

622523

1-1334-441-00-122-041-0-720 $278.69

Req. #154921

Tax Assessor Office

622524

1-1334-415-15-122-042-0-720 $609.34

Req. #154932

Justice of the Peace Office

622525

1-1336-412-00-122-043-0-720 $1,247.60

Req. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: **Twenty (20) - A**

Project Name:	New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices **for Hidalgo County, Pharr, Texas**	No. 08-1016
Architetural Firm:	V-A Architecture	Contract No 09-037-01-13
Address:	2029 Industrial Drive	P.O. # 617618
City/State	McAllen, Texas 78504	

TOTAL PROJECT COST	**$1,116,903.52**	[13a] **Arch % Rate:**	**6.5%**	***$**	**$72,598.73**
+ Change Order #1	**$11,430.75**	**Arch % Rate:**	**6.5%**	***$**	**$743.00**
+ Change Order #2	**$7,775.18**	**Arch % Rate:**	**6.5%**	***$**	**$505.39**
+ *First Bidding Phase - 09/02/09					$2,889.02
	$1,136,109.45			**Max. Contract Amt.**	**$76,736.14**

Scope of Services			Estimated Budget	% Completed To Date		Total Due		Less Prev. Payments		Amount Due This Request
Schematic Desgign A/E Fee	15%	$	11,077.07	100%	$	11,077.07	$	$11,001.26	$	75.81
Design Development A/E Fee	20%	$	14,769.42	100%	$	14,769.42	$	$14,668.35	$	101.07
Constr. Doc. Phase A/E Fee	40%	$	29,538.85	100%	$	29,538.85	$	$29,336.69	$	202.16
Bidding Phase 09/02/09 5% of $888,929.87 *		$	2,889.02 ^	100%	$	2,889.02	$	$2,889.02	$	0.00
Bidding Phase 10/28/09 A/E Fee	5%	$	3,692.36	100%	$	3,692.36	$	$3,667.08	$	25.28
Construction Adm. A/E Fee	20%	$	14,769.42	99%	$	14,621.74	$	$14,521.67	$	100.07
Reimbursables		$	3,769.61		$	3,769.61	$	$3,769.61	$	0.00
TOTALS		$	80,505.75		$	80,358.07	$	79,853.68	$	504.39
								Total Amount This Request	$	**504.39**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$888,929.87 x Arch % Rate of 6.5% = $57,780.44 x Bidding Phase of 5.0% = $2,889.02

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Pct. 2 Offices						$697,000.00
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,856	$35,768.34
Alt.#2 Grid-Tie Wind Turbine Generator Sy	$92,000.00	[6c]	35,691	$2.577681	5,856	$15,094.90
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,856	$36,096.50
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,856	$10,828.95
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,856	$94,141.18
Lowest Responsive Bid Received on 9/2/09 for Pct. 2 Offices						$888,929.87

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — February 24, 2011

Architect — Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Please make checks payable to: Reynaldo Vargas, Architect, Inc.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: **Twenty (20) - B**

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture Contract No 09-037-01-13

Address: 2029 Industrial Drive P.O. # 622522

City/State McAllen, Texas 78504

TOTAL PROJECT COST	**$1,378,619.88**	**Arch % Rate:**	**6.5%**	*$	**$89,610.29**
+ Change Order #1	**$5,715.38**	**Arch % Rate:**	**6.5%**	*$	**$371.50**
+ Change Order #2	**$18,133.48**	**Arch % Rate:**	**6.5%**	*$	**$1,178.68**
+ *First Bidding Phase - 09/02/09	$1,402,468.74				$91,160.47
				Max. Contract Amt.	**$182,320.94**

Scope of Services		Estimated Budget [13b]	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign A/E Fee	15%	$ 13,674.07	100%	$ 13,674.07	$ $13,497.27	$ 176.80
Design Development A/E Fee	20%	$ 18,232.09	100%	$ 18,232.09	$ $17,996.36	$ 235.73
Constr. Doc. Phase A/E Fee	40%	$ 36,464.19	100%	$ 36,464.19	$ $35,992.72	$ 471.47
Bidding Phase 09/02/09 5% of	$1,528,501.52 *	$ 4,967.63 ^	100%	$ 4,967.63	$ $4,967.63	$ 0.00
Bidding Phase 10/28/09 A/E Fee	5%	$ 4,558.02	100%	$ 4,558.02	$ $4,499.09	$ 58.93
Construction Adm. A/E Fee	20%	$ 18,232.09	99%	$ 18,049.78	$ $17,816.39	$ 233.39
Reimbursables		$ 3,769.61		$ 3,769.61	$ $3,769.61	$ 0.00
TOTALS		$ 99,897.70		$ 99,715.39	$ 98,539.07	$ 1,176.32
				Total Amount This Request		$ **1,176.32**

*This Project went through the Bidding Phase twice: therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09
$1,528,501.52 x Arch % Rate of 6.5% = $99,352.60 x Bidding Phase of 5.0% = **$4,967.63** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Health Clinic	$1,405,000.00	[7b]	14,817	$94.823514	11,979	$1,135,890.87 ▲
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	11,979	$73,167.52
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	11,979	$30,878.04
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	11,979	$73,838.78
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	11,979	$22,151.64
Sitework	$573,769.30	[2,5]	35,691	$16.076022	11,979	$192,574.67
						$1,528,501.52 *

Lowest Responsive Bid Received on 9/2/09 for Health Clinic

▲ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — February 24, 2011

Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Please make checks payable to: Reynaldo Vargas, Architect, Inc.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: **Twenty (20) - C**

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC **for Hidalgo County, Pharr, Texas** — No. 08-1016

Architetural Firm: V-A Architecture — Contract No 09-037-01-13

Address: 2029 Industrial Drive — P.O. # 622522

City/State McAllen, Texas 78504

TOTAL PROJECT COST	**$322,253.87**	**Arch % Rate:**	**6.5%**	***$**	**$20,946.50**
+ Change Order #1	**$5,715.37**	**Arch % Rate:**	**6.5%**	***$**	**$371.50**
+ Change Order #2	**$4,296.08**	**Arch % Rate:**	**6.5%**	***$**	**$279.25**
+ *First Bidding Phase - 09/02/09	$332,265.32				$1,176.90
				Max. Contract Am	**$22,774.15**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign A/E Fee	15%	$ 3,239.59	100%	$ 3,239.59	$ $3,197.70	$ 41.89
Design Development A/E Fee	20%	$ 4,319.45	100%	$ 4,319.45	$ $4,263.60	$ 55.85
Constr. Doc. Phase A/E Fee	40%	$ 8,638.90	100%	$ 8,638.90	$ $8,527.20	$ 111.70
Bidding Phase 09/02/09 5% of $362,124.33 *		$ 1,176.90 ^	100%	$ 1,176.90	$ $1,176.90	$ 0.00
Bidding Phase 10/28/09 A/E Fee	5%	$ 1,079.86	100%	$ 1,079.86	$ $1,065.90	$ 13.96
Construction Adm. A/E Fee	20%	$ 4,319.45	99%	$ 4,276.25	$ $4,220.96	$ 55.29
Reimbursables		$ 3,769.61	0%	$ 3,769.61	$ $3,769.61	$ 0.00
TOTALS		$ 26,543.76		$ 26,500.56	$ 26,221.87	$ 278.69
				Total Amount This Request		$ **278.69**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$362,124.33 x Arch % Rate of **** = $23,538.08 x Bidding Phase of 5.0% = **$1,176.90** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
BAse Bid for WIC	$1,405,000.00	7b	14,817	$94.823514	2,838	$269,109.13
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	6b	35,691	$6.107982	2,838	$17,334.45
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	6c	35,691	$2.577681	2,838	$7,315.46
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	6d	35,691	$6.164019	2,838	$17,493.49
Alt.#4 Insulated Concrete Forms	$66,000.00	6e	35,691	$1.849206	2,838	$5,248.05
Sitework	$573,769.30	2,5	35,691	$16.076022	2,838	$45,623.75
						$362,124.33 *

Lowest Responsive Bid Received on 9/2/09 for WIC

The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — February 24, 2011

Architect — Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Please make checks payable to: Reynaldo Vargas, Architect, Inc.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: **Twenty (20) - D**

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture Contract No 09-037-01-13

Address: 2029 Industrial Drive P.O. # 622522

City/State McAllen, Texas 78504

TOTAL PROJECT COST	**$995,789.55** [13c]	**Arch % Rate:**	**6.5%**	***$**	**$64,726.32**
+ Change Order #1	**$11,430.75**	**Arch % Rate:**	**6.5%**	***$**	**$743.00**
+ Change Order #2	**$9,393.54**	**Arch % Rate:**	**6.5%**	***$**	**$610.58**
+ *First Bidding Phase - 09/02/09					$2,644.55
	$1,016,613.84			**Max. Contract Amt.**	**$68,724.45**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 9,911.98	100%	$ 9,911.98	$ $9,820.40	$ $91.58
Design Development						
A/E Fee	20%	$ 13,215.98	100%	$ 13,215.98	$ $13,093.86	$ $122.12
Constr. Doc. Phase						
A/E Fee	40%	$ 26,431.96	100%	$ 26,431.96	$ $26,187.73	$ $244.23
Bidding Phase 09/02/09						
5% of $813,708.48 *		$ 2,644.55 ^	100%	$ 2,644.55	$ $2,644.55	$ $0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 3,303.99	100%	$ 3,303.99	$ $3,273.47	$ $30.52
Construction Adm.						
A/E Fee	20%	$ 13,215.98	99%	$ 13,083.81	$ $12,962.92	$ $120.89
Reimbursables		$ 3,769.61		$ 3,769.61	$ 3,769.61	$ $0.00
TOTALS		$ 72,494.05		$ 72,361.88	$ 71,752.54	$ $609.34
					Total Amount This Request	$ **$609.34**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$813,708.48 x Arch % Rate of 6.5% = $52,891.05 x Bidding Phase of 5.0% = **$2,644.55** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Tax Office						$644,000.00 [7c]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,178	$31,627.13
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	5,178	$13,347.23
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,178	$31,917.29
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,178	$9,575.19
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,178	$83,241.64
Lowest Responsive Bid Received on 9/2/09 for Tax Office						$813,708.48 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — February 24, 2011 — Reynaldo Vargas, A.I.A.

Architect — Date

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: **Twenty (20) - E**

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office **for Hidalgo County, Pharr, Texas**

No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13

Address: 2029 Industrial Drive

P.O. # 622522

City/State McAllen, Texas 78504

TOTAL PROJECT COST	**$1,261,433.18** [13d]	**Arch % Rate:**	**6.5%**	***$**	**$81,993.16**
+ Change Order #1	**$11,430.75**	**Arch % Rate:**	**6.5%**	***$**	**$743.00**
+ Change Order #2	**$19,232.44**	**Arch % Rate:**	**6.5%**	***$**	**$1,250.11**
+ *First Bidding Phase - 09/02/09					$4,785.64
	$1,292,096.37			**Max. Contract Amt**	**$88,771.91**

Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design A/E Fee 15%	$ 12,597.94	100%	$ 12,597.94	$ $12,410.42	$ 187.52
Design Development A/E Fee 20%	$ 16,797.25	100%	$ 16,797.25	$ $16,547.23	$ 250.02
Constr. Doc. Phase A/E Fee 40%	$ 33,594.51	100%	$ 33,594.51	$ $33,094.46	$ 500.04
Bidding Phase 09/02/09 5% of $1,472,505.12 *	$ 4,785.64 ^	100%	$ 4,785.64	$ $4,785.64	$ 0.00
Bidding Phase 10/28/09 A/E Fee 5%	$ 4,199.31	100%	$ 4,199.31	$ $4,136.81	$ 62.51
Construction Adm. A/E Fee 20%	$ 16,797.25	99%	$ 16,629.28	$ $16,381.77	$ 247.51
Reimbursables	$ 3,769.61		$ 3,769.61	$ 3,769.61	$ 0.00
TOTALS	$ 92,541.51		$ 92,373.54	$ 91,125.94	$ 1,247.60
				Total Amount This Request	**$ 1,247.60**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$1,472,505.12 x Arch % Rate of **** = $95,712.83 x Bidding Phase of 5.0% = **$4,785.64** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for JOP Offices						$1,150,000.00 [7d]
Alt.#1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	9,840	$60,102.54
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	9,840	$25,364.38
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	9,840	$60,653.95
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	9,840	$18,196.19
Sitework	$573,769.30	[2,5]	35,691	$16.076022	9,840	$158,188.06
Lowest Responsive Bid Received on 9/2/09 for JOP Offices						$1,472,505.12 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture — February 24, 2011 — Reynaldo Vargas, A.I.A.

Architect — Date

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

February 24, 2011

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**
Pharr, Texas
Request for Payment
Contract No. 09-037-01-13
PO #'s: 617618; 622522-622525

Commissioner Palacios:

Enclosed please find four revised sets of the following:

1. Document B, Review and Approval by Hidalgo County Precinct 2 of **Architect's Request for Payment #20 (A-E)** for the **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**, for your signature
2. **Architect's Request for Payment #20 (A-E) in the amount totaling ($3,816.34)** for the **New Administration Offices for Hidalgo County Pct. 2 and Other County Offices.**

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office, and one set to Rocío Villarreal, Hidalgo County Purchasing Department.

Your prompt attention to this request is greatly appreciated.

Sincerely,

Reynaldo Vargas, A.I.A.
RV:sic
08-101016\INV LTRS\#19-122810

RECEIVED BY:_____ TIME:_____

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242