AI-26320 **2.A.**

VEHICLE TIRES EXPENDITURE

CC CONSENT

Date:	04/26/2011
Submitted By:	Nancy Ponce, CONSTABLE PCT. #4
Submitted For:	Nancy Ponce
Department:	CONSTABLE PCT. #4
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

2011 - Constable Pct #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Available account balance as of 4/20/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 10:43 AM	APRV
2	JC Carreon	JC Carreon	04/20/2011 10:16 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Nancy Ponce Started On: 04/19/2011 09:47 AM

Final Approval Date: 04/21/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: April 19, 2011

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 1-1100-421-00-294-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
613	CONST PCT 4 SAFETY SUPPLIES	672	CONST PCT4 EQ&VEH R&M SUPPLIE	$ 400.00
			TOTAL	$ 400.00

REASON: TRANSFER NEEDED TO COVER VEHICLE TIRES AS THEY ARE NEEDED AS SOON AS POSSIBLE FOR THE SERVICES OF THE DEPUTIES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-26330 **2.B.**

2011 - T.B. Elimination CY 11 Line Item Transfer (011)

CC CONSENT

Date: 04/26/2011
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. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1293-441-00-340-011-0-540
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 04/19/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 03:10 PM	APRV
2	Ana Galvan	Anna Galvan	04/19/2011 05:04 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Mike Escaname
Started On: 04/19/2011 02:34 PM

Final Approval Date: 04/21/2011

Date: April 19, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-011-0-XXX - TDH T.B. ELIM
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
1-1293-441-00-340-011-0-540	ADVERTISING	1-1293-441-00-340-011-0-432	EQUIP & VEH R & M SERVICES	$470.00
1-1293-441-00-340-011-0-540	ADVERTISING	1-1293-441-00-340-011-0-672	EQUIP & VEH R & M SUPPLIES	$225.00
			Amount	$ 695.00

Reason: Line item transfer needed to place money in proper object code;
To cover anticipated grant expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-26327 **2.C.**

2011 - TB Control FY 11 Line Item Transfer (008)

CC CONSENT

Date: 04/26/2011
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. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-008-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available account balance as of 4/20/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 03:10 PM	APRV
2	JC Carreon	JC Carreon	04/20/2011 10:22 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Mike Escaname Started On: 04/19/2011 02:22 PM

Final Approval Date: 04/21/2011

Date: April 19, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-008-1- T.B. CONTROL
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
1-1293-441-00-340-008-1-560	T.B. CONTROL-MICROFIL & FI	1-1293-441-00-340-008-1-432	T.B. CONTROL-REPAIR & MAI	$445.00
1-1293-441-00-340-008-1-560	T.B. CONTROL-MICROFIL & FI	1-1293-441-00-340-008-1-672	T.B. CONTROL-REPAIR & MAI	$215.00
			Amount	$ 660.00

Revenue Account
Amount Requested: $ 660.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-26325 **2.D.**

2011 - Health Adm Program Income Line Item Transfer (005)

CC CONSENT

Date: 04/26/2011
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. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1293-441-00-340-005-0-601
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	04/19/2011 02:45 PM	APRV
2	Norma Silva	Norma Silva	04/20/2011 10:50 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Mike Escaname
Started On: 04/19/2011 12:04 PM

Final Approval Date: 04/21/2011

Date: April 19, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-005-0-
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
1-1293-441-00-340-005-0-601	Office&Computer Supplies	1-1293-441-00-340-005-0-661	Minor Office Furn. & Equip.	$7,055.00
			Amount	$7,055.00

Revenue Account
Amount Requested: $7,055.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-26292 **2.E.**

2011 - Health & Human Services Dept. (Adm Program 001) Line Item Transfer CC CONSENT

Date: 04/26/2011
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. #: 1-1100-441-00-340-001-0-630
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	04/15/2011 03:51 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/21/2011 03:14 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Mike Escaname
Started On: 04/15/2011 01:14 PM

Final Approval Date: 04/21/2011

Date: April 19, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
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
1-1100-441-00-340-001-0-630	FOOD	1-1100-441-00-340-001-0-619	OTHER MISC SUPPLIES	$ 900.00
1-1100-441-00-340-001-0-640	REFERENCE MATERIALS	1-1100-441-00-340-001-0-432	EQUIP&VEH R&M SRV	$ 900.00
			Amount	$ 1,800.00

Revenue Account
Amount Requested: $ 1,800.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-26289 **2.F.**

2011 - Office of Border Health FY 10 Line Item Transfer

CC CONSENT

Date: 04/26/2011
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. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-10-340-028-0-XXX
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	04/15/2011 03:50 PM	APRV
2	Norma Silva	Norma Silva	04/20/2011 09:27 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Mike Escaname Started On: 04/15/2011 11:40 AM

Final Approval Date: 04/21/2011

Date: April 28, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-10-340-028-0-
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
1-1293-441-10-340-028-0-113	REG F/T EMPLOYEES	1-1293-441-10-340-028-0-211	HEALTH INSURANCE	$ 579.94
1-1293-441-10-340-028-0-220	FICA	1-1293-441-10-340-028-0-211	HEALTH INSURANCE	$ 103.89
1-1293-441-10-340-028-0-230	RETIREMENT	1-1293-441-10-340-028-0-211	HEALTH INSURANCE	$ 39.15
1-1293-441-10-340-028-0-250	UNEMPLOYMENT	1-1293-441-10-340-028-0-211	HEALTH INSURANCE	$ 2.05
1-1293-441-10-340-028-0-601	OFFICE SUPPLIES	1-1293-441-10-340-028-0-211	HEALTH INSURANCE	$ 174.97
			Amount	$ 900.00

Revenue Account
Amount Requested: $ 900.00

Reason: Line item transfer needed to fund anticipated expenditures.
Grant ends on 07/31/11.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-26331 **2.G.**

LINE ITEM TRANSFER

CC CONSENT

Date: 04/26/2011
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-

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

BUDGETARY IMPACT:

Available account balance as of 4-19-2011.

Attachments

Link: lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 04:44 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/21/2011 03:14 PM	APRV
3	Auditor's Office	Angela Garcia	04/21/2011 05:23 PM	APRV

Form Started By: Maria Medina Started On: 04/19/2011 03:10 PM

Final Approval Date: 04/21/2011

DATE: April 19, 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
531	Telephone and telegraph	664	Other minor equipment	$302.28
			TOTAL	302.28

REASON: ***Transfer needed to purchase a hand truck (dolly).***

DEPARTMENT HEAD SIGNATURE

4/19/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26318 **2.H.**

vehicle repair transfer

CC CONSENT

Date: 04/26/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - DBM Workers' Comp. (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 04-21-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 09:29 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/21/2011 03:18 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Angela Garcia Started On: 04/19/2011 09:17 AM

Final Approval Date: 04/21/2011

DATE: 04/19/11

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM - WORKERS COMP.

ACCOUNT NUMBER: 1-2202-419-50-115-065-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	OFFICE SUPPLIES	672	R & M SUPPLIES - EQUIP. & VEH.	700.00
601	OFFICE SUPPLIES	432	R & M SERVICES - EQUIP. & VEH.	500.00
			TOTAL	**1,200.00**

REASON: PURCHASE TIRES FOR COUNTY VEHICLE AND VEHICLE NEEDS BRAKES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-26274 **2.I.**

Elections Dept- LIT

CC CONSENT

Date: 04/26/2011
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

350 --> 441 $900.00
Available balance as of 04/14/11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/14/2011 10:11 AM	APRV
2	Norma Silva	Norma Silva	04/19/2011 10:48 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Veronica Lopez
Started On: 04/14/2011 09:31 AM

Final Approval Date: 04/21/2011

DATE: April 14, 2011

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

2011
Transfer

AI- 26274

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
350	Elections Dept- Other Services	441	Elections Department- Rental of land and bldgs.	$900.00
			TOTAL	$900.00

REASON:
Transfer needed for shredder storage.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26302 **2.J.**

Line Item Transfer

CC CONSENT

Date:	04/26/2011
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 Marshal (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?: N

BUDGETARY IMPACT:

Funds available as of 04/19/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 09:28 AM	APRV
2	Ana Galvan	Anna Galvan	04/19/2011 04:42 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Yolanda Orozco Started On: 04/18/2011 02:09 PM

Final Approval Date: 04/21/2011

DATE: April 28, 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
1-1100-422-10-300-001-0-584	Registration Fee		1-1100-422-10-300-001-0-611	Police Supplies	$652.74
		->			
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		->			
					$652.74

REASON: To complete purchase of police supplies

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-26285 **2.K.**

INTRA - CAP (1200)

CC CONSENT

Date:	04/26/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Border Colonia Access Program (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-125-028-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 04/19/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/15/2011 03:49 PM	APRV
2	Ana Galvan	Anna Galvan	04/19/2011 04:55 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Marcie Jackson

Started On: 04/14/2011 04:32 PM

Final Approval Date: 04/21/2011

DATE: April 14, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Colonia Access Program for CAP- (1200)

ACCOUNT NUMBER: 1-1200-431-00-125-028-0-890

AI-26285 04/28/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	COLONIA ACCESS PRG-OTHER	601	COLONIA ACCESS PRG-OFFICE & COMPU SUPP	$1,000.00
			TOTAL	**1,000.00**

REASON:
Transfer needed to fund future expenditures for office and computer supplies.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26321 **2.L.**

WIC - BF

CC CONSENT

Date:	04/26/2011
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria
Department:	WIC
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

Line Item transfer to the BF Grant.
1.1292.441.00.350.002.1.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-002-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4/20/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 10:44 AM	APRV
2	JC Carreon	JC Carreon	04/20/2011 10:19 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Margarita Gonzalez Started On: 04/19/2011 10:23 AM

Final Approval Date: 04/21/2011

DATE: 04/19/11

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	113 Employees F/T	→	1.1292.441.00.350.002.1	212 Life Insurance	500.00
1.1292.441.00.350.002.1	113 Employees F/T	→	1.1292.441.00.350.002.1	250 Unemployment	1,000.00
1.1292.441.00.350.002.1	113 Employees F/T	→	1.1292.441.00.350.002.1	583 Travel of County	2,000.00
1.1292.441.00.350.002.1	113 Employees F/T	→	1.1292.441.00.350.002.1	584 Registration	600.00
Total:					4,100.00

REASON: To encumber cost for expenditures that are needed.

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

AI-26382 **2.M.**

Line Item Transfer

CC CONSENT

Date:	04/26/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Federal Sharing - U.S. Dept. of Justice (1229)

BACKGROUND

See attached Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1229-421-00-280-007-0

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 04/21/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Angela Garcia	04/21/2011 03:22 PM	APRV
2	Budget & Management	Angela Garcia	04/21/2011 04:00 PM	APRV
3	Ana Galvan	Anna Galvan	04/21/2011 04:15 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Rosie Hinojosa

Started On: 04/21/2011 02:23 PM

Final Approval Date: 04/21/2011

DATE: 4/21/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of Justice

ACCOUNT NUMBER: 1-1229-421-00-280-007-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1229-421-00-280-007-0-748	Other Equipment	→	1-1229-421-00-280-007-0-611	Police Supplies	6,000.00
1-1229-421-00-280-007-0-748	Other Equipment	→	1-1229-421-00-280-007-0-668	Police Weapons & Bulletproof Vests	7,500.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		T O T A L			**$13,500.00**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

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

AI-26353 **2.N.**

Line Item Transfer

CC CONSENT

Date:	04/26/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Federal Sharing - US Department of Justice (1229)

BACKGROUND

See attached Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4/20/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/20/2011 01:28 PM	APRV
2	JC Carreon	JC Carreon	04/20/2011 01:42 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Rosie Hinojosa Started On: 04/20/2011 01:02 PM

Final Approval Date: 04/21/2011

DATE: 4/20/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of Justice

ACCOUNT NUMBER: 1-1229-421-00-280-007-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1229-421-00-280-007-0-748	Other Equipment	→	1-1229-421-00-280-007-0-619	Other Misc. Supplies	500.00
		→			
		→			
		→		

AI-26326 **2.O.**

Line Item Transfer

CC CONSENT

Date:	04/26/2011
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-

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

BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/19/2011 01:25 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 03:08 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	04/21/2011 03:14 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Myra Montoya Started On: 04/19/2011 01:14 PM

Final Approval Date: 04/21/2011

DATE: 4/19/2011

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	812- SOFTWARE LICENSES RENEWALS	→	1-1100-421-00-280-001-0	811- LICENSES AND PERMITS	$450.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
			T O T A L		**$450.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR ACADEMY LICENSE RENEWAL.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-26304 **2.P.**

Line Item Transfer

CC CONSENT

Date:	04/26/2011
Submitted By:	Dora Gutierrez, COUNTY COURT #1
Submitted For:	Judge Rudy Gonzalez
Department:	COUNTY COURT #1
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - County Court at Law #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

890-->630 - $ 600.00; Funding available as of 4/20/11.

Attachments

Link: LINE ITEM TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 09:29 AM	APRV
2	Norma Silva	Norma Silva	04/20/2011 10:26 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Dora Gutierrez Started On: 04/18/2011 02:47 PM

Final Approval Date: 04/21/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **April 21, 2011**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: **COUNTY COURT AT LAW #1**

ACCOUNT NUMBER: **1-1100-412-00-021-001-0**

CONTACT PERSON: **DORA GUTIERREZ** PHONE: **956.318.2375**

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	630	FOOD	$ 600.00
			TOTAL	$ 600.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-26368 **2.Q.**

2011-Pct#1 R&B (1200)

CC CONSENT

Date: 04/26/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 4/21/2011

Attachments

Link: 2011-Pct#1 R&B (1200)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/21/2011 10:21 AM	APRV
2	JC Carreon	JC Carreon	04/21/2011 02:37 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Jorge Flores
Started On: 04/20/2011 03:56 PM

Final Approval Date: 04/21/2011

DATE: April 21, 2011 **MEETING REQUEST DATE:** May 3, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-005	-0	613	Safety Supplies	1	-1200	-431	-00	-121	-005	-0	748	Other Equipment	5,000.00
																		5,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26367 **2.R.**

2011-Pct#1 San. (1100)

CC CONSENT

Date: 04/26/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 4/21/2011

Attachments

Link: 2011-Pct#1 San. (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/21/2011 10:22 AM	APRV
2	JC Carreon	JC Carreon	04/21/2011 02:39 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Jorge Flores
Started On: 04/20/2011 03:54 PM

Final Approval Date: 04/21/2011

DATE: April 21, 2011 **MEETING REQUEST DATE:** May 3, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 SANITATION JE-

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1-	1100-	432-	00-	121-	001-	0-	350	Other Services	1-	1100-	432-	00-	121-	001-	0-	346	Hauling & Freight	20,000.00
1-	1100-	432-	00-	121-	001-	0-	350	Other Services	1-	1100-	432-	00-	121-	001-	0-	671	Bldg. & Other Struc. R&M	3,000.00
																		23,000.00

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26372 **2.S.**

Budget Line-Item Transfer for Administration Office

CC CONSENT

Date:	04/26/2011
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 Adm. (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 as of 04/21/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/21/2011 09:52 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/21/2011 03:14 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 04/21/2011 07:52 AM

Final Approval Date: 04/21/2011

DATE: April 20, 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
743	OFFICE FURNITURE & EQUIPMENT	607	HOUSEHOLD & JANITORIAL SUPPLY	$1,500.00
743	OFFICE FURNITURE & EQUIPMENT	664	OTHER MINOR EQUIPMENT	$1,000.00
743	OFFICE FURNITURE & EQUIPMENT	748	OTHER EQUIPMENT	$1,000.00
			TOTAL	$3,500.00

REASON:
Transfer needed for supplies & equipment to both offices.

DEPARTMENT HEAD SIGNATURE

4/20/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26371 **2.T.**

Budget Line-Item Transfer for Sanitation Department.

CC CONSENT

Date:	04/26/2011
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 as of 04/20/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/21/2011 09:52 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/21/2011 03:14 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/20/2011 05:34 PM

Final Approval Date: 04/21/2011

DATE: April 20, 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	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$3,000.00
421	DISPOSAL	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$3,000.00
			TOTAL	**$6,000.00**

REASON:
Transfer needed for funding for a Equipment & Vehicle Repairs.

DEPARTMENT HEAD SIGNATURE

4/20/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26340 **2.U.**

Pct #3 Transfer

CC CONSENT

Date: 04/26/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 4/20/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 05:01 PM	APRV
2	JC Carreon	JC Carreon	04/20/2011 10:23 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Norma Ceballos Started On: 04/19/2011 04:54 PM

Final Approval Date: 04/21/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/26/11

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct #3 P/U Rd-Equip & Veh R&M Srv.	679	Pct #3 P/U Rd-Other R&M Supplies	$ 5,000.00
343	Pct #3 P/U Rd-Laundry & Dry Cleaning	679	Pct #3 P/U Rd-Other R&M Supplies	$ 2,000.00
			TOTAL	**$ 7,000.00**

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-26322 **2.V.**

Pct. #4 Rd Maint (1200)

CC CONSENT

Date: 04/26/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #4 Rd Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 04/19/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 11:05 AM	APRV
2	Ana Galvan	Anna Galvan	04/19/2011 04:35 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Jr. Munoz
Started On: 04/19/2011 10:44 AM

Final Approval Date: 04/21/2011

DATE: April 21, 2011 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

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, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
673	R&B R&M Supplies	626	Gasoline / Diesel	50,000.00
673	R&B R&M Supplies	679	Other R&M Supplies	5,000.00
			TOTAL	55,000.00

REASON: Transfer to cover day to expenses of the Precinct.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-26374 **3.A.**

Pct. 1 Drain Improv. Proj. CO's 2009 Jan. & Feb. 2011 labor reimbursements
CC CONSENT

Date:	04/26/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of 2011 interdepartmental transfer within Pct. 1 CO's 2009 from Pct. 1 Drain. Imprv., program #052, to HCCID #9 Drain Channels, program #092, in the amount of $13,400.00 to fund Drainage Improvement Project labor reimbursements for January (PP# 2) and February 2011 (PP #3 & 4).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-0XX-0-7XX

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

BUDGETARY IMPACT:

1-1339-431-00-121-052-0-748 --> 1-1339-431-00-121-092-0-733 $13,400.00 to fund Jan. (PP #1) & Feb. 2011 (PP #3 & 4) Drainage Improvement Project labor reimbursements.

Funds in the amount of $66,375.68 available as of 04/21/11.

Attachments

Link: Pct. 1 Drainage transfer-labor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	04/21/2011 10:52 AM	APRV
2	Budget & Management	Dina Trevino	04/21/2011 03:23 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/21/2011 03:47 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Ivan Cantu Started On: 04/21/2011 10:06 AM

Final Approval Date: 04/21/2011

DATE: May 3, 2011

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2009

ACCOUNT NUMBER: 1-1339-431-00-121-0XX-0-7XX

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:			
1-1339-431-00-121-052-0- 748	CO 2009-Pct. 1 Drain Imprv-	Other Equipment	(13,400.00)
TO:			
1-1339-431-00-121-092-0- 733	CO 2009-Pct. 1-HCCID #9 Drain Channels-	Drainage Ditches	13,400.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund January (PP #2) and Feb. 2011 (PP #3 & 4) Drainage Improvement Project labor reimbursements.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-26370 **3.B.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project Payroll & Fuel Reimb. (1342)

CC CONSENT

Date:	04/26/2011
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Pct#4 - Drainage Impr. Proj.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
1. Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to:

Program#	Project Name	Amount
039	Fike Pond	3,203.46
048	Dickerson Pond	67,275.45
049	North Branch Drain	22,271.30
067	Hoehn Drain	1,537.19
072	Trenton Drain	5,010.68
074	Faysville Pump	22,973.43
	Total	**122,271.51**

in the total amount of $122,271.51 to fund January (PP#2) and February (PP#3&4) 2011 Drainage Labor Reimbursements.

2. Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - $39,124.11), to North Branch Drain (program 049 - $75.31), and to Faysville Pump (program 074 - $5,492.09) in the total amount of $44,691.51 to fund January and February - 2011 Drainage Fuel Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1342-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item A:
Funding available as of 4-20-11
1-1342-431-00-124-036-0-890 --> 0-1342-431-00-124-0XX-0-733 $122,271.51
To fund January (PP#2) and February 2011 Drainage Labor reimbursements.

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Item B:
Funding available as of 4-20-11
1-1342-431-00-124-036-0-890 --> 0-1342-431-00-124-0XX-0-733 $44,691.51
To fund January and February 2011 Drainage Fuel reimbursements.

Attachments

Link: Interdept - Labor

Link: Interdept - Fuel

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa	Manuel Chapa	04/21/2011 09:28 AM	APRV
2	Budget & Management	Dina Trevino	04/21/2011 09:54 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/21/2011 03:17 PM	APRV
4	Budget & Management	Dina Trevino	04/21/2011 03:24 PM	APRV
5	Ivan Cantu	Ivan Cantu	04/21/2011 03:38 PM	APRV
6	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Manuel Chapa Started On: 04/20/2011 04:15 PM

Final Approval Date: 04/21/2011

DATE: April 20, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project (1342)

AI# 26370

ACCOUNT NUMBER: 1-1342-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
1-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(122,271.51)
1-1342-431-00-124-039-0-733	CO2010A&B-PCT4 FIKE POND-DRAINAGE DITCHES	3,203.46
1-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	67,275.45
1-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	22,271.30
1-1342-431-00-124-067-0-733	CO2010A&B-PCT4 HOEHN DRAIN - DRAINAGE DITCHES	1,537.19
1-1342-431-00-124-072-0-733	CO2010A&B-PCT4 TRENTON DRAIN-DRAINAGE DITCHES	5,010.68
1-1342-431-00-124-074-0-733	CO2010A&B-PCT4 FAYSVILLE PUMP-DRAINAGE DITCHES	22,973.43
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to various programs to fund Pct#4 Drainage Improvement Projects - Payroll Reimbursements for January and February 2011 (PP 2 thru PP 4).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: April 20, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project (1342)

AI# 26370

ACCOUNT NUMBER: 1-1342-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
1-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(44,691.51)
1-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	39,124.11
1-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	75.31
1-1342-431-00-124-074-0-733	CO2010A&B-PCT4 FAYSVILLE PUMP-DRAINAGE DITCHES	5,492.09
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to program 048, 049, & 074 to fund Pct#4 Drainage Improvement Projects - Fuel Reimbursements for January and February 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-26316 **4.A.**

D.A. Hot Checks Monthly Report - March 2011

CC CONSENT

Date:	04/26/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Attorney:
Approval of March 2011 Processing Fees Report.

BACKGROUND

D.A. Hot Checks Monthly Report - March 2011

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 09:29 AM	APRV
2	Sylvia Solis	Sylvia Solis	04/19/2011 11:03 AM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Roy Cazares — Started On: 04/18/2011 04:58 PM

Final Approval Date: 04/21/2011

COPY

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED March 31, 2011

MONIES RECEIVED

BEGINNING RECEIPT #	88686	ENDING RECEIPT #	89125

TOTAL RECEIPTS FOR THIS MONTH:	440
TOTAL RECEIPTS VOIDED THIS MONTH:	8

Restitution Collected This Month *PC Ch. 32.41 (e)*	$204,243.57
Court Costs Collected This Month *CCP Art. 102.0071*	21,028.25
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	19,593.51
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	7,165.00
Overpayments/Refunds for This Month	1,289.65
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$253,319.98

DISBURSEMENTS

BEGINNING CHECK #	183289	ENDING CHECK #	183611

TOTAL CHECKS FOR THIS MONTH:	323
TOTAL CHECKS VOIDED THIS MONTH:	0

Restitution Disbursed This Month	$204,305.21
Court Costs Disbursed This Month	21,028.25
Processing Fees Disbursed- County Treasurer	19,593.51
Merchant Fees Disbursed This Month	7,165.00
Refunds of Overpayments to Defendants	1,228.01
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$253,319.98

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

Hidalgo County Criminal District Attorney — Date: 4-5-11

Prepared By — Date: 4-5-11

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

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-26329 **5.A.**

Pipeline Permit

CC CONSENT

Date:	04/26/2011
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. North Alamo Water Supply:
a. Heidelberg (NWC 2E/9N) Pine Ave ES/S Linden Ave- Bore- Maria A. Balandran- 3/4" service connection
b. Heidelberg L25- Approximately 35' of line ext from the existing waterline on the east side of alley north of Walnut St/E Olive St- Line Ext- Enriqueta Perez- 3/4" service connection

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/20/2011 01:28 PM	APRV
2	Olga Garza	Olga Garza	04/20/2011 01:55 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Sandra Garcia — Started On: 04/19/2011 02:33 PM

Final Approval Date: 04/21/2011

REVISED JANUARY 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 28th day of April, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 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. Heidelberg (NWC 2E/9N) Pine Ave ES/S Linden Ave- Bore- Maria A. Balandran- ¾" service connection
- 2. Heidelberg L25 – Approximately 35' of line ext from the existing waterline on the east side of alley north of Walnut St / E Olive St- Line Ext- Enriqueta Perez- 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-26296 **6.A.**

Tax Office Refunds

CC CONSENT

Date:	04/26/2011
Submitted By:	Hilda Fuentes, TAX OFFICE
Submitted For:	Hilda Fuentes
Department:	TAX OFFICE
Agenda Category:	Tax Refunds

Information

CAPTION

Acct#	Payer	Amt
C9538.01.000.0001.00	Corelogic	$3087.83
D6500.02.000.0039.00	Corelogic	$3580.91
J1835.03.000.0055.00	Maria R & Jose G III Diaz	$3876.29
L3390.01.000.0024.00	Corelogic	$3542.09
M5200.99.000.0000.J6	TCF Equipment Finance Inc	$8974.56
P5450.99.001.0001.03	McAllen Nursing Center	$4266.04
Q0950.00.001.0015.00	Corelogic	$3065.84
S6208.02.000.0035.00	Bac Tax Services	$3863.24
T0940.03.000.0063.00	Corelogic	$3019.22
T0943.09.000.0024.00	Corelogic	$2880.73
T6700.00.00B.0000.00	Corelogic Commercial Real Estate	$2677.97
W4292.00.000.0092.00	Corelogic	$2930.50

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: accts pg
Link: corelogic
Link: corelogic D6500
Link: diaz
Link: corelogic L3390
Link: tcf
Link: mcallen
Link: corelogic Q0950
Link: bac
Link: corelogic T0940

Link: corelogic T0943

Link: corelogic comm

Link: corelogic W4292

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/18/2011 10:46 AM	APRV
2	Roland Garcia	Angela Garcia	04/19/2011 10:42 AM	APRV
3	Perla Lopez	Perla Lopez	04/19/2011 10:52 AM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Hilda Fuentes

Started On: 04/18/2011 08:35 AM

Final Approval Date: 04/21/2011

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

April 15, 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. C9538.01.000.0001.00	CORELOGIC	$ 3,087.83
2.D6500.02.000.0039.00	CORELOGIC	$ 3,580.91
3.J1835.03.000.0055.00	MARIA R & JOSE G III DIAZ	$ 3,876.29
4.L3390.01.000.0024.00	CORELOGIC	$ 3,542.09
5.M5200.99.000.0000.J6	TCF EQUIPMENT FINANCE INC	$ 8,974.56
6.P5450.99.001.0001.03	MCALLEN NURSING CENTER	$ 4,266.04
7.Q0950.00.001.0015.00	CORELOGIC	$ 3,065.84
8.S6208.02.000.0035.00	BAC TAX SERVICES	$ 3,863.24
9.T0940.03.000.0063.00	CORELOGIC	$ 3,019.22
10.T0943.09.000.0024.00	CORELOGIC	$ 2,880.73
11.T6700.00.00B.0000.00	CORELOGIC COMMERCIAL REAL ESTATE	$ 2,677.97
12.W4292.00.000.0092.00	CORELOGIC	$ 2,930.50

010311 186

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: 12/22/2010

Account Number
C9538-01-000-0001-00
HCAD No. 643158
Legal Description of the Property
CRYSTAL ESTATES PH 1 LOT 1
3409 MOCKINGBIRD AVE
OWNER: RUBIO MONICA

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 4-7-11
L.C 4/12/11

2010 OVERAGE AMOUNT $3,087.83

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

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: CORELOGIC c/o BAYVIEW	Relationship to Property Owner: MORTGAGE SERVICER	
	Mailing Address: P.O. Box 961250	Daytime Telephone Number: 817-699-3933	
	City, State, Zip Code: Ft. Worth, TX 76161		
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		$3,087.83
	Total tax, penalty, and interest amount owed for the year		PROVIDED IF ANY
	Amount of refund claimed		$3,087.83
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 Kandra Rozich Agent c/o Corelogic		Date of application 3-16-11
	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: 4/13/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By:		Date: 3/31/11

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

4/1

.1.13

010311|94

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: 12/22/2010

Account Number
D6500-02-000-0039-00
HCAD No. 604650

Legal Description of the Property
DOMINIQUE ESTATES PH 2 LOT 39

2001 W TEXAS AVE

OWNER: RODRIGUEZ ARNOLDO & DEYLA

2010 OVERAGE AMOUNT $3,580.91

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4-7-11
4/12/11

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 37: CITY OF SAN JUAN, 43: PHARR,SAN JUAN,ALAMO 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: CORELOGIC C/O COMPASS BANK	Relationship to Property Owner: MORTGAGE SERVICER
	Mailing Address: P.O. BOX 961250	Daytime Telephone Number: 817-699-3933
	City, State, Zip Code: FT. WORTH, TX 76161	
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) PAID ON INCORRECT PARCEL
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$3580.91
	Total tax, penalty, and interest amount owed for the year	PROVIDED IF ANY
	Amount of refund claimed	$3580.91
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 Kaustyn Rogocki Agent C/O Corelogic	Date of application: 3-18-11
	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: 4/13/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 3/3/11

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

4/1

.1.13

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
MARIA R & JOSE G III DIAZ

Present mailing address *(number and street)*
P O BOX 742

City, town or post office, state, ZIP code
PROGRESO, TX 78579

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): J.R. #3 LOT 55 *

Step 2: Describe the property

Address or location of property:

521061 *

Account number of property:
J1835.03.000.0055.00 *

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 *	1/28 / 2011	$ 3876.29	$ 3876.29
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3876.29 *

Taxpayer's reason for refund *(attach supporting documentation)*: P/E AS PER TP NEEDED TO PAY ON THE BACK YRS. THEY HAVE A JUDGEMENT ON THE ACCT.

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: 3-28-11

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3/4/11 J.C. 4/12/11

sign here ➡ Authorized officer

Date: 4/13/11

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: 3/31/11

4/1

010311 028

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: 12/22/2010

Account Number
L3390-01-000-0024-00
HCAD No. 216892
Legal Description of the Property
LAS VILLAS #1 LOT 24
128 MARIGOLD AVE
OWNER: HERNANDEZ LORENZO & ROSA MARIA

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: APR 4-5-11
4/12/11

2010 OVERAGE AMOUNT $3,542.09

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: CORELOGIC C/O COMPASS BANK	Relationship to Property Owner: MORTGAGE SERVICER
	Mailing Address: P.O. BOX 961250	Daytime Telephone Number: 817-699-3933
	City, State, Zip Code: FT. WORTH, TX 76161	
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	$3,542.90
	Total tax, penalty, and interest amount owed for the year	PROVIDED IF ANY
	Amount of refund claimed	$3542.90
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 Kaudney Rasgoich Agent C/O Corelogic	Date of application: 3-18-11
	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: 4/13/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 3/31/11

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

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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: 01/25/2011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 4/1/11
4/12/11

TCF EQUIPMENT FINANCE INC ✱

11100 WAYZATA BLVD STE 801 ✱
MINNETONKA , MN 55305-5517

Account Number
M5200-99-000-0000-J6
HCAD No. 20822211 ✱

Legal Description of the Property
LEASED EQUIPMENT AT MISSION SCHOOL & MISSION CITY / NEW ACCT 2010

1300 S BRYAN RD

OWNER: TCF EQUIPMENT FINANCE INC

2010 OVERAGE AMOUNT $8,974.56

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	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number 952-656-7581
	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)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	12,597.30
	Total tax, penalty, and interest amount owed for the year	3,622.74
	Amount of refund claimed	8974.56 ✱
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 2-11-11 ✱
	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: 4/13/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: ✱	Date: 3/4/11 ✱

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

3/8

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

MAR 0 1 2011

Print Date: 02/10/2011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DEL 3/30/11
C 4/12/11

MCALLEN NURSING CENTER
OPERATING ACCOUNT
368 NEW HEMPSTEAD RD. #309
NEW CITY, NY 10956

Account Number P5450-99-001-0001-03 HCAD No. 664621
Legal Description of the Property ZERO 2010/OWNERSHIP CHG TO P5450-99-0001-0001-04/INVENTORY FURNITURE FIXTURES & EQUIPMENT AT 600 N CYNTHIA 600 N CYNTHIA MCALLEN NURSING CENTER

2010 OVERAGE AMOUNT $4,266.04

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: Buckingham Valley Rehab & Nursing Center	Relationship to Property Owner:
	Mailing Address: 368 New Hempstead Rd # 309	Daytime Telephone Number: 845-490-6060
	City, State, Zip Code: New City, NY 10956	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ 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	
	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 P5450-99-001-0001-04 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	Date of application: 2/24/2011
	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: 4/13/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied	By: _____ Date: 3/10/11

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

3/15

010311 097

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: 12/22/2010

Account Number Q0950-00-001-0015-004 HCAD No. 555947
Legal Description of the Property QUAIL HOLLOW LOT 15 BLK 1 858 QUAIL HOLLOW DR OWNER: BALLI FEDERICO JR

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~Am 4:5~~ 11
P.C 4/12/11

2010 OVERAGE AMOUNT $3,065.84

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		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	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		3065.84
	Total tax, penalty, and interest amount owed for the year		3065.84
	Amount of refund claimed		3065.84
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 Kelly Ivins		Date of application 3-9-11
	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: 4/13/11
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 3/31/11

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

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APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 4/12/11
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: HEREBIA AMROSIO JR & ARACELY B VALENCIA — PAYOR: BAC TAX SERVICES

Present mailing address *(number and street)*: PRESA LA AMISTAD 712 AMPL DELISIAS ESTER Y BRAZIL

City, town or post office, state, ZIP code: REYNOSA, TAMP MEX 88680

Phone *(area code and number)*:

Legal description (or attach copy of the tax bill or tax receipt): STEWART PLACE ESTATES #2 LOT 35

Step 2: Describe the property

Address or location of property:

732544

Account number of property: S6208.02.000.0035.00 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	12/8 / 2010	$ 3863.24	$ 3863.24
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3863.24

Taxpayer's reason for refund *(attach supporting documentation)*: P/E AS PER MORT. PD ON WRONG ACCT, THEY ALSO PD ON CORRECT ACCT. NEED TO REFUND BACK TO MORTGAGE.

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: Candice Stuckland — Date of application for tax refund: 3/3/11

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.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer — Date: 4/13/11

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: 3/23/11

3/23

010311284

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: 12/22/2010

Account Number T0940-03-000-0063-00 HCAD No. 592368
Legal Description of the Property TAURUS ESTATES #3 LOT 63 2917 TULIPAN ST OWNER: WATERFALL VICTORIA REO 2010-02

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 4-6-11

2010 OVERAGE AMOUNT $3,019.22

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 49: LA JOYA 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: CORELOGIC c/o Quantum Servicing	Relationship to Property Owner: Mortgage Servicer
	Mailing Address: P.O. Box 961250	Daytime Telephone Number: 817-699-3933
	City, State, Zip Code: Ft Worth, TX 76161	
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	$ 3,019.22
	Total tax, penalty, and interest amount owed for the year	Provides IF ANY
	Amount of refund claimed	$ 3,019.22
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 Kawtney Rogers Agent c/o CORELOGIC	Date of application: 3-15-11
	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: 4/13/11
TAX OFFICE USE ONLY:	[✓] Approved [ ] Denied By:	Date: 3/31/11

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

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010311286

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: 12/22/2010

Account Number T0943-09-000-0024-00★ HCAD No. 670998★
Legal Description of the Property TAURUS ESTATES #9 PH 3 LOT 24★ 4102 MAGDALENA ST★ OWNER: AURORA LOAN SERVICES LLC

2010 OVERAGE AMOUNT $2,880.73★

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4-5-11

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 49: LA JOYA 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 CORELOGIC c/o Aurora	Relationship to Property Owner MORTGAGE SERVICER
	Mailing Address P.O. Box 961250	Daytime Telephone Number 817-699-3933
	City, State, Zip Code Ft. Worth, TX 76161	
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	$2,880.73
	Total tax, penalty, and interest amount owed for the year	PROVIDED IF ANY
	Amount of refund claimed	$2,880.73★
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 Kourtney Roegish Agent c/o Corelogic ★	Date of application 3-16-11
	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: 4/13/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: ★	Date: 3/31/11

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

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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: 02/17/2011

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 4/1/11 DC 4/12/11

CORELOGIC COMMERCIAL REAL ESTATE
PO BOX 167928
IRVING , TX 75016

Account Number
T6700-00-00B-0000-00
HCAD No. 306602

Legal Description of the Property
TRAILS END EAST PLOT"B"

1810 OREGON AVE

OWNER: OAKWOOD RENTALS LTD

2010 OVERAGE AMOUNT $2,677.97

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: Same as above	Relationship to Property Owner: Mortgage Company
	Mailing Address	Daytime Telephone Number: 469-759-3133
	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)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$9,687.35
	Total tax, penalty, and interest amount owed for the year	0
	Amount of refund claimed	$2,677.97
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 2/25/11
	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: 4/13/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied	By: [signature] Date: 3/10/14

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

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010311342

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: 12/22/2010

Account Number
W4292-00-000-0092-00
HCAD No. 698448

Legal Description of the Property
WESTLAKE VILLAGE LOT 92

OWNER: MARROQUIN ALBERTO & YOLANDA

2010 OVERAGE AMOUNT $2,930.50

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 3-17-11

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: CORELOGIC C/O PNC MORTGAGE	Relationship to Property Owner: MORTGAGE SERVICER
	Mailing Address: P.O. BOX 961250	Daytime Telephone Number: 817-699-3933
	City, State, Zip Code: FT. WORTH, TX 76161	
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	$2,930.50
	Total tax, penalty, and interest amount owed for the year	PROVIDED IF ANY
	Amount of refund claimed	$2,930.50
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 Courtney Rocquin Agent C/O Corelogic	Date of application: 3-15-11
	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: 4/13/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 3/31/11

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

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AI-26305 **7.A.**

Financial Report

CC CONSENT

Date:	04/26/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval of Financial Report: March 2011

BACKGROUND

Policy Council Approval: 04.13.11

Fiscal Impact

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 03:08 PM	APRV
2	Roland Garcia	Angela Garcia	04/19/2011 03:29 PM	APRV
3	Olga Garza	Olga Garza	04/19/2011 04:14 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Linda Galaviz — Started On: 04/18/2011 03:42 PM

Final Approval Date: 04/21/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 13, 2011

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report - March 2011

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2011 POLICY COUNCIL BUDGET
From 3/1/2011 Through 3/31/2011

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Remaining	Current Actual
01	SALARIES	15,954,991.31	3,327,472.15	0.00	12,627,519.16	79.14%	1,219,137.11
02	FRINGE BENEFITS	5,382,317.69	1,071,841.50	0.00	4,310,476.19	80.08%	385,631.20
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	873,233.39	223,154.83	36,265.67	613,812.89	70.29%	111,274.88
06	OTHER COST	2,153,518.61	605,171.76	132,361.98	1,415,984.87	65.75%	250,930.45
Report Total		24,374,061.00	5,227,640.24	168,627.65	18,977,793.11	77.86%	1,966,973.64

AI-26307 **7.B.**

Meals and Snacks Report

CC CONSENT

Date:	04/26/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Served Monthly: March 2011

BACKGROUND

Policy Council Approval: 04.13.11

Fiscal Impact

Attachments

Link: Meals and Snacks Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 03:09 PM	APRV
2	Roland Garcia	Angela Garcia	04/19/2011 03:29 PM	APRV
3	Olga Garza	Olga Garza	04/19/2011 04:17 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Linda Galaviz Started On: 04/18/2011 03:48 PM

Final Approval Date: 04/21/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 13, 2011

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Served Monthly

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Report for March 2011

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director AR

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flora

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Apr. '10	May '10	June	July	Aug. '10	Sept. '10	Oct. '10	Nov. '10	Dec. '10	Jan. '11	Feb. '11	Mar. '11	Meal Totals
Breakfast	61,935	53,985	Centers closed		36,184	68,723	62,779	56,893	34,866	57,887	53,778	51,621	538,651
Lunch	60,689	52,308	Centers closed		36,097	68,465	62,614	56,518	33,972	57,736	53,611	51,310	533,320
PM Snack	53,081	44,803	Centers closed		32,397	58,747	56,205	47,170	27,877	51,510	47,121	45,817	464,728
Monthly Totals	175,705	151,096	Centers closed		104,678	195,935	181,598	160,581	96,715	167,133	154,510	148,748	1,536,699

Rates for Free Meal Reimbursement

Breakfast: $1.48

Lunch: $2.72

Cash in Lieu of Commodities (Lunch): $0.2025

Snack: $0.74

Submitted by: *SanJuanita Rangel, RD/LD*

Child Nutriton Director

4/5/2011

AI-26306 **7.C.**

Approval of Children's Applications for 2011-2012
CC CONSENT

Date:	04/26/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval of Children's Applications for 2011-2012

BACKGROUND

Policy Council Approval: 04.13.11

Fiscal Impact

Attachments

Link: Children's Applications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/19/2011 03:08 PM	APRV
2	Roland Garcia	Angela Garcia	04/19/2011 03:29 PM	APRV
3	Olga Garza	Olga Garza	04/19/2011 04:15 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Linda Galaviz — Started On: 04/18/2011 03:44 PM

Final Approval Date: 04/21/2011

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 13, 2011

SUBJECT: Approval of Children's Applications for Program Year 2011-2012

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Application Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Application Status Report: PY 2011 - 2012 (As of 4/13/2011)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	62	55		45		10
2	Alton (5 - 100)	100	49	51		47		4
3	Donna I (8 - 136)	136	82	54		0		54
4	Donna II (3 - 60)	60	36	24		0		24
5	Donna IV (2 - 33)	33	19	14		0		14
6	Edcouch (10 - 257)	185	98	87		0		87
7	Edinburg I (3 - 67)	57	27	30		0		30
8	Edinburg II (2 - 34)	34	12	22		0		22
9	Edinburg III (3 - 51)	51	21	30		0		30
10	Edinburg IV (10-194)	194	87	107		0		107
11	Edinburg V (8 - 182)	154	73	81		0		81
12	Elsa (3 - 64)	57	26	31		0		31
13	Hidalgo (3 - 60)	54	25	29		0		29
14	La Herencia (3 - 52)	52	26	26		0		26
15	La Joya (5 - 116)	91	57	34		0		34
16	Las Milpas I (6 - 120)	114	56	58		0		58
17	Las Milpas II (3 - 51)	51	31	20		0		20
18	McAllen II (6 - 147)	111	69	42		0		42
19	McAllen IV (3 - 51)	51	34	17		21	4	
20	McAllen V (3 - 67)	57	33	24		0		24
21	McAllen VI (3 - 51)	51	34	17		37	20	
22	Mercedes I (6 - 119)	117	42	75		0		75
23	Mercedes II (2 - 34)	34	16	18		0		18
24	Mission I (4 - 110)	80	37	43		0		43
25	Mission II (8 - 148)	148	83	65		0		65
26	Mission III (3 - 51)	51	28	23		0		23
27	Mission IV (3 - 62)	55	31	24		20		4
28	Monte Alto (2 - 40)	37	28	9		0		9
29	Palmview I (8 - 188)	148	82	66		30		36
30	Palmview II (8 - 192)	148	95	53		0		53
31	Palmview III (6 - 122)	108	54	54		38		16
32	Pharr (5 - 100)	94	53	41		0		41
33	Progreso (3 - 60)	57	22	35		0		35
34	San Carlos (4 - 80)	80	41	39		28		11
35	San Juan I (3 - 60)	54	43	11		1		10
36	San Juan II (10 - 182)	179	99	80		0		80
37	Sullivan City (6 - 124)	94	52	42		14		28
38	UTPA (2 - 34)	34	12	22		0		22
39	Vine Terrace (3 - 60)	57	35	22		20		2
40	Weslaco I (4 - 84)	77	35	42		0		42
41	Weslaco II (4 - 84)	74	42	32		48	16	
42	Weslaco III (5 - 100)	97	41	56		0		56
43	Western Rd (3 - 69)	57	50	7		0		7
	GRAND TOTAL	3690	1978	1712	0	349	40	1403

AI-26294 **8.A.**

Approval of applicants - Home Rehab Program, CDBG
CC CONSENT

Date: 04/26/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Irene Montoya
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request for approval of one (1) applicant in the City of San Juan and one (1) applicant in the Countywide area under the Home Homeowner Occupied Housing Rehabilitation Program and CDBG.

BACKGROUND

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Juanita Guajardo Deferred Loan Elderly Reconstruct	SJ 75-10- 04	San Juan Precinct #2	CDBG 2009	All of Lot 2, Block 5, Original Townsite of San Juan Hidalgo County Texas
Rene & Thelma Hinojosa Deferred Loan Disabled Reconstruct	CW 85-10-06	Countywide Precinct #4	HOME 2009	All of Lot 2, Collin Subdivision Hidalgo County, Texas

The amount of assistance to the family will be determined after receipt of bids through the procruement process. Thereafter,selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2009 and CDBG 2009 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

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

BUDGETARY IMPACT:

Utilizing Urban County HOME Homeowner Occupied Housing Rehabilitation Program and CDBG funds.

Attachments

Link: applicants

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/18/2011 10:43 AM	APRV
2	Perla Lopez	Monica Badillo	04/18/2011 10:45 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/19/2011 09:35 AM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Estella Webber

Started On: 04/15/2011 04:51 PM

Final Approval Date: 04/21/2011

Housing Rehab Program

ENTITY: City of San Juan

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

FUNDING YEAR: CDBG 2009

SYNOPSIS:

The case is being submitted for applicant approval by the County Commissioner's Court. The applicant has been referred by the Precinct #2, and has met all of the program requirements for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program. The following is a profile of the project.

Juana Guajardo

Family of two (2)
Applicant's age is 84 and son age is 61

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 19,890.00
HUD Income Limits (family of 2):	$ 29,800.00

Deferred Loan-Elderly

Existing Dwelling: 2 bedrooms frame home, built in 1962.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide

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

FUNDING YEAR: HOME 2009

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since March 2010, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Rene & Thelma Hinojosa

Family of two (2)
Applicant's age is 50 and wife age is 50

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 14,962.44
HUD Income Limits (family of 2):	$ 29,800.00

Existing Dwelling: 2 bedrooms frame home, built in 1980.

RECOMMENDATION:

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

AI-26283 **9.A.**

Approval of Monthly Financial Report for the Month of March 2011.

CC CONSENT

Date:	04/26/2011
Submitted By:	Angelica Tapia, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Approval of Monthly Financial Report for the Month of March 2011.

BACKGROUND

Report will be distributed before Commissioners' Court meeting.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/15/2011 03:49 PM	APRV
2	Erika Zamora	Angela Garcia	04/21/2011 03:19 PM	APRV
3	Budget & Management	Dina Trevino	04/21/2011 03:27 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Angelica Tapia — Started On: 04/14/2011 04:22 PM

Final Approval Date: 04/21/2011

AI-26384 **10.A.**

2011 ASPA Membership Dues

CC CONSENT

Date:	04/26/2011
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	Membership Dues

Information

CAPTION

County Clerk:
Requesting approval to pay the 2011 American Society for Public Administration membership dues for County Clerk Arturo Guajardo, Jr. and Executive Assistant Jennilee Garza in the total amount of $200.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (Membership renewal is $100.00 per individual)

BACKGROUND

Membership renewal is $100.00 per individual

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 04/21/11, refer to req. #00194279.

Attachments

Link: ASPA Membership Renewal 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/21/2011 04:45 PM	APRV
2	Sylvia Solis	Sylvia Solis	04/21/2011 05:06 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Jennilee Garza Started On: 04/21/2011 03:56 PM

Final Approval Date: 04/21/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jennilee Garza, do hereby state that my membership in the American Society for Public Administration on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 4-20-2011

TITLE: Hidalgo County Clerk

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

~~NOTARY PUBLIC~~ IN AND FOR
THE STATE OF TEXAS
Deputy Clerk / County Clerk

(S E A L)

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION

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Membership Renewal Notice/Invoice

Reminder Notice 'Save on postage and time!' Renew your membership online today!
Note: your ASPA user login is 101038 and your ASPA ID number 101038 serves as your default password unless you have created your own. Click the [Submit] tab. Click [Process Payment Here] located below your name on the left side of the screen.

Jennilee Garza
Hildalgo County Clerk's Office
100 N. Closner
Edinburg, TX 78539-3523

Past Due After April 30, 2011

PLEASE INDICATE ANY CHANGES BELOW.

ASPA ID No. 101038

Work # (956) 318-2100 *Home #*

Fax # *Toll Free #*

E-mail - jennilee.garza@hidalgo.tx.us

Current Fees

See list on back or at www.aspanet.org for names/acronyms and codes.
PLEASE INDICATE ANY CHANGES BELOW.

DUES CATEGORY: Full Individual Member	100.00
CHAPT/Rio Grande/Rio Bravo Valley	Included

Total Current Fees $ 100.00

MEMBERSHIP CATEGORIES

ASPA Membership **$100.00**
Includes 3rd Class mailing of PAR and PA TIMES and access archives for both online.

Supporting Individual **$120.00**
$20 is a contribution to ASPA and is eligible for a tax deduction.

Sustaining Individual **$220.00**
$120 is a contribution to ASPA and is eligible for a tax deduction.

International Mail **$100.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

International Electronic **$30.00**
Those living outside of the U.S., Canada, Mexico and not receiving mail at an APO or FPO address.

Senior **$55.00**
ASPA members for 10 or more continuous years, are 60 years of age or older and are retired.

Family Membership **$35.00**
For persons receiving mail at the same residence. One copy of Public Administration Review and PA TIMES will be provided to the family. Fee applies to each additional family member. Please indicate name(s) of additional family member(s) on the front of this form under additional fees.

New Professionals Membership **$75.00**
Receive PAR and PA TIMES in the mail; access archives for both online. Members may use the category of New Professionals Membership for a maximum of two years.

Full Student Membership **$75.00**
Receive PAR and PA TIMES in the mail. Members may use the category of Student Membership for a maximum of three years.

Electronic Student Membership **$40.00**
Access PAR current issues and archives online only, receive PA TIMES in mail. Members may use the category of Student Membership for a maximum of three years.

Optional Fees

SECTION FEES

Section membership is in addition to ASPA membership fees. Sections and fees are listed on the back of this form.

Section(s) Code(s) _____

Total Section Fees $ _____

ADDITIONAL CHAPTER FEES

Chapter membership in addition to the one free provided by ASPA incur a $6 fee. Additional Chapters are listed on the back of this form.

Additional Chapter(s) _____

Total Chapter Fees $ _____

POSTAGE

❒ Canada/Mexico *PA TIMES*	$25.00
❒ International Air *PA TIMES*	$70.00
❒ First Class Domestic *PA TIMES*	$15.00

ASPA ENDOWMENT

❒ The Endowment seeks gifts to assist in making many worthwhile programs a reality. All contributions are tax deductible and are governed by the *Statement of Policies* adopted by the Board. For a copy of the *Statement*, contact ASPA.

$ _____

INDIVIDUAL CONTRIBUTION

❒ Individual contributions are tax deductible $ _____

❒ New Professionals Fund Contribution $ _____

❒ I have read and agree with ASPA's Code of Ethics. (see www.aspanet.org)

❒ Please exclude my name from any listing of members sold commercially.

Total Optional Fees $ _____

Payment Information

Dues must be prepaid. Send completed renewal form and payment to:
ASPA, c/o SunTrust Bank, Department 41, Washington, DC 20042-0041.

☑ Check payable to ASPA ❒ Mastercard ❒ VISA ❒ American Express

Please add the total current fees and optional fees to arrive at a grand total fee.

Grand Total Fee $ 100.00

Card Number _____ Expiration Date _____

Signature Jennilee Garza

Renew Online Today!

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

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

SIGNATURE: _____ DATE: 4-20-2011

TITLE: Hidalgo County Clerk

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

~~NOTARY PUBLIC~~ IN AND FOR
THE STATE OF TEXAS
Deputy Clerk/County Clerk

(S E A L)

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

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Reminder Notice 'Save on postage and time!' Renew your membership online today!
Note: your ASPA user login is 101039 and your ASPA ID number 101039 serves as your default password unless you have created your own. Click the [Submit] tab. Click [Process Payment Here] located below your name on the left side of the screen.

Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539-3523

Past Due After April 30, 2011

PLEASE INDICATE ANY CHANGES BELOW.

ASPA ID No. 101039

Work # (956) 318-2149 *Home #*

Fax # (956) 318-2105 *Toll Free #*

E-mail - aguajardo@hidalgocountyclerk.us

Current Fees

See list on back or at www.aspanet.org for names/acronyms and codes.
PLEASE INDICATE ANY CHANGES BELOW.

DUES CATEGORY: Full Individual Member	100.00
CHAPT/Rio Grande/Rio Bravo Valley	Included

Total Current Fees $ 100.00

MEMBERSHIP CATEGORIES

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ASPA members for 10 or more continuous years, are 60 years of age or older and are retired.

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Receive PAR and PA TIMES in the mail; access archives for both online. Members may use the category of New Professionals Membership for a maximum of two years.

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Receive PAR and PA TIMES in the mail. Members may use the category of Student Membership for a maximum of three years.

Electronic Student Membership **$40.00**
Access PAR current issues and archives online only, receive PA TIMES in mail. Members may use the category of Student Membership for a maximum of three years.

Optional Fees

SECTION FEES
Section membership is in addition to ASPA membership fees. Sections and fees are listed on the back of this form.

Section(s) Code(s) _____

Total Section Fees $ _____

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Chapter membership in addition to the one free provided by ASPA incur a $6 fee. Additional Chapters are listed on the back of this form.

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Total Chapter Fees $ _____

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❒ International Air *PA TIMES*	$70.00
❒ First Class Domestic *PA TIMES*	$15.00

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❒ The Endowment seeks gifts to assist in making many worthwhile programs a reality. All contributions are tax deductible and are governed by the *Statement of Policies* adopted by the Board. For a copy of the *Statement*, contact ASPA.

$ _____

INDIVIDUAL CONTRIBUTION
❒ Individual contributions are tax deductible $ _____

❒ New Professionals Fund Contribution $ _____

❒ I have read and agree with ASPA's Code of Ethics. (see www.aspanet.org)

❒ Please exclude my name from any listing of members sold commercially.

Total Optional Fees $ _____

Payment Information

Dues must be prepaid. Send completed renewal form and payment to: ASPA, c/o SunTrust Bank, Department 41, Washington, DC 20042-0041.

☑ Check payable to ASPA ❒ Mastercard ❒ VISA ❒ American Express

Please add the total current fees and optional fees to arrive at a grand total fee.

Grand Total Fee $ 100.00

Card Number _____ Expiration Date _____

Signature _____

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RENEW 08/10

Requisition

Req # 00194279

PO #

Date: 04/20/11

Bill To: x
x

Vendor : 379034
AMERICAN SOCIETY FOR PUBLIC ADM.
1301 PENNSYLVANIA AVE., N.W., STE 840
WASHINGTON DC 20004
FAX (202)638-4952

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

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

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TO PAY FOR ARTURO GUAJARDO, JR. MEMBERSHIP RENEWAL FEE WITH THE AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION. ASPA ID NO. 101039	100.00	100.00
1.00	EACH	TO PAY FOR JENNILEE GARZA MEMBERSHIP RENEWAL FEE WITH THE AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION. ASPA ID NO. 101038.	100.00	100.00
		Account No	Encumbrance	
		1-1100-415-40-180-001-0-810	200.00	
			Freight	.00
			Total	200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: 4/20/2011

AI-26350 **11.A.**

Blue Cross Blue Shield of Texas

CC CONSENT

Date: 04/26/2011
Submitted By: Flora Vazquez, HEALTH BENEFITS
Department: HEALTH BENEFITS
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $608,661.00 to the Hidalgo County Claims Bank account for Blue Cross Blue Shield Insurance Claims for period 04/01-15/2011 .

04/01/2011	$ 101,674.97
04/02-08/2011	$ 260,430.20
04/09-15/2011	$ 246,555.83
TOTAL:	$ 608,661.00

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 04/01/2011
Link: 04/02-08/2011
Link: 04/09-15/2011
Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/20/2011 02:25 PM	APRV
2	Olga Garza	Olga Garza	04/21/2011 04:49 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Flora Vazquez — Started On: 04/20/2011 11:33 AM

Final Approval Date: 04/21/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 04/01/2011 to 04/01/2011

SECTION			
0001-0011	HIDALGO COUNTY	$	76,297.08
0002-0012	HEADSTART	$	16,442.21
0003-0013	APPRAISAL DISTRICT	$	4,099.73
0004-0014	COMMUNITY SERVICE	$	824.85
0005-0015	DRAINAGE DISTRICT	$	2,359.37
9001-9002	COBRA	$	581.80
0006-0016	RETIREE	$	1,069.93

$101,674.97

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
DRAINAGE DISTRICT								
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
HIDALGO COUNTY								
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433

21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433
21185	TX1	618139	220240	4/1/2011	4/8/2011	4/2/2011	4/8/2011	TX433

Settlement	Association	Group Nbr	Sectio	Group Nam	Coverage	Claim Type	Member ID
1	6	21185	6	HIDALGO	Blue Cross	Basic Cove	8.37E+08
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.44E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.44E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.44E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08

1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.39E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.44E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.44E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.35E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.35E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.37E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08

Document Control	Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
00002011095509D3060X	Single	3/9/2011	$858.24	$858.24	0%	$0.00
00002011098505H4380X	Single	4/4/2011	$40.87	$40.87	0%	$0.00
110813272015025	Single	3/22/2011	($170.42)	($170.42)	0%	$0.00
BASIC PLAN:			$728.69	$728.69	0%	$0.00
110881800763009	Single	3/29/2011	$200.99	$200.99	0%	$0.00
110881801027010	Single	3/29/2011	$159.91	$159.91	0%	$0.00
110904298575027	Single	3/31/2011	$208.44	$208.44	0%	$0.00
110914773192002	Single	4/1/2011	$72.87	$72.87	0%	$0.00
110875185592029	Single	3/28/2011	$12.00	$12.00	0%	$0.00
BASIC PLAN:			$654.21	$654.21	0%	$0.00
00002011094530454l0T	Single	3/29/2011	$15.00	$15.00	0%	$0.00
00002011094530454l0T	Single	3/29/2011	$11.51	$11.51	0%	$0.00
00002011094530454l0T	Single	3/29/2011	$23.34	$23.34	0%	$0.00
00002011094530454l0T	Single	3/29/2011	$1.85	$1.85	0%	$0.00
00002011095508 6K980X	Family Sub	3/29/2011	$45.87	$45.87	0%	$0.00
00002011095508 9B540X	Family Sub	4/1/2011	$45.87	$45.87	0%	$0.00
00002011081509 73J90X	Family Mer	3/10/2011	$60.78	$60.78	0%	$0.00
00002011081509 73J90X	Family Mer	3/10/2011	$25.55	$25.55	0%	$0.00
00002011098506P4510X	Single	4/6/2011	$45.87	$45.87	0%	$0.00
00002011094506635H0X	Single	2/4/2011	$45.87	$45.87	0%	$0.00
00002011094506635H0X	Single	2/4/2011	$23.82	$23.82	0%	$0.00
00002011098503P6290X	Single	4/1/2011	$19.09	$19.09	0%	$0.00
00002011020505N5740X	Single	1/3/2011	($78.80)	($78.80)	0%	$0.00
00002011020505N5740X	Single	1/3/2011	($25.00)	($25.00)	0%	$0.00
00002011020505N5740X	Single	1/3/2011	($0.20)	($0.20)	0%	$0.00
00002011096573 53U70X	Family Sub	3/17/2011	$48.47	$48.47	0%	$0.00
00002011095506 2K280X	Single	3/31/2011	$45.87	$45.87	0%	$0.00
00002011098505D1360X	Family Mer	4/4/2011	$28.50	$28.50	0%	$0.00
00002011098508L6930X	Family Mer	4/4/2011	$65.87	$65.87	0%	$0.00
00002011098508L6930X	Family Mer	4/4/2011	$18.62	$18.62	0%	$0.00
00002011098508L6930X	Family Mer	4/4/2011	$41.57	$41.57	0%	$0.00
00002011098501J6940X	Single	2/22/2011	$196.62	$196.62	0%	$0.00
00002011098501K8470X	Single	3/24/2011	$146.63	$146.63	0%	$0.00
00002011098501K8470X	Single	3/24/2011	$26.65	$26.65	0%	$0.00
110915289115014	Single	4/1/2011	$10.38	$10.38	0%	$0.00
110913974050028	Family Mer	4/1/2011	$218.05	$218.05	0%	$0.00
110897208959019	Family Mer	3/30/2011	$0.61	$0.61	0%	$0.00
110873279480029	Single	3/28/2011	$115.49	$115.49	0%	$0.00
110883332756005	Single	3/29/2011	$21.63	$21.63	0%	$0.00

110914893733011	Single	4/1/2011	$59.02	$59.02	0%	$0.00
110885727877020	Single	3/29/2011	$115.69	$115.69	0%	$0.00
110895798243025	Family Mer	3/30/2011	$2.73	$2.73	0%	$0.00
110885502858028	Single	3/29/2011	$270.22	$270.22	0%	$0.00
110913308321010	Single	4/1/2011	$8.03	$8.03	0%	$0.00
110913312974008	Single	4/1/2011	$60.54	$60.54	0%	$0.00
110874830251013	Single	3/28/2011	$73.26	$73.26	0%	$0.00
110874830272013	Single	3/28/2011	$24.15	$24.15	0%	$0.00
110853331470012	Family Mer	3/26/2011	$20.12	$20.12	0%	$0.00
110873543299012	Family Mer	3/28/2011	$71.06	$71.06	0%	$0.00
110893934595001	Single	3/30/2011	$89.42	$89.42	0%	$0.00
110763696116016	Family Mer	3/17/2011	($132.57)	($132.57)	0%	$0.00
110875945923007	Single	3/28/2011	$117.18	$117.18	0%	$0.00
BUY-UP PLAN:			$2,024.23	$2,024.23	0%	$0.00

TOTAL: $3,407.13

Case Nbr

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 04/09/2011 to 04/15/2011

SECTION		
0001-0011	HIDALGO COUNTY	$ 192,289.95
0002-0012	HEADSTART	$ 32,045.97
0003-0013	APPRAISAL DISTRICT	$ 6,880.93
0004-0014	COMMUNITY SERVICE	$ 2,451.49
0005-0015	DRAINAGE DISTRICT	$ 4,120.41
9001-9002	COBRA	$ 2,281.09
0006-0016	RETIREE	$ 6,485.99

$246,555.83

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **April 01 - 15, 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 **$608,661.00.**

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 04/01/2011 to 04/15/2011 is $ 608,661.00.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of April 26, 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.

Dora Vazquez
Employee Benefits Manager

04/21/2011
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-26352 **11.B.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	04/26/2011
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 $58,457.32 for the period of April 01-15, 2011 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: By Organization

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	04/20/2011 02:25 PM	APRV
2	Olga Garza	Olga Garza	04/21/2011 04:50 PM	APRV
3	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Flora Vazquez — Started On: 04/20/2011 11:53 AM

Final Approval Date: 04/21/2011

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

April 18, 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: 86961

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 4/1-4/15/11(Check#506007-506168) are in accordance with our contact with Hidalgo County Exhibit A, dated July 1st	58,457.32
TOTAL CURRENT CHARGES	$ 58,457.32
Previous Balance Due	$123,217.12

Payments and Credits

04/14/11	Payment received - thank you	40,549.61CR
04/14/11	Payment received - thank you	82,667.51CR
	Total Payments and Credits	$123,217.12CR
	Total Balance Due	$ 58,457.32

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 4/1-4/15/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 1					363.10
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 73					8,516.10
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 251					49,578.12
					Grand Total: 325					58,457.32

HIDALGO COUNTY BUDGET OFFICE/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **April 01-15, 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 $ 58,457.32.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses paid: 04/01-15/2011 (Check# 506007-506168)

1).	Hidalgo County	$ 49,578.12
2).	Hidalgo County Headstart Program	$ 8,516.10
3).	Community Service Agency	$ 00.00
4)	Drainage District #1	$ 363.10

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 58,457.32
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of April 26, 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) $ 91,542.68

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 Vasquez — 04/21/2011
Employee Benefits Manager — Date

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-26355 **12.A.**

BCAP Application for Payment No.1, and Change Order No. 2 - La Mesa Subdivision Precinct No.1

CC CONSENT

Date:	04/26/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of the following with contractor Asago LLC dba Asago Construction for La Mesa Subdivision, Pct. No. 1 as submitted through project engineer TEDSI Infrastructure Group Inc. (C-CAP-10-357-12-13):

1. Application for Payment No. 1 in the amount of $98,740.80;

2. Change Order No. 2 reflecting an increase totaling the amount of $1,200.00 due to addition on two driveways added by residents after surveying/completion of plans.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-387-0-73X

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

BUDGETARY IMPACT:

PO #654183 for Asago, LLC, d/b/a Asago Construction

Obj. 733 "Drainage Ditches"- Amount available as of 4-21-11 $51,555.00
Obj. 731 "Roads"-Amount available as of 4-21-11 $158,112.08

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-387-0-731

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

BUDGETARY IMPACT:

PO #654183 for Asago, LLC d/b/a Asago Construction

Amount available as of 4-21-11 $26,864.22

As per Marcie Jackson, Change Order #1 & 2 increases in the amount of $460.00 and $1,200.00 are pending in the Allio accounting system in order to reflect the revised contract amount of $238,191.30. Katia Garcia, Grants Accountant will work on the Change Order increases, pending CC approval.

Attachments

Link: Application for Payment No.1 La Mesa Subdivision

Link: Change Order No.2 La Mesa Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/20/2011 04:28 PM	APRV
2	Purchasing Department	Marty Salazar	04/20/2011 05:03 PM	APRV
3	Budget & Management	Dina Trevino	04/21/2011 09:50 AM	APRV
4	Ivan Cantu	Ivan Cantu	04/21/2011 03:29 PM	APRV
5	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Marcie Jackson

Started On: 04/20/2011 01:53 PM

Final Approval Date: 04/21/2011

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-10-357-12-13
Project: ROAD AND DRAINAGE CONSTRUCTION LA MESA SUBDIVISION
Owner's Contract No. C-CAP-10-357-12-13 Engineer's Project No. _____
For Work accomplished through the date of: March 31, 2011

1. Original Contract Price:	$236,531.30
2. Net change by Change Order and Written Agreements(+or-):	$460.00
3. Current Contract Price (1 plus 2):	$236,991.30
4. Total completed and stored to date:	$109,712.00
5. Retainage (per Agreement):	
10% of completed Work: $10,971.20	
_____ of stored material _____	
Total Retainage:	$10,971.20
6. Total completed and stored to date less retainage (4 minus 5)	$98,740.80
7. Less previous Application for Payments:	$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$98,740.80

Accompanying Documentation:

REQ# 191431 P.O.# 654183
1-1312-431-00-121-387-0-731→$83,024.00
<-8,302.40>=$74,721.60
PARTIAL WAIVER OF LIENS

REQ# 191431 P.O.# 654183
1-1312-431-00-121-387-0-733→$26,688.00
<-2,668.80>=$24,019.20
TESTING REPORTS

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 numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in 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 are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 04-12-2011

INVOICE RECEIVED BY: _____ ON 4/14/11
GOODS/SERVICES RECEIVED BY: _____ ON 4/14/11

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR
Raul Iglesias

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 12 day of April

JESUS ANDRES SALINAS
MY COMMISSION EXPIRES
October 21, 2014

Notary Public
My Commission expires: Oct 21, 2014

TEDSI Infrastructure Group Inc
ENGINEER
Jose A .Sanchez, P.E.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 04-12-2011

Asago LLC dba Asago Construction Contractor Name
02/22/2011 Starting Date
09/19/2011 Project Ending Date
10% Retainage Percent

Application No: **1**
Application Date: **04/11/2011**
Period To: **03/31/2011**
Engineer Firm: **TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Schedule Value	Revised Schedule Value	Application No 1	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080387	La Mesa	$236,531.30	$236,991.30	$109,712.00	$109,712.00	$127,279.30	$10,971.20	$98,740.80	$0.00	$98,740.80

Estimate Quantity Update Worksheet

Date: April 11, 2011

Colonia: La Mesa Subdivision
Roadway: Lomita Dr, Montana Dr, Sierra Dr
Control: 3C1080387
Project No: C-CAP-10-357-12-13
County: Hidalgo
Est. No: 1
Work Type: Paving & Drainage
Limits: 2607'
From: Mesa Cr W
To: Mesa Cr E

Contractor: Asago LLC dba Asago Construction
Original Contract Price: $236,531.30
Change Orders: $460.00
Total Contract Price: $236,991.30
Work Done this Mo.: $109,712.00
% Complete: 46.4%
Date Began: February 22, 2011
Contract Time (calendar days): 210
Time Charged: 38
% Time Used: 18.1%

Item	Description	Unit	Qty	Unit Price	Project Amount	03-04-2011 THRU 03-31-2011		
						Monthly Qty	Qty to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	(905) ROADWAY							
0100	PREPARING ROW	STA	26.07	$500.00	$13,035.00	26.07	26.07	$13,035.00
0110	EXCAVATION (ROADWAY)	CY	99	$5.00	$495.00	83	83	$415.00
0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	432	$10.00	$4,320.00	889	889	$8,890.00
0164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	7487	$0.40	$2,994.80		0	$0.00
0168	VEGETATIVE WATERING	MG	375	$3.00	$1,125.00		0	$0.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	8321	$5.00	$41,605.00	5552	5552	$27,760.00
0251	REWORK BS MTL (TY D)(5")(DENS CONT	SY	8321	$2.00	$16,642.00	5552	5552	$11,104.00
0260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	93.8	$160.00	$15,008.00	62.6	62.6	$10,016.00
0260	LIME TRT(MIX EXST MATL & NEW BASE)(8")	SY	8321	$2.00	$16,642.00	5552	5552	$11,104.00
0310	PRIME COAT (MC-30)	GAL	1412	$1.00	$1,412.00		0	$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	7055	$7.50	$52,912.50		0	$0.00
0420	CL A CONC (MISC)(4")	SY	5	$50.00	$250.00		0	$0.00
0500	MOBILIZATION	LS	1	$1,000.00	$1,000.00		0	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$700.00	$2,800.00	1	1	$700.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	4990	$1.00	$4,990.00		0	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	90	$6.00	$540.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	510	$1.00	$510.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	960	$1.00	$960.00		0	$0.00
				SUBTOTAL	$177,241.30		SUBTOTAL	$83,024.00
	(906) DRAINAGE							
0110	EXCAVATION (ROADWAY)	CY	135	$5.00	$675.00	135	135	$675.00
0132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	752	$10.00	$7,520.00	752	752	$7,520.00
0464	RC PIPE (CL III)(18 IN)	LF	288	$30.00	$8,640.00	192	192	$5,760.00
0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	156	$2.00	$312.00	104	104	$208.00
0530	DRIVEWAYS (ACP)	SY	940	$15.00	$14,100.00		0	$0.00
0530	DRIVEWAYS (CONC)	SY	521	$18.00	$9,378.00		0	$0.00
0556	15" ADS CORRUGATED PIPE	SY	1275	$15.00	$19,125.00	835	835	$12,525.00
				SUBTOTAL	59,750.00		SUBTOTAL	$26,688.00

Total to Date
Roadway (905) $83,024.00
Drainage (906) $26,688.00
Total $109,712.00

Monthly Totals:	$109,712.00
Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	$83,024.00
Drainage (906)	$26,688.00

Checked By:
Signature: _____
Printed Name: Jose A. Sanchez
TEDSI Infrastructure Group
Date: April 11, 2011

CHANGE ORDER #2

PROJECT: ROAD & DRAINAGE CONSTRUCTION FOR LA MESA SUBDIVISION

DATE OF ISSUANCE: April 12, 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. Added quantities for two additional driveways/ADS
2.
3.
4.
5.
6.

Reason for Change Order:
1. Driveways added by residents after surveying/completion of plans
2.
3.
4.
5.
6.

Attachments: Change Order No 2 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 $ 460.00		Net change from previous Change Orders calendar days
Contract Price prior to this Change Order $ 236,991.30		Contract Time prior to this Change Order Substantial Completion: 210 calendar days or dates
Net Increase (decrease) of this Change Order $ 1,200.00		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 238,191.30	Net % increase (decrease) from original contract price. 0.70 %	Contract Time with all approved Change Orders Substantial Completion: 210 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 04/13/2011

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 4/12/11

CHANGE ORDER NO. 2 TABULATION

HIDALGO COUNTY PRECINCT NO. 1 - LA MESA SUBDIVISION (C-CAP-10-357-12-13)

Item	Original Plan Qty	Change Order #1 Qty	Change Order #2 Qty	Revised Plan 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	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
(905) ROADWAY													
100	26.07			26.07	STA	PREPARING ROW	$500.00		$13,035.00	$0.00	$13,035.00	$0.00	$13,035.00
110	232	-133		99	CY	EXCAVATION (ROADWAY)	$5.00		$1,160.00	-$665.00	$495.00	$0.00	$495.00
132	1139	-707		432	CY	EMBANKMENT (FINAL)(DENS CONT)(TY C)	$10.00		$11,390.00	-$7,070.00	$4,320.00	$0.00	$4,320.00
164	7487			7487	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	$0.40		$2,994.80	$0.00	$2,994.80	$0.00	$2,994.80
168	375			375	MG	VEGETATIVE WATERING	$3.00		$1,125.00	$0.00	$1,125.00	$0.00	$1,125.00
247	8321			8321	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$5.00		$41,605.00	$0.00	$41,605.00	$0.00	$41,605.00
251	8321			8321	SY	REWORK BS MTL (TY D)(5")(DENS CONT)	$2.00		$16,642.00	$0.00	$16,642.00	$0.00	$16,642.00
260	93.8			93.8	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	$160.00		$15,008.00	$0.00	$15,008.00	$0.00	$15,008.00
260	8321			8321	SY	LIME TRT(MIX EXST MATL & NEW BASE)(8")	$2.00		$16,642.00	$0.00	$16,642.00	$0.00	$16,642.00
310	1412			1412	GAL	PRIME COAT (MC-30)	$1.00		$1,412.00	$0.00	$1,412.00	$0.00	$1,412.00
340	7055			7055	SY	D-GR HMA(METH) TY-D SAC-B PG76-22	$7.50		$52,912.50	$0.00	$52,912.50	$0.00	$52,912.50
420	5			5	SY	CL A CONC (MISC)(4")	$50.00		$250.00	$0.00	$250.00	$0.00	$250.00
500	1			1	LS	MOBILIZATION	$1,000.00		$1,000.00	$0.00	$1,000.00	$0.00	$1,000.00
502	4			4	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$700.00		$2,800.00	$0.00	$2,800.00	$0.00	$2,800.00
666	4990			4990	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$1.00		$4,990.00	$0.00	$4,990.00	$0.00	$4,990.00
666	90			90	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$6.00		$540.00	$0.00	$540.00	$0.00	$540.00
666	510			510	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$1.00		$510.00	$0.00	$510.00	$0.00	$510.00
666	960			960	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$1.00		$960.00	$0.00	$960.00	$0.00	$960.00
						Total Roadway:			**$184,976.30**	**-$7,735.00**	**$177,241.30**	**$0.00**	**$177,241.30**
(906) DRAINAGE													
110	0	135		135	CY	EXCAVATION (ROADWAY)	$5.00		$0.00	$675.00	$675.00	$0.00	$675.00
132	0	752		752	CY	EMBANKMENT (FINAL)(DENS CONT)(TY C)	$10.00		$0.00	$7,520.00	$7,520.00	$0.00	$7,520.00
464	288			288	LF	RC PIPE (CL III)(18 IN)	$30.00		$8,640.00	$0.00	$8,640.00	$0.00	$8,640.00
506	156			156	LF	TEMPORARY SEDIMENT CONTROL FENCE	$2.00		$312.00	$0.00	$312.00	$0.00	$312.00
530	521			521	SY	DRIVEWAYS (CONC)	$18.00		$9,378.00	$0.00	$9,378.00	$0.00	$9,378.00
530	940		40	980	SY	DRIVEWAYS (ACP)	$15.00		$14,100.00	$0.00	$14,100.00	$600.00	$14,700.00
556	1275		40	1315	LF	15" ADS CORRUGATED PIPE	$15.00		$19,125.00	$0.00	$19,125.00	$600.00	$19,725.00
						Total Drainage:			**$51,555.00**	**$8,195.00**	**$59,750.00**	**$1,200.00**	**$60,950.00**
						GRAND TOTAL:			**$236,531.30**	**$460.00**	**$236,991.30**	**$1,200.00**	**$238,191.30**

AI-26224 **12.B.**

Renewal/Extension for Turn-key Purchase of A New Records Management Software-HIDTA Task Force

CC CONSENT

Date:	04/26/2011
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the first of two (2), one (1) year extensions as provided under the current requirements agreement for "Turn-key Purchase of a New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc. (C-10-049-04-27)

BACKGROUND

Cost for 2nd Year of the Annual Software Maintenance in the amount of $3,041.10.

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1254-412-00-270-014-0-747
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds in the amount of $5,000.00 available as of 04/20/2011.

Attachments

Link: Contract-Cardinal Tracking

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 02:28 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 02:36 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/20/2011 09:14 AM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 04/12/2011 02:10 PM

Final Approval Date: 04/21/2011

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

April 5, 2011

Cardinal Tracking Inc.
C/O Steve Leushner
Lewisville, Tx 75057-6046

Re: C-10-049-04-27
"Turn-key Purchase of a New Records Management Software" for Hidalgo County HIDTA Task Force.

Dear Mr. Leushner:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first of two (2), one (1) year extensions 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 April 19, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Friday, April 8, 2011, via facsimile to (956) 956-292-7612 or email to : cris.villarreal@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 4/13/11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Hidalgo County Purchasing Department

cc:

department
auditors

REQUIREMENTS AGREEMENT
C-10-049-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 27, 2010** and between **CARDINAL TRACKING INC.** "("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Turn-key Purchase of a New Records Management 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 one (1) year with the County's option to renew two (2) additional one (1) year terms 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 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 and 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 **"Turn-key Purchase of a New Records Management Software"** in the areas of **Hidalgo County HIDTA Task Force** projects for a period of **one(1) year** commencing upon execution of contract, with the County's option to renew for two (2) additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agree 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 Records Management 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. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon

thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Records Management Software by separate document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Records Management 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: Cardinal Tracking Inc.
Attn: Steve Leushner
1825 Lakeway Dr. Suite 100
Lewisville, Tx 75057-6046

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

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

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

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

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

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

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

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

provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

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

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

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

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

APPROVED BY COMMISSIONERS COURT ON, 4-27-10 .

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

By: _____

HIDALGO COUNTY

By: _____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

CARDINAL TRACKING INC.

By: _____

Printed Name: Megan Mitchell

Title: Account Manager

Cost of Cardinal's Annual Software Maintenance

First Year of the Annual Software Maintenance and Support - Included : **NO CHARGE**

* Cost of the Second Year of the Annual Software Maintenance Agreement : **$ 3,041.10**

* Cost of the Third Year of the Annual Software Maintenance Agreement : **$ 3,041.10**

Note: Optional **24/7/365** Software Maintenance and Support is available on request by the Customer.

* Second and Third Year Cost of the Annual Software Maintenance Agreement is based on 18% of the SOFTWARE ONLY. See below for detail breakdown.

1	BADGE SE Police RMS Base System Pkg. Tier I	$ 4,995.00	$	4,995.00
15	BADGE SE Multi-User Licenses Tier 1	$ 295.00	$	4,425.00
1	BADGE SE Vehicle Maintenance Module Tier 1	$ 995.00	$	995.00
1	BADGE SE Warrants Module Tier 1	$ 995.00	$	995.00
1	PLIS SE Photo Lineup Imaging System Tier 1	$ 2,995.00	$	2,995.00
1	BADGE SE Enhanced Property Professional Software	$ 1,995.00	$	1,995.00
1	BADGE SE Enhanced Property - Cardinals Tracer Plus Professional Software	$ 237.00	$	237.00
1	BADGE SE Enhanced Property - Cardinal ODBC Link for Tracer Plus	$ 258.00	$	258.00
		Sub-Total Software Only :	**$**	**16,895.00**

ginning of the Second Year Annual Support Agreement is based on 18% of Software Only : 18%

Cost of the 2nd Year of Annual Software Maintenance Agreement : $ 3,041.10

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Independent Insurance Group 3010 LBJ Freeway Ste. 920 Dallas TX 75234-7004	CONTACT NAME: Julie Davis PHONE (A/C, No, Ext): 972-231-8277 FAX (A/C, No): E-MAIL ADDRESS: dianaa@indinsgrp.com PRODUCER CUSTOMER ID #:
INSURED Cardinal Tracking Inc 1825 Lakeway Dr # 100 Lewisville TX 75057	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Casualty Insurance Co INSURER B: Hartford Fire Ins. Co. INSURER C: Twin City Fire Ins Co Co — 29459 INSURER D: Sentinel Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 891763968 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	Y	Y	46UUNPN2522	2/27/2011	2/27/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
D	AUTOMOBILE LIABILITY	Y	Y	46UUNPN2522	2/27/2011	2/27/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
A	X UMBRELLA LIAB X OCCUR			46RHUPN1646	2/27/2011	2/27/2012	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DEDUCTIBLE							$
	X RETENTION $$10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	46WEPO0972	2/27/2011	2/27/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Technology Liability			00TE025610610	2/27/2011	2/27/2012	Glitch Agg	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Hidalgo County is included as additional insured on the general liability policy as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION Blanket 30 Day

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-26240 **12.C.**

Lubricants (Grease Oil, Hydraulic fluids) & Anti Freeze
CC CONSENT

Date:	04/26/2011
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc) as attached hereto for Hidalgo County “Lubricants (Grease Oil, Hydraulic fluids) & Anti Freeze”-RFB NO.: 2011-079-MEG

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: April 30, 2011
2nd Advertisement: May 13, 2011
Bid Opening Date: May 18, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

Purchases are on an as needed basis. see exp report for possibile funding sources and availibility of funds.

Attachments

Link: Draft Contract

Link: Specification/Requirments

Link: Legal Notice

Link: Approval of Memos from Departments

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 02:29 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 02:36 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/21/2011 05:14 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Elena Gomez Started On: 04/13/2011 10:56 AM

REQUIREMENTS AGREEMENT
C-00-00

THIS REQUIREMENTS AGREEMENT ("Agreement") is entered into effective as of _____, 2011 by and between _____ ("Vendor") and HIDALGO COUNTY ("County").

WHEREAS, County desires to enter into a requirements agreement for the purchase of "Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products" as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Commodities"); and

WHEREAS, Vendor desires to provide the Commodities to County; and

WHEREAS, County and Vendor desire to enter into this Agreement to establish the terms and conditions under which Vendor will provide the Commodities to County.

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits described herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, County and Vendor agree as follows:

1. Vendor agrees to provide the Commodities, and County agrees to purchase the Commodities, as more particularly described in Exhibit "A" "Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products" for HIDALGO COUNTY for one (1) year, with the County's option to extend/renew for an additional one (1) year term. Vendor shall provide the Commodities for a period of sixty (60) days from the date hereof, provided that if Vendor is not in default, and if County desires to continue purchasing the Commodities from Vendor, then this Agreement shall be automatically renewed for an additional one (1) year term. The term of this Agreement shall be from _____, 2011 through _____, 2012 (the "Term"). Vendor shall provide the Commodities to County as more particularly described in Exhibit "A".

2. Vendor shall provide the Commodities to County at the prices set forth in Exhibit "A", and such prices shall remain firm for the duration of the Term. Vendor shall not increase the prices for the Commodities during the Term.

3. Vendor shall provide the Commodities to County in accordance with Exhibit "A". Vendor shall deliver the Commodities to County within thirty (30) days after receipt of County's purchase order.

4. Vendor shall invoice County for the Commodities upon delivery of the Commodities to County. County shall pay Vendor within thirty (30) days after receipt of Vendor's invoice.

5. Vendor shall provide the Commodities.

. **Conflict with Applicable Law.** If any provision of this Agreement is found by any court, arbitrator, or governmental agency with jurisdiction over the subject matter hereof to be unenforceable, invalid, or illegal, such provision shall be enforced as nearly as possible according to its stated purpose, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated, and

DRAFT

[illegible] [illegible] [illegible] [

. **Assignment.** [illegible]

Headings. [illegible]

Gender and Number. [illegible]

. **Authority to Execute.** [illegible]

Commitment of Current Revenues Only. [illegible] (60) [illegible]. [illegible] Tex. Gov't Code Ann. § 271.903 (Vernon Supp. 1996).

. [illegible]

. [illegible]

(1) [illegible]

(2) [illegible]

DRAFT

[illegible]

[illegible]

APPROVED BY COMMISSIONERS COURT: _____

[illegible]

[illegible]: _____
Ramon Garcia, County Judge

[illegible]:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
[illegible]: _____
[illegible]: _____
[illegible]: _____
[illegible]: _____

[illegible]:
[illegible] & [illegible], L.L.P.

[illegible]: _____
[illegible]

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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.

ERRORS IN BIDS, RELIEF OF BID:
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished In container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.
9. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
10. BID PRICE: Bid your lowest delivery price as of the bid opening date.
11. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

EVALUATION OF BID: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

"OR EQUAL" INTERPRETATION CLAUSE: Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.

2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

10. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

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

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

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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

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

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.

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

ADDITIONAL INFORMATION:
Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, day, Month, date, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., day, Month, date, 2011.

ACKNOWLEDGMENT FORM

Company Name:	
Address:	
City/State/Zip:	
Authorized Signature:	
Authorized Signature (Print):	
Title:	
Telephone Number:	
Cell Number:	
Fax Number:	

Bid No: 2011-079-00-00-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"

BID OPENING DATE:

DATE:_____

Contact Person:

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



956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** 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-2011-079-00-00-MEG - HIDALGO COUNTY- "LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., DATE, MONTH, DAY 2011. 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-2011-079-00-00-MEG RFB- LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS ".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)

d) Notation - **"HIDALGO COUNTY- LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS) and ANTI-FREEZE PRODUCTS"** 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:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Raul Lozano/ Yolanda Cisneros
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Marcos Lopez
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Dept.
PO Box 1228
Edinburg, Texas 78539
(956) 383-8114

Richard Sunday
Hidalgo County Facilities Mgmt
P.O. BOX 1356
Edinburg, Texas 78539
956-289-7850

17. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2011**
Award of Contract	_____, 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 & 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 (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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.

HIDALGO COUNTY
"LUBRICANTS-(GREASE, OIL, HYDRAULIC FLUIDS)
and ANTI-FREEZE PRODUCTS"
BID NO.: 2011-079-00-00-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

MEMORANDUM

TO: **ALL PRECINCTS & FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer
Purchasing Department

DATE: March 9, 2011

RE: Approval of DRAFT specifications for: RFB No. 2011-079-00-00-MEG
"LUBRICANTS (Grease Oil, Hydraulic Fluids)& Anti-Freeze Products"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ☑ YES / ☐ NO / ☐ Other

(Specify) See ATTached (PREFERS GALLONS)

BUDGET ACCOUNT #: 1-1100-432-00-121-001-0-672
1-1100-452-00-121-013-0-672
1-1200-431-00-121-005-0-672

Noe Montez — Noe Montez — 3-16-11

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, MARCH 22, 2011 at 5:00p.m.

Enclosed

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

MEMORANDUM

TO: **ALL PRECINCTS & FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer
Purchasing Department

DATE: March 9, 2011

RE: Approval of DRAFT specifications for: RFB No. 2011-079-00-00-MEG
"LUBRICANTS (Grease Oil, Hydraulic Fluids)& Anti-Freeze Products"

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If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY:_____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 1/1200-431.00-122.004-0/672; 1/1200-431.00.122.006-0/672; 1/100-452.00-122-008-0/672

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Raul Lozano	3-22-11

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, MARCH 22, 2011 at 5:00p.m.

Enclosed

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

MEMORANDUM

TO: ALL PRECINCTS & FACILITIES MANAGEMENT

FROM: Elena Gomez, Buyer
Purchasing Department

DATE: March 9, 2011

RE: Approval of DRAFT specifications for: RFB No. 2011-079-00-00-MEG
"LUBRICANTS (Grease Oil, Hydraulic Fluids)& Anti-Freeze Products"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/_____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-120-431-00-123-005-0-673 1-1100-432-00-123-001-0-673
1-1100-432-00-123-008-0-6

Joe M. Flores, Commissioner 3/22/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, MARCH 22, 2011 at 5:00p.m.

Enclosed

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

Post-it® Fax Note 7671	Date 3/11/11	# of pages ▶ 1
To Elena Gomez	From Diana Ponce	
Co./Dept. Purchasing	Co. Pct 4	
Phone #	Phone # 383-3112	
Fax # 292-7612	Fax #	

MEMORANDUM

TO: **ALL PRECINCTS & FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer
Purchasing Department

DATE: March 9, 2011

RE: Approval of DRAFT specifications for: RFB No. 2011-079-00-00-MEG
"LUBRICANTS (Grease Oil, Hydraulic Fluids)& Anti-Freeze Products"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1200-431-00-124-005-0-672

Gloria A. Beltran Gloria A. Beltran 3/11/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, MARCH 22, 2011 at 5:00p.m.

Enclosed

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

RECEIVED
MAR 14 2011
By 11:24am

MEMORANDUM

TO: **ALL PRECINCTS & FACILITIES MANAGEMENT**

FROM: Elena Gomez, Buyer
Purchasing Department

DATE: March 9, 2011

RE: Approval of DRAFT specifications for: RFB No. 2011-079-00-00-MEG
"LUBRICANTS (Grease Oil, Hydraulic Fluids)& Anti-Freeze Products"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1100-00-419-40-220-001-0-619

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Daniel Flores	3/14/11

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, MARCH 22, 2011 at 5:00p.m.

Enclosed

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday

RECEIVED
APR 18 2011
By Yvonne 3:15 P.M

MEMORANDUM

TO: **ALL PRECINCTS, FACILITIES MANAGEMENT & SHERIFF'S OFFICE**

FROM: Elena Gomez, Buyer II
Purchasing Department

DATE: April 13, 2011

RE: Approval of DRAFT specifications for: RFB No. 2011-079-00-00-MEG
"LUBRICANTS (Grease Oil, Hydraulic Fluids) & Anti-Freeze Products"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ✓	DISAPPROVE •
APPROVED WITH MODIFICATIONS •	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 11-1100-421-00-280-001-0-672

A. "Sonny" Martinez 4-14-11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, APRIL 19, 2011 at 5:00p.m.

Enclosed

Department	Phone #	Fax #	POC
Pct 1	968-8733	969-1417	Noe Montez
Pct 2	787-1891	787-4683	Yolanda Cisneros
Pct 3	585-4505	585-2375	Norma Ceballos
Pct 4	383-3112	381-5905	Marcos Lopez
Facilities Mgt.	318-2646	318-2648	Richard Sunday
Sheriff's Office	393-6022	393-6027	Lt. Richard Ozuna

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
1-1100-421-00-280-001-0-672	SHERIFF-EQ&VEH R&M SUPPLIES	220,000.00	20,403.06	42,742.82	42,742.82	156,854.12	28.70
1-1100-423-21-280-002-0-672	JAIL-EQ&VEH R&M SUPPLIES	30,000.00	1,161.04	2,112.66	2,112.66	26,726.30	10.91
1-1100-432-00-121-001-0-672	PCT1 SANITATION-EQUIP & VEH R&M SUPPL	50,000.00	8,795.93	27,172.10	27,172.10	14,031.97	71.94
1-1100-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	12,000.00	1,434.63	3,193.90	3,193.90	7,371.47	38.57
1-1100-466-00-121-050-0-672	PCT1 CRC-EQUIP & VEH R&M SUPPLIES	250.00	.00	.00	.00	250.00	.00
1-1200-431-00-121-005-0-672	PCT1 RD MAINT-EQUIP & VEH R&M SUPPLIES	124,861.06	26,272.96	52,791.79	52,791.79	45,796.31	63.32
1-1284-421-00-280-047-2-672	OPERATION STONEGARDEN-EQ&VEH R&M SUPPLIE	4,873.08	.00	.00	.00	4,873.08	.00
1-1284-421-00-280-048-1-672	STONEGARDEN (DONNA)-EQ&VEH R&M SUPPLIES	888.00	.00	.00	.00	888.00	.00
1-1284-421-00-280-048-2-672	STONEGARDEN (DONNA)-EQ&VEH R&M SUPPLIES	2,110.00	.00	.00	.00	2,110.00	.00
1-1284-421-00-280-049-2-672	STONEGARDEN (HIDALGO)-EQ&VEH R&M SUPPLIE	1,600.00	.00	.00	.00	1,600.00	.00
1-1284-421-00-280-070-2-672	STONEGARDEN (ALAMO)-EQ&VEH R&M SUPPLIES	364.00	.00	.00	.00	364.00	.00
1-1284-421-00-280-080-1-672	TX RANGERS-LBSP-EQ&VEH R&M SUPPLIES	4,800.00	.00	.00	.00	4,800.00	.00

AI-26261 **12.D.**

Hidalgo County-Purchase of Gravel Bedding Materials - Authority to Re-Advertise

CC CONSENT

Date:	04/26/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to re-advertise the same procurement packet (approved by CC on 03-21-11) for “Hidalgo County-Purchase of Gravel Bedding Materials” in asmuch as no bids were received-new project No. 2011-128-05-25-YSI

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: May 07, 2011
2nd Advertisement: May 14, 2011
Bid Opening Date: May 25, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

No funding required at this time. See attached exp report for possible funding sources and availability of funds.

Attachments

Link: legal notice, specs, b page, dr contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 02:32 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 02:37 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/21/2011 04:10 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Yvette Islas Started On: 04/13/2011 04:04 PM

Final Approval Date: 04/21/2011

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF GRAVEL BEDDING MATERIAL"
BID NO.: 2011-128-05-25-YSI
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for the Purchase of Gravel Bedding Material. All purchases will be on an "As Needed Basis" only. This bid price will be for the duration of one (1) year with County's option to renew for an additional one (1) year.

The following are the delivery locations for gravel bedding material, including but not limited to:

- Precinct No. 1: Mile 11 North and 1 ½ West, Mercedes, Texas;
- Precinct No. 2: 301 E. State Pharr, Texas;
- Precinct No. 3: FM 2221 and Iowa Rd. Mission, Texas;
- Precinct No. 4: 1051 N. Doolittle Rd., Edinburg, Texas;

The following are the billing addresses for each respective precinct:

- Precinct No. 1: 1902 Joe Stephens, Weslaco, Texas 78596;
- Precinct No. 2: 300 W Hall Acres Rd. Suite G, Pharr, Texas 78577;
- Precinct No. 3: 724 N. Breyfogle Rd. Mission, Texas 78574
- Precinct No. 4: 1051 N. Doolittle Rd., Edinburg, Texas 78542.

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of culverts and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide Drainage Improvement Projects.
- **Coarse Aggregate**: Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
  - At most 0.25% by weight of clay lumps,
  - At most 1.0% by weight of shale, and
  - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium

sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0% or the value shown on the plans, whichever is smaller. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.
- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3

Coarse Aggregate Gradation Chart

			Percent Passing On Each Sieve							
Aggregate Grade No.	Normal Size	2 ½"- 3"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2	1-1/2 "		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4	1"			100	95-100		25-60		0-10	0-5
5	3/4"				100	90-100		20-55	0-10	0-5
6	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. It is intended that the amount of "**Gravel Bedding Material**" needed by Hidalgo County will be purchased on an as needed basis. It shall be agreed & understood that Hidalgo County will purchase no more material that is needed.

2. Term of Contract: The contract will be in effect for a period of (1) one year from bid award date with County's option to extend for an additional (1) one year term. Award of contract will be contingent on availability of Hidalgo County Funds for Drainage Improvement Projects.

3. Option to Extend: Hidalgo County reserves the right to continue this bid for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. BID PRICE SHALL BE PER TON

5. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6. **Method of Award:** One or more bidder(s) maybe designated as approved vendor(s) for purchases/service for Hidalgo County. Award of contract will be contingent on availability of Hidalgo County Funds. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

9. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

10. Insurance Certificates as per Exhibit “C” must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. When requested, samples shall be furnished free of expense to Hidalgo County.

12. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

13. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

14. In the event the material furnished does not meet all the above requirements (regardless of weather, test’s acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

15. It is expressly understood and agreed that in case Hidalgo County should need **“Gravel Bedding Material”** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources

other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

16. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

17. All deliveries shall be made between Monday and Friday to the locations as indicated on individual purchase orders and all deliveries shall be made between the hours of 8:00 a.m. to 5:00 p.m.

18. **Market Volatility and Unit Price Adjustments:**

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

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

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on

this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

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

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

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

ADDITIONAL INFORMATION

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

- **All written inquiries will be accepted via facsimile or e-mail at yvette.islas@co.hidalgo.tx.us no later than**, Wednesday, May 11, 2011 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, May 13, 2011.

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT “B”

HIDALGO COUNTY
“PURCHASE OF GRAVEL MATERIAL”
BID NO.: 2011-128-05-25-YSI
BID PAGE FORM

1. BID PRICE SHALL BE PER TON BASIS;
2. All bid prices shall take into consideration delivery costs;
3. All purchases are on an “ AS NEEDED BASIS”;
4. The following are the delivery locations for gravel bedding material, including but not limited to:

- Precinct No. 1: Mile 11 North and 1 ½ West, Mercedes, Texas;
- Precinct No. 2: 301 E. State Pharr, Texas;
- Precinct No. 3: FM 2221 and Iowa Rd. Mission, Texas;
- Precinct No. 4: 1051 N. Doolittle Rd., Edinburg, Texas;

		SAMPLE:
Aggregate Grade No.	Normal Size	**Total Cost Per Ton:**
1	2”	
2	1-1/2 “	
3	1-1/2”	
4	1”	
5	3/4”	
6	1/2”	
7	3/8”	
8	3/8”	
Other	2 ½” – 3 ½ ”	

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
AUTHORIZED SIGNATURE:	
PRINT NAME/TITLE:	
EMAIL ADDRESS:	
TELEPHONE/CELL NUMBER:	

REQUIREMENTS AGREEMENT
C-11-128-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between**_____, a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of Gravel Bedding Material",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Gravel Bedding Material"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year on an **"As Needed Basis"** from **Month day, 2011** to **Month day, 2011** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and/or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

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

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation,

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order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: _____
_____
_____
_____

.

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

f. **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.

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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,

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auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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, _____.

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

By:_____

Date:_____

By:_____
Ramon Garcia, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Vendor _____
By:_____
Printed Name:_____
Title:_____
Date:_____

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EXHIBIT “A”
RFB PACKET

EXHIBIT “B”
BID PAGE FORM

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EXHIBIT “C”
INSURANCE REQUIREMENTS

AI-26290 **12.E.**

BCAP Application for Payment No.4(Final) - Aldamas I & II Subdivision Precinct No.2

CC CONSENT

Date:	04/26/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 4 (Final) in the amount of $59,151.60 from Total Commitment, LLC, contracted vendor for Aldamas I & II Subdivisions as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP-10-232-08-10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-122-937-0-841

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

BUDGETARY IMPACT:

Available funds as of 4/20/11 (PO 649644).

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-122-937-0-733

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

BUDGETARY IMPACT:

Available funds as of 4/20/11 (P.O.# 649644)

Attachments

Link: Appl. for Pymt No. 4 (Final)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/15/2011 01:24 PM	APRV
2	Purchasing Department	Marty Salazar	04/19/2011 02:33 PM	APRV
3	Budget & Management	Erika Zamora	04/19/2011 02:37 PM	APRV
4	Roland Garcia	Angela Garcia	04/19/2011 03:29 PM	APRV
5	Olga Garza	Olga Garza	04/20/2011 11:38 AM	APRV
6	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Marcie Jackson Started On: 04/15/2011 11:50 AM

Final Approval Date: 04/21/2011

APPLICATION FOR PAYMENT NO. 4-FINAL

TOTAL COMMITMENT, LLC
C/O Aacon, Inc.
624 West University Dr., Suite #238
Denton, Texas 76201-1889

To: Hidalgo County (OWNER)
From: Total Commitment, LLC (CONTRACTOR)
Contract: C-CAP-10-232-08-10
Project: ALDAMAS I & II SUBDIVISIONS
Owner's Contract No. C-CAP-10-232-08-10 Engineer's Project No.
For Work accomplished through the date of: February 25, 2011

1. Original Contract Price:		$ 376,612.50
2. Net change by Change Order and Written Agreements(+or-):		(+) $ 20,250.00
3. Current Contract Price (1 plus 2):		$ 396,862.50
4. Total completed and stored to date:		$ 394,612.50
5. Retainage (per Agreement):		
10% of completed Work:	$ 39,461.25	
0% of stored material		
Total Retainage:		$ 39,461.25
6. Total completed and stored to date less retainage (4 minus 5)		$ 355,151.25
7. Less previous Application for Payments:		$ 295,999.65
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 59,151.60

4.15.2011

Accompanying Documentation:
* APPLICATION AND CERTIFICATION OF PAYMENT (A)
* SCHEDULE OF VALUES A/K/A 1257 / 1258
* ESTIMATE QUANTITY UPDATE WORKSHEET
* LIST OF SUPPLIERS AND SUB-CONTRACTORS
* PARTIAL WAIVER OF LIENS (SUB-CONRACTORS / SUPP
*Tx DoT FORM 252 CONTRACT TIME STATEMENT
* PARYROLL REPORT W / SIGNED WAGE FORM

REQ# 186323 P.O.# 649644
1-1312-431-00-122-937-0-841→$59,124.00
<-5,912.40>=$53,211.60

REQ# 186323 P.O.# 649644
1-1312-431-00-122-937-0-733→$6,600.00
<-660.00>=$5,940.00

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) [illegible] 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 numbered 1 through 4-Final inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in 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 are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 3/21/2011

TOTAL COMMITMENT, LLC
CONTRACTOR
By: _____
Pedro A. Gutierrez Jr. / Member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 21 day of March, 2011

_____
Notary Public
My Commission expires: 7-6-13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

SAM ENGINEERING & SURVEYING, INC.
ENGINEER
By: _____
SAMUEL D. MALDONADO
Exhibit E-C

INVOICE RECEIVED BY: _____ ON 4/14/11
GOODS/SERVICES RECEIVED BY: _____ ON 4/14/11

Total Commitment	Contractor Name
October 28, 2010	Starting Date
February 15, 2011	Project Ending Date
10%	Retainage Percent

Application No:	**4-Final**
Application Date:	**March 21, 2011**
Period To:	**February 25, 2011**
Engineer Firm:	**SAM Engineering & Surveying**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080937	Aldamas Unit I & II Subd.	$ 376,612.50	$ 396,862.50	$ 39,854.00	$ 98,312.00	$ 190,722.50	$ 65,724.00	$394,612.50	$ 2,250.00	$ 39,461.25	$ 355,151.25	$ 295,999.65	$ 59,151.60
		$ 376,612.50	$ 396,862.50	$ 39,854.00	$ 98,312.00	$ 190,722.50	$ 65,724.00	$394,612.50	$ 2,250.00	$ 39,461.25	$ 355,151.25	$ 295,999.65	$ 59,151.60

TOTAL COMMITMENT	Contractor Name
10/28/2010	Starting Date
2/25/2011	Project Ending Date
ALDAMAS I & II	Engineer's / County Project Description

Application No.: 4
Application Date: 3/21/2011
Period To: 2/25/2011
Engineer's / County Project No.: C-CAP-10-232-08-10

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month			Total to Date	Balance To Finish	
					Quan	Dollars		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)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		ROADWAY			29.72																			
1	100	PREPARING ROW	STA	$ 500.00	~~29.7~~	$ 14,860.00	$ -	0.0	-	29.72	29.72	$ 14,860.00	-	29.72	$ -	-	29.72	-	-	29.72	-	14,860.00	0	$ -
2	152	6" ROAD GRADER WORK (DENS.CONT.)SUBGRA	SY	$ 1.50	12,216.0	$ 18,324.00	$ -	0.0	-	0.00	0.00	$ -	6,108.00	6,108.00	$ 9,162.00	6,108.00	12,216.00	9,162.00	-	12,216.00	-	18,324.00	0	$ -
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL2)	SY	$ 6.00	11,540.0	$ 69,240.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	11,540.00	11,540.00	69,240.00	-	11,540.00	-	69,240.00	0	$ -
4	260	LIME TREATMENT AT 3%	TONS	$ 160.00	104.0	$ 16,640.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	104.00	104.00	16,640.00	-	104.00	-	16,640.00	0	$ -
5	310	ASPH MATRL (MC-30)	GAL	$ 5.00	2,309.0	$ 11,545.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	2,309.00	2,309.00	11,545.00	-	2,309.00	-	11,545.00	0	$ -
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.00	9,854.0	$ 59,124.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	9,854.00	9,854.00	59,124.00	59,124.00	0	$ -
7	500	MOBILIZATION	LS	$ 1,000.00	1.0	$ 1,000.00	$ -	0.0	-	1.00	1.00	$ 1,000.00	-	1.00	-	-	1.00	-	-	1.00	-	1,000.00	0	$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 350.00	2.0	$ 700.00	$ -	0.0	-	1.00	1.00	$ 350.00	-	1.00	-	1.00	2.00	350.00	-	2.00	-	700.00	0	$ -
		Total Roadway				**$ 191,433.00**						**$ 16,210.00**			**$ 9,162.00**		$106,932.00				**59,124.00**	**$ 191,433.00**		**$ -**
		DRAINAGE																						
9	530	DRIVEWAY (CONCRETE)	SY	$ 29.25	838.0	$ 24,511.50	$ -	0.0	-	0.00	0.00	$ -	-	-	-	838.00	838.00	24,511.50	-	838.00	-	24,511.50	0	$ -
10	465	INLET (COMPLETE)(TYPE A)	EA	$ 2,000.00	8.0	$ 16,000.00	$ -	0.0	-	4.00	0.00	$ 8,000.00	4.00	4.00	8,000.00	-	8.00	-	-	8.00	-	16,000.00	0	$ -
11	465	4' CONC. STORM MANHOLE	EA	$ 2,100.00	6.0	$ 12,600.00	$ -	0.0	-	2.00	0.00	$ 4,200.00	4.00	4.00	8,400.00	-	6.00	-	-	6.00	-	12,600.00	0	$ -
12	506	TEMP SEDMTCONT FENCE	LF	$ 2.00	6,000.0	$ 12,000.00	$ -	0.0	-	0.00	0.00	$ -	2,000.00	2,000.00	4,000.00	4,000.00	6,000.00	8,000.00	-	6,000.00	-	12,000.00	0	$ -
13	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	6,000.0	$ 3,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	6,000.00	6,000.00	3,000.00	-	6,000.00	-	3,000.00	0	$ -
14	529	CONC CURB & GUTTER (18"X12")	LF	$ 6.25	6,440.0	$ 40,250.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	6,440.00	6,440.00	40,250.00	-	6,440.00	-	40,250.00	0	$ -
15	529	VALLEY GUTTER	SY	$ 36.00	34.0	$ 1,224.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	34.00	34.00	1,224.00	-	34.00	-	1,224.00	0	$ -
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 22.00	575.0	$ 12,650.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	275.00	275.00	6,050.00	300.00	575.00	6,600.00	12,650.00	0	$ -
17	556	18" RCP STORM DRAIN CL III	LF	$ 24.00	140.0	$ 3,360.00	$ -	0.0	-	72.00	0.00	$ 1,728.00	68.00	68.00	1,632.00	-	140.00	-	-	140.00	-	3,360.00	0	$ -
18	556	24" RCP STORM DRAIN CL III	LF	$ 28.00	1,978.0	$ 55,384.00	$ -	0.0	-	272.00	0.00	$ 7,616.00	1,706.00	1,706.00	47,768.00	-	1,978.00	-	-	1,978.00	-	55,384.00	0	$ -
		OUT FALL EXCAVATION	CY	$ 7.00	600.0	$ 4,200.00	$ -	0.0	-	300.00	0.00	$ 2,100.00	300.00	300.00	2,100.00	-	600.00	-	-	600.00	-	4,200.00	0	$ -
		Total Drainage				**185,179.50**						**$ 23,644.00**			**71,900.00**						**6,600.00**	**$ 185,179.50**		**$ -**
		TOTAL BASE AMOUNTS				**$ 376,612.50**			**$ 376,612.50**			**$ 39,854.00**			**$ 81,062.00**		$83,035.50					**$ 376,612.50**		**$ -**
19	CO#1	SANITARY SEWER SERVICE ADJUST.	EA	$ -	0	$ -	$ 750.00	27.0	$ 20,250.00	0.00	0.00	$ -	23.00	23.00	17,250.00	1.00	24.00	750.00	1.00	25.00	-	$ 18,000.00	3	$ 2,250.00
		TOTAL BASE AMOUNT PLUS CO:				**$ 376,612.50**			**$ 396,862.50**			**$ 39,854.00**			**98,312.00**		$90,722.50				**65,724.00**	**$ 394,612.50**		**$ 2,250.00**



Samuel Maldonado
Print Name

4/12/2011
Date

Signature

Exhibit E-O

AI-26317 **12.F.**

License Renewals, Lease & Monitoring Agreement
CC CONSENT

Date:	04/26/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Auditor's Office:
Requesting authority to enter into an annual software renewal with AuditWare Development Co., Inc. for the Auditor's Office through the following requisition #193134 in the total amount of $1,020.00/year (1-1100-415-21-170-001-0-336);

2. Executive Office/Safety Division:
Requesting authority to enter into a 36-month new copier (capital) lease for a 5745P printer through our membership/participation with (TPASS) Texas Procurement and Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #193734 in the amount of $242.80/month, effective upon approval (lease to start on August 2011) (1-1100-419-50-125-003-0-780);

3. (I. T.) Information Technology Department:
Requesting authority to enter into a 40 hours of remote technical support agreement for the County wide network through our membership/participation with (DIR) Department of Information Resources awarded vendor Calence, LLC dba Insight Networking DIR-SDD-1460 in the total amount of $6,040.00 through requisition #193840, effective upon approval (1-1100-415-00-200-002-0-336);

4. Precinct 4-Administration/Shop:
Requesting approval & authority to enter into a 12 month monitoring agreement and execute required agreement with Perez, Jose A. d/b/a First State Security and Alarms through requisition #193970 $20.00/month, 240.00/annually. Effective upon approval (1-1200-431-00-124-007-0-413);

5. Constable Precinct 5:
Requesting authority to enter into a 48-month new copier (capital) lease agreement and approval to execute required Master Agreement through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 for Ricoh Aficio MP C2051 copier at $105.00/month (lease) plus $22.50/month (maintenance) with the total of $127.50/month, through the following requisition #193165. Effective: Upon approval (1-1100-421-00-295-001-0-780/432:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

Item #1-Auditor's Office-Req. #193134-Funds available as of 4-21-11.

Item #2-Executive Office-Req #193734-Funds available as of 4-21-11.

Item #3-IT Dept-Req #193840-Funds available as of 4-21-11.

Item #4-Pct. 4 Road Maintenance-Req #193970-Funds available as of 4-21-11.

Item #5-Constable Pct. 5-Req #193165-Funds available as of 4-21-11.

Attachments

Link: Auditware-Auditor's

Link: Xerox-Executive Office

Link: Calence-IT

Link: First State Security-Pct. 4

Link: IKON-Constable Pct. 5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/21/2011 03:23 PM	APRV
2	Budget & Management	Dina Trevino	04/21/2011 03:24 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/21/2011 03:49 PM	APRV
4	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Matilde Faz Started On: 04/19/2011 08:28 AM

Final Approval Date: 04/21/2011

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00193134

PO #

Date: 04/04/11

Consent 4/28/11 #26317

Bill To: x
x

Vendor : 233498

AUDITWARE DEVELOPMENT CO., INC.
13835 N. TATUM BLVD., STE 9-617
PHOENIX AZ 85032
FAX (877)898-0865

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PENDING C.C. APPROVAL ON 04/28/2011		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM BASIC RENEWAL	895.00	895.00
1.00	YEAR	OM CAFR COMBINING STATEMENT ADD-IN	125.00	125.00
		Account No	Encumbrance	
		1-1100-415-21-170-001-0-336	1,020.00	
			Freight	.00
			Total	1,020.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 193134

AuditWare Development Company, Inc.

944 E. Coral Gables Drive
Phoenix, AZ 85022
E-mail: auditware@cox.net
Web Site: http://www.TheAudit.com

Sales & Marketing (800) 261-2834
Administration & Support (800) 688-2333
Fax (866) 703-4581

April 1, 2011

RECEIVED BY
COUNTY AUDITOR

2011 APR 4 PM 3 07

Becky Luna
Hidalgo County Auditor's Office
2808 S. Business Highway 281
Edinburg, TX 78539-6243

To: AuditWare Clients
From: Paul Shaw, President
Subject: AuditWare for Local Governments (ALG) Annual Renewal

Thank you for your continued support. We look forward to another great year of working with all of you.

Enclosed is a statement for your annual renewal of ALG. Regarding those of you who perform only one or two audits, I realize we may be asking you to renew before you know that you will retain the audits. That's why we have a policy that renewals received by April 30th are fully refundable upon request through September 30, 2011.

Your current 2010 version will handle data periods through December 31, 2010. In May, we plan ship our 2010 product which may be used for data periods through December 31, 2011.

If I can help you at any time in any way, do not hesitate to contact me.

Enclosures

C:\Approach\11 ALG Renewal Ltr

Req 193134

AuditWare Development Company, Inc.

944 E. Coral Gables Drive
Phoenix, AZ 85022
E-mail: auditware@cox.net
Web Site: http://www.TheAudit.com

Sales & Marketing (800) 261-2834
Administration & Support (800) 688-2333
Fax (866) 703-4581

AuditWare for Local Governments Renewal Form and Statement for 2011

Please correct and/or supply the information below as necessary.

Attention:	Becky Luna
Organization:	Hidalgo County Auditor's Office
Address:	2808 S. Business Highway 281
City/State/Zip:	Edinburg, TX 78539-6243
Telephone:	956/318-2511
Fax:	956-318-2577

Primary E-mail Address: becky.luna@auditor.co.hidalgo.tx.us
Number of local government audits performed in 2009: 1

	Price	Amount	
1.	$895.00	$895.00	Basic Renewal Amount (Required)
2.		0.00	Volume and/or Support (Required)*
3.	125.00	125.00	CAFR/Combining Statement Add-In (Optional)*
4.		1,020.00	SubTotal
5.		(_____)	Less 10% if Additional Office(s) Also Renewing*
6.		1,020.00	TOTAL

* See explanation below

Method of Payment

✓ Check (payable to AuditWare Development Company, Inc.)

Charge to: ___ MasterCard ___ Visa ___ American Express ___ Discover

Expiration Date _____ Card Holder Name (Print) _____

Card# _____ Card Holder Signature _____

Billing Address Zip Code _____

Explanation of certain lines: 2. Based on high volume of audits and/or prior year support contacts; 3. This add-in allows you to produce either combining statements for the new reporting model, a full GFOA CAFR, or both; 5. Applicable to audit firms with multiple offices and to auditees of AuditWare users.

If paying in full by credit card you may fax this sheet to (866) 703-4581.

Requisition

EXECUTIVE OFFICE

Req # 00193734

PO #

Date: 04/13/11

Consent #26317 4/28/11

Bill To: x
x

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

Ship To: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: **ROSIE LUNA**
956-292-7030

Contract No: **SMARTBUY PO**

Special Instructions:

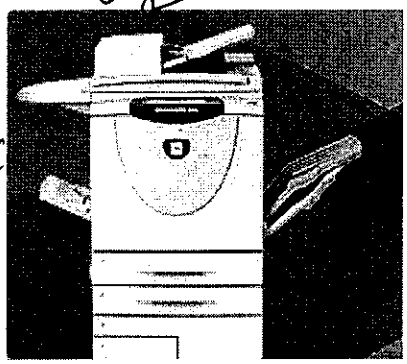
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # NEW 36 MONTH CAPITAL LEASE TO START ON AUGUST 2011 PENDING CC APPROVAL 4/28/2011 DO NOT DUPLICATE ORDER		
1.00		CO NEW 36 MONTH (CAPITAL) COPIER LEASE 985-13-14001-6 (UNIT) LEASE OF XEROX WORKCENTER 5745P DIGITAL COPIER WITH 2 TRAYS, STAND, BYPASS TRAY AND DADF, W5745 KIT, DOCUMENTATION KIT AND OFFICE FINISHER PRICE INCLUDES 25,000 MONTHLY IMPRESSION ALL EXCESS PRINTS AT $.0091 EACH		.00
5.00	MONTH	CO 985-13-14002-4 NEW 36 MONTH CAPITAL LEASE OF XEROX WORKCENTER 5745P DIGITAL COPIER STARTING AUGUST 2011 THRU DECEMBER 2011	178.63	893.15
5.00	MONTH	CO 985-13-14003-2 PRINT CONTROLLER 36 MONTH TERM	42.86	214.30
5.00	MONTH	CO 985-13-14021-4 MONO SCAN-MONO SCANNING KIT 36 MONTH TERM	21.31	106.55
		Account No	Encumbrance	---
		1-1100-419-50-125-003-0-780	1,214.00	
			Freight	.00
			Total	1,214.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

XEROX 985-L2 LEASE

PRICING

XEROX WORKCENTRE 5745P



Digital Copier with 2 Trays, Stand, Bypass Tray
and DADF, W5745 Kit, Documentation Kit,
and Office Finisher

Price includes

Price includes 25,000 monthly impressions

all excess prints at $.0091 each

	Monthly Base	Commodity Codes:
Equip Description/Qty	$ 0.00	985-13-14001-6
36 month term	$ 178.63	985-13-14002-4
48 month term	$ 154.06	985-13-14035-4
60 month term	$ 139.45	985-13-14068-5

Cash Price $8,740.80

Monthly Price $242.80 ✓

Contract Includes

- Delivery & Installation
- All supplies, except paper & specialty items

xerox

XEROX 985-L2 LEASE PRICING

	Price:	Commodity Code:
PRINT CONTROLLER		
36 Month	$42.86	985-13-14003-2
48 Month	$33.95	985-13-14037-0
60 Month	$28.68	985-13-14069-3
PRINT CONTROLLER, COLOR SCANNING, INTERNET FAX, & NETWORK FAX		
36 Month	$83.19	985-13-14004-0
48 Month	$65.95	985-13-14038-8
60 Month	$55.71	985-13-14070-1
100 HIGH VOLUME FINISHER		
36 Month	$45.29	985-13-14005-7
48 Month	$35.91	985-13-14039-6
60 Month	$30.34	985-13-14071-9
100HVF-HIGH VOLUME FINISHER		
36 Month	$92.72	985-13-14006-5
48 Month	$73.52	985-13-14040-4
60 Month	$62.10	985-13-14072-7
EMFAX-L1 EMBEDDED FAX 1 LINE		
36 Month	$14.19	985-13-14007-3
48 Month	$11.26	985-13-14041-2
60 Month	$ 9.51	985-13-14073-5
EMFAX-L2 EMBEDDED FAX 2 LINE		
36 Month	$33.17	985-13-14008-1
48 Month	$26.30	985-13-14042-0

60 Month	$22.21	985-13-14074-3
1GBMEMUP-1 GB Memory		
36 Month	$47.26	985-13-14009-9
48 Month	$37.47	985-13-14043-8
60 Month	$31.66	985-13-14075-0
2 HOLE-LGL LEGAL 2 HOLE PUNCH		
36 Month	$ 2.14	985-13-14010-7
48 Month	$ 1.69	985-13-14044-6
60 Month	$ 1.43	985-13-14076-8



XEROX 985-L2 LEASE PRICING

	PRICE:	COMMODITY CODE:
3FOLD-HVF-C/Z TRIFOLD FOR BLKT MAKER FIN		
36 Month	$97.23	985-13-14011-5
48 Month	$77.09	985-13-14045-3
60 Month	$65.12	985-13-14077-6
3HOLE PUNCH KIT		
36 Month	$ 2.10	985-13-14012-3
48 Month	$ 1.67	985-13-14046-1
60 Month	$ 1.40	985-13-14078-4
3 HOLE-HVF 3 HOLE PUNCH FOR HI VOL FIN		
36 Month	$ 2.10	986-13-14013—1
48 Month	$ 1.67	985-13-14047-9
60 Month	$ 1.40	985-13-14079-2
4KHCF-4000 SHEET HI-CAP FEED		
36 Month	$ 23.58	985-13-14014-9
48 Month	$18.69	985-13-14048-7
60 Month	$15.79	985-13-140800

4KHCFSEF-A-3SHORT EDGE FEED KIT		
36 Month	$23.72	985-13-14014-9
48 Month	$18.80	985-13-14049-5
60 Month	$15.89	985-13-14081-8
4KHCFSEL-LEGAL SHORT EDGE FEED		
36 Month	$23.72	985-13-14016-4
48 Month	$18.80	985-13-14050-3
60 Month	$15.89	985-13-14082-6
CAC-ENABL-COMMON ACCESS CARD		
36 Month	$ 4.71	985-13-14017-2
48 Month	$ 3.74	985-13-14051-1
60 Month	$ 3.16	985-13-14083-4
CONVSTAPL-CONVINIENCE STAPLER		
36 Month	$ 5.32	985-13-14018-0
48 Month	$ 4.22	985-13-14052-9
60 Month	$ 3.56	985-13-14084-2

XEROX 985-L2 LEASE PRICING

	PRICE:	COMMODITY CODE:
ENVKIT-ENVELOPE INSERT KIT		
36 Month	$ 4.71	985-13-14019-8
48 Month	$ 3.74	985-13-14053-7
60 Month	$ 3.16	985-13-14085-9
INSRT-HVF-POSRT PROCESS INSERTER		
36 Month	$35.57	985-13-14020-6
48 Month	$28.21	985-13-14054-5
60 Month	$23.82	985-13-14086-7
MONO SCAN-MONO SCANNING KIT		
36 Month	$21.31	985-13-14021-4

48 Month	$16.90	985-13-14055-2
60 Month	$14.27	985-13-14087-5

SA1HID SECURE ACCESS s/w w/HID 125KHz

36 Month	$25.65	985-13-14022-2
48 Month	$21.99	985-13-14056-0
60 Month	$19.82	985-13-14088-3

SA1-MAG -SECURE ACCESS s/w w/MAG STRIPE READER

36 Month	$22.11	985-13-14023-0
48 Month	$18.98	985-13-14057-8
60 Month	$17.12	985-13-14089-1

SA1-MAFAR SECURE ACCESS s/w w/MIFARE READER

36 Month	$25.65	985-13-14024-8
48 Month	$21.99	985-13-14058-6
60 Month	$19.82	985-13-14090-9

SA-HID 125 SECURE ACCESS s/w w/HID 125KHz READER

36 Month	$33.73	985-13-14025-5
48 Month	$29.03	985-13-14059-4
60 Month	$26.22	985-13-14093-3

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XEROX 985-L2 LEASE PRICING

	PRICE:	COMMODITY CODE:

SA-MAGSTR SECURE ACCESS s/w w/MIFARE READER

36 Month	$30.19	985-13-14026-3

48 Month	$26.01	985-13-14060-2
60 Month	$23.52	985-13-14092-5

SA-MIFARE SECURE ACCESS s/w w/MIFARE READER

36 Month	$33.73	985-13-14027-1
48 Month	$29.03	985-13-14061-0
60 Month	$26.22	985-13-14093-3

SCN2PRO25 SCAN TO PC DESKTOP PRO

36 Month	$53.46	985-13-14028-9
48 Month	$42.39	985-13-14062-8
60 Month	$35.81	985-13-14094-1

SCN2SE25 SCAN TO PC DESKTOP 25

36 Month	$10.53	985-13-14029-7
48 Month	$ 8.35	985-13-14063-6
60 Month	$ 7.05	985-13-14095-8

UNICODE-UNICODE KIT

36 Month	$ 7.08	985-13-14030-5
48 Month	$ 5.61	985-13-14064-4
60 Month	$ 4.74	985-13-14096-6

WC56FI-FOREIGN INTERFACE DEVICE

36 Month	$ 4.14	985-13-14031-3
48 Month	$ 3.28	985-13-14065-1
60 Month	$ 2.77	985-13-14097-4

WNTWACCT-NETWORK ACCOUNTING

36 Month	$11.86	985-13-14032-1
48 Month	$ 9.40	985-13-14066-9
60 Month	$ 7.94	985-13-14098-2

XASSIST4- XEROX COPIER ASSISTANT

36 Month	$11.72	985-13-14033-9
48 Month	$ 9.30	985-13-14067-7
60 Month	$ 7.85	985-13-14099-0

xerox

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Susan Combs Texas Comptroller of Public Accounts

REQUISITION #193734

TERM CONTRACT 985-L2

DEPARTMENT: SAFETY DIVISION

Term Contract Item Descriptions and Pricing

98513140016	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range IIIWorkCentre 5745T & OFC50FIN: Base Unit, Up to 45 PPM. Includes 4 Trays, Bypass Tray, DADF, WC5745 Kit & Office Finisher	TX	ea	0.00	XEROX
98513140024	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range III5745T & OFC50FIN: 36 Month Lease. Includes 25,000 Copies. Overage Charge Per Copy: $0.0091 Each	TX	mo	178.63	XEROX
98513140032	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range III5745PT - Print Controller. 36 Month Lease	TX	mo	42.86	XEROX
98513140214	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range IIIMONO-SCAN - Mono Scanning Kit. 36 Month Lease	TX	mo	21.31	XEROX

Req # 193734

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 o Operatin Lease? (Calculate Field)
1/18/2011	1/25/2011			122	Pct. 2 NA Hall	187675	985-L2	1/18/2011	WC7435P	$366.69	N	N	36	60	$13,200.84	$13,200.84	Capital Leas
1/18/2011	1/25/2011			122	Pct. 2 Old Off.	187677	985-L2	1/18/2011	WC7435P	$419.44	N	N	36	60	$15,099.84	$15,099.84	Capital Leas
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 Leas
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 Leas
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 Leas
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 Leas
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 Leas
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 Leas
2/14/2011	2/24/2011			3308	Juvenile-Boot Camp	189460	985-L2	2/14/2011	WC3550X	$82.01	N	N	48	60	$3,936.48	$3,937.44	Capital Leas
2/14/2011				330	Juvnile-Prob. Area	189462	985-L2	2/14/2011	WC5755T	$378.62	N	N	48	60	$18,173.76	$18,173.76	Capital Leas
4/5/2011	TASB 299-08			90	Dist Clerk-430th	192408	299-08	4/6/2011	MP4001SP	$184.00	N	N	36	60	$6,624.00	$5,361.00	Capital Leas
4/5/2011	TASB 299-08			90	Dist Clerk-449h	192408	299-08	4/6/2011	MP4001SP	$184.00	N	N	36	60	$6,624.00	$5,361.00	Capital Leas
4/5/2011	TASB 299-08			90	Dist ClerK-MC#1	192408	299-08	4/6/2011	MP4001SP	$206.00	N	N	36	60	$7,416.00	$5,992.00	Capital Leas
3/8/2011				280	Jail Clsssifications	190523	985-L2	3/8/2011	WC5745	$221.49	N	N	36	60	$7,973.64	$8,197.00	Capital Leas
4/28/2011	TASB 299-08			295	Constable Pct 5		299-08	4/28/2011	MPC2051	$105.00	N	N	48	60	$5,040.00	$3,931.00	Capital Leas
4/28/2011	985-L2			125	Safety Division	193734	985-L2	4/28/2011	WC5745P	$242.80	N	N	36	60	8,740.80	$8,740.80	Capital Lease
Pending	985-L2				JP 4 Pl 1 Front Off		985-L2	4/28/2011	WC5745P	$178.63	N	N	36	60	0.00 6,430.68		
Pending	985-L2				JP 4 Pl 1 Court Room		985-L2	4/28/2011	WC5225	$105.92	N	N	36	60	3,813.12		
															0.00		
															0.00		
															0.00		
															0.00		
															0.00		
															0.00		

Requisition

Req # 00193840

PO #

Date: 04/14/11

Consent
#26317
4/28/11

Bill To: x
x

Vendor : 327913
CALENCE LLC
DBA INSIGHT NETWORKING
1560 WEST FOUNTAINHEAD PARKWAY
TEMPE AZ 85282
FAX (408)547-0327

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-1460**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 032911DB-1 DIR-SDD-1460 DO NOT DUPLICATE ORDER		
1.00	EACH	CO TECHNICAL SUPPORT 40 HOURS	6,040.00	6,040.00
1.00				.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-336	6,040.00	
			Freight	.00
			Total	6,040.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Calence, LLC dba Insight Networking
6820 South Harl Avenue
Tempe, A 85283

Sales Rep : Diana Berger
Phone: 956-369-3619
diana.berger@insight.com

Design Associate: Ubilia Fields
Phone: 512-382-4450

ubilia.fields@insight.com

Technical Support - 40

DIR Contract# DIR-SDD-1460

Department of Information Resources

Sales Quote: 032911DB-1
Date: 3/29/2011
Buyer: Renan Ramirez
Name: Hidalgo County
Phone: 956-318-2151
Email: renan@co.hidalgo.tx.us

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
Technical Services	Technical Support - 40 Hours	1			$ 6,040.00	$ 6,040.00

Sales Quote is valid for 30 days

TOTAL $ 6,040.00

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Calence, LLC dba Insight Networking and the Texas Department of Information Resources Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.

CALENCE, LLC DBA INSIGHT NETWORKING SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

REQ. 193840

Proprietary and Confidential. For use only by addressee.

Reg # 193840

APPENDIX C PRICING INDEX
TO DIR-SDD-1460

Calence LLC dba Insight Networking Manufacturer/Product Line/Product Category	**Customer Discount % off MSRP**
Hardware	
Bluesocket	21.75%
Commscope/Systimax	35.75%
Exterity	15.00%
Lightspeed	13.75%
Netscout Systems	21.75%
Vbrick Systems, Inc.	20.75%
Panduit	34.75%
Syn-Apps	5.00%
Maintenance	
Lightspeed	7.75%
Vbrick	4.75%
Technical Services	
Asset Management (Asset Tagging), Trade-In and Asset Disposal, Warehousing,Staging & Configuration & Integration Services, Project Management, Cabling, Training	28.75%

Line #1 from list.

Reg # 193840

Manufacturer: Calence, LLC dba Insight Networking

	Class/Item	Part #	Description	List Price	Discount	State Price
1	958-23	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
2	958-23	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
3	958-23	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
4	958-23	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
5	958-23	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
6	958-23	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
7	907-35	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	907-35	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	907-35	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	907-35	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	907-35	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	907-35	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	920-31	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	920-31	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	920-31	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	920-31	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	920-31	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	920-31	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	918-95	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	918-95	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	918-95	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	918-95	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	918-95	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	918-95	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	918-90	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	918-90	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	918-90	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	918-90	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	918-90	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	918-90	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	918-30	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	918-30	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	918-30	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	918-30	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	918-30	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	918-30	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	907-28	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	907-28	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	907-28	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	907-28	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	907-28	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	907-28	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	915-79	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	915-79	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	915-79	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	915-79	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	915-79	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	915-79	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	958-89	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	958-89	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	958-89	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	958-89	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	958-89	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	958-89	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00
	920-37	Cons Director	Consulting Director - Professional Services	$ 325.00	0%	$ 325.00
	920-37	Cons Sr. Arch	Consulting Senior Architect - Professional Services	$ 270.00	0%	$ 270.00
	920-37	Cons Arch	Consulting Architect - Professional Services	$ 250.00	0%	$ 250.00
	920-37	Cons Sr. Cons	Consulting Senior Consultant - Professional Services	$ 215.00	0%	$ 215.00
	920-37	Cons II	Consultant II - Professional Services	$ 170.00	0%	$ 170.00
	920-37	Cons I	Consultant I - Professional Services	$ 150.00	0%	$ 150.00

Requisition

Req # 00193970

PO #

Date: 04/15/11

Consent #26317 4/28/11

Bill To: x
x

Vendor : 177652
PEREZ, JOSE R.
D/B/A FIRST STATE SECURITY& ALARMS
3600 N. 23RD ST. SUITE #308
MCALLEN TX 78501
FAX (956)686-7171

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-3112

Contract No:

Special Instructions:
PCT. REQ. #0619

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OM CENTERAL STATION MONITORING FOR OFFICES AND SHOP LOCATED AT 1102 N. DOOLITTLE ROAD EDINBURG TEXAS 78542 FOR PERIOD COVERED: 05/01/2011 TO 04/30/2012 INCLUSIVE.	20.00	240.00
		****NOTE****VENDOR DOES NOT COME ON TO PRECINCT PROPERTY, MONITORING IS DONE FROM VENDOR'S LOCATION****		
		Account No	Encumbrance	
		1-1200-431-00-124-007-0-413	240.00	
			Freight	.00
			Total	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Key # 193910

FIRST STATE SECURITY AND ALARMS

3600 N. 23rd. Street
308
McALLEN, TX 78501
(956) 686-3502
1-877-465-3483

ALARM SYSTEMS
Valleywide License B-7076
Intercom • Stereo • Central Vacuum

MONITORING AGREEMENT

1. This agreement made and entered into this 1ST day of MAY, 20 11 between First State Security and Alarms AND HIDALGO COUNTY PCT. #4 (hereinafter called "Subscriber"), of 1102 N. DOOLITTLE RD. EDINBURG, TEXAS, 78539

2. The Company agrees to provide monitoring and notification services for a ANNUAL fee of $240.00, due and payable in advance quarterly commencing on MAY 1ST, 2011

3. The Company's sole obligation under this agreement shall be to monitor signals received by means of the Subscriber's electronic-protective system and to respond thereto by making every reasonable effort to transmit notification of the alarm promptly to the Police, Fire, or other authorities and/or the person or persons whose names and telephone numbers are set forth in the Notification Instruction or as same may be changed on written notification by the Subscriber from time to time, unless there is just cause to assume that an emergency condition does not exist.

4. The electronic-protective system at Subscriber's premises is not the property of the Company, and said system is to be kept in working condition by the Subscriber. The Company cannot be responsible, at any time, for its working condition or any failure of same.

5. The Subscriber shall properly set the electronic-protective system for the protection required. The Subscriber shall carefully test the electronic- protective system each time same is set and shall immediately report any inadequacy or failure of said system to the Company and to a service representative for repair.

6. The Company shall not be obligated to perform any monitoring service hereunder during any time when any necessary telephone equipment is not in working order since signals to Company are received solely by means of telephonic communication.

7. It is agreed that the Company is not an insurer and that the payment hereinbefore named is based solely upon the value of the services herein described and it is not the intention of the parties that the Company assume responsibility for any loss occasioned by malfeasance or misfeasance of the services under this agreement or for loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of the Company, by virtue of this agreement or because of the relationship hereby established. Subscriber shall be responsible for obtaining their own insurance coverage for any of the above losses.

8. If the Company is found liable for any loss or damage due to its negligence or the failure to perform its obligations in this agreement, including installing, monitoring, repairing or taking over the system, in any respect at all, the Company's maximum liability will be $250.00.

9. The Company shall not be liable for any loss or damage to Subscriber or to third parties caused by defects of deficiencies in the electronic- protective equipment of any Subscriber nor shall the Company incur any liability for any delay in response time or non-response of Police, Fire, or other authorities, institutions or individuals notified by the Company, and Subscriber shall hold Company harmless therefrom and assume the risk for said loss or damage.

10. Company's liability under this agreement is limited to the repair or replacement of defective parts.

11. This agreement shall remain in full force and effect for a period of 12 months from the date of execution and shall be renewed annually thereafter for additional one year terms upon the same terms and conditions as herein contained unless said service is terminated by either party giving written notice to the other party within thirty days prior to the expiration of the original or additional annual term or unless terminated by provisions set forth in paragraph 12.

12. This contract may be cancelled by either party in the event that the premises are destroyed by fire, windstorm or other catastrophe so as to substantially damage the premises in a way that makes it impractical to continue service thereto.

13. The service fee specified herein may be changed by the Company after said agreement has been in effect for a period of at least 24 months. Said change shall be effective by Company giving Subscriber thirty days written notice prior to said adjustment in said service fee. Said service fee amount may be modified accordingly during the complete 12 month period. Should said increase be for a total of more than 15% over and above the existing rate at the time of said increase, then Subscriber may terminate this contract on the effective date of such adjustment.

14. This agreement shall be construed in accordance with the laws of TEXAS as are now in force and hereinafter amended.

15. This contract contains the entire agreement between parties hereto and cannot be altered without the written consent of both parties.

16. Company reserves the right for termination of services if contracted account is past-due more than 60 days from billing date. This is hereby agreed and accepted.

By: _____
Title: OWNER
Date: 05/01/11

SUBSCRIBER

By: _____
Date: _____

Contract Number GD004593

Requisition

Req # 00193165

PO #

Date: 04/05/11

Consent #26317 4/28/11

Bill To: x
x

Vendor : 243353
IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Ship To: CONSTABLE PCT 5
PO BOX 324
ELSA TX 78543

Contact: Roxanne
956-262-4200

Contract No: BUYBOARD 299-08

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 299-08 UPON DELIVERY OF THE NEW MACHINE PLEASE PICKUP TRADE IN MODEL # SERIAL # DO NOT DUPLICATE ORDER		
8.00	MONTH	CO NEW 48 MONTHS COPIER LEASE Ricoh Aficio MP C2051 RICOH AFICIO MPC2051 AT $68.00/MONTH open po to lease copier for 9months at $127.50 a month with Ikon Office solutions. Copier MPC2051 service of 2,500 B/W images per month - B/W overages @ $0.0092 and color @ $0.072	68.00	544.00
8.00	MONTH	CO FAC43 CABINET	3.00	24.00
8.00	MONTH	CO INTERNAL FINISHER STAPLER	16.00	128.00
8.00	MONTH	CO USB 2.0 SD SLOT TYPE A	4.00	32.00
8.00	MONTH	CO FAX OPTION TYPE C2550	12.00	96.00
8.00	MONTH	CO DIGITAL QC 120/15 NETWORK POWERFILTER	2.00	16.00
8.00	MONTH	CO SERVICE 2,500 B/W IMAGES PER MONTH B/W OVERAGES @ $0.009 & COLOR @$0.072	22.50	180.00
1.00				.00
		Account No	Encumbrance	
		1-1100-421-00-295-001-0-432	180.00	
		1-1100-421-00-295-001-0-780	840.00	
			Freight	.00
			Total	1,020.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Proposal for Hidalgo County Pct. 5 - Constable



PREPARED BY:

Aissa Garcia – Account Executive

Mobile: (956) 607-6465

Email: aigarcia@ikon.com

PREPARED FOR:

Hidalgo County Pct. 5 – Constable

Date Submitted: April 19, 2011

IKON Document Efficiency At Work.®

A RICOH COMPANY



Aissa Garcia
Account Executive
IKON Office Solutions, Inc.
809-A Savannah, Suite 311
McAllen, TX 78503
(956) 607-6465
aigarcia@IKON.com

IKON Document Efficiency At Work.
A RICOH COMPANY

Reservation of Rights—In response to your request, we have reviewed and are responding to the terms and conditions in your RFP or invitation. Based on our review of the information provided by you, IKON is confident that contracts acceptable to us may be reached promptly following any award. Specifically, we recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the same right. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and our proposed solution. Following bid award, we contemplate that we will both negotiate and sign, in the exercise of good faith, customary definitive agreement(s) to govern our relationship, and provide reasonable assurances of our authority to enter into such agreements. In an effort to expedite the finalization of our agreements, we have noted the following topics for our discussion, which are either not addressed in your request or for which we request further clarification:

- To the extent you lease from us or IKON Financial Services, customary terms and conditions related to equipment financing, subject to customary non-appropriation rights;
- Mutually acceptable terms related to the measurement and calculation of service levels, including customary terms related to reporting requirements and remedies;
- Standard industry service termination and default, rights and remedies, including reasonable written notice requirements and cure periods;
- Risk of loss and insurance requirements during possession of provided equipment;
- Assignment rights subject to prior credit approval;
- Standard industry warranties for service and support and the transfer of applicable manufacturer product warranties, as well as customary limitations of implied warranties;
- Mutual indemnification for third party claims arising from acts of misconduct in connection with the performance of services; and
- Mutual liability protections for consequential and similar damages.

As is customary for transactions of this type, any acknowledgements made by each of us are qualified by the right to negotiate mutually acceptable terms. Our proposal is based upon the information provided by you, and the assumptions made by us in preparing our response. Any changes to information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc. ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Feliciano Ramos / Roxanne Noyola
Hidalgo County Pct. 5 – Constable
708 E. Edinburg Ave. Ste. A
Elsa, TX 78543



Dear Mr. Ramos & Ms. Noyola,

Thank you for taking the time to speak with me regarding your copier situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- New technology to increase efficiency and increase speed
- Reducing overall monthly costs in each department by migrating prints to a multifunctional product
- Complete lease forgiveness on current lease contract # **429301-1008606A10**

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

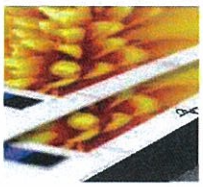
Sincerely,

Aissa Garcia
Account Executive
Office 956-687-9156
Mobile 956-607-6465
aigarcia@ikon.com

IKON Document Efficiency At Work.
A RICOH COMPANY

Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Ricoh MP C2051





The Ricoh MP C2051 delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, these models incorporate an array of impressive features that will substantially increase user productivity.

Key Features of the Ricoh MP C2051

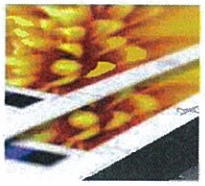
- 20-PPM monochrome and color output speed, Low cost per page output
- 1,100-sheet paper capacity
- 500-sheet finisher / stapler
- Cabinet stand
- Device is fax, print and scan enabled - providing both black & white and color scanning functionality
- Warm up time less than 45 seconds
- Data Overwrite Security System - DOSS
- First print speed 6.5 seconds monochrome/9.5 seconds color
- ESP Power Filter
- Energy Star® compliant



IKON Document Efficiency At Work.®
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Financial Considerations

Investment Details:
Ricoh MP C2051





Current Situation:

Sanitation - Canon IR2020i – 2,500 copies ***$160.00 Monthly (48 mths)***

Financial Considerations for 48 Months

Equipment Breakdown	TASB Purchase Pricing	48 mo Pricing
1. Ricoh Aficio MP C2051	$2,522.00	$68.00
FAC43 Cabinet	$122.00	$3.00
Internal Finisher (Stapler)	$610.00	$16.00
USB 2.0 SD Slot Type A	$148.00	$4.00
Fax Option Type C2550	$442.00	$12.00
Digital QC 120/15 Network Powerfilter-Surge Protector	$87.00	$2.00
Equipment Total		$105.00
Service – (2,500 B/W images per month-B/W overages @ $0.009 & Color @ $0.072)		$22.50
	Grand Total	$127.50

48 Month Lease Option MP C2051- Grand Total - $127.50

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract #: 299-08**
Complete Lease Forgiveness on current lease Contract # 429301-1008606A10

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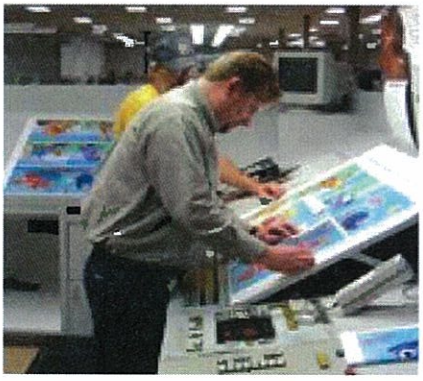
www.ikon.com











IKON Document Efficiency At Work.®
A RICOH COMPANY

Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc., a Ricoh company ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MPC2050/MPC2550							
BASE UNIT							
Ricoh Aficio MPC2050	MPC2050	$5,800	2,522	107	76	68	52
Ricoh Aficio MPC2550	MPC2550	$7,500	3,409	144	103	91	70
COPIER ACCESSORIES							
Paper Feed Unit PB3070 (1 x 500 Sheets)	414616	$545	277	12	8	7	6
Paper Feed Unit Type PB 3030	413673	$1,250	499	21	15	13	10
Caster Table Type B	414819	$200	102	4	3	3	2
FAC43 Cabinet	415016	$250	122	5	4	3	3
1 Bin Tray BN3060	414617	$325	163	7	5	4	3
Side Tray Type C2550	414618	$125	64	3	2	2	1
Internal Shift Tray SH3030	414619	$325	163	7	5	4	3
Internal Finisher Type C2550	414620	$1,200	610	26	18	16	13
Punch Unit PU3010NA	414621	$850	432	18	13	12	9
PRINT/SCAN OPTION							
PostScript 3 Unit Type C2550	414638	$1,000	514	22	15	14	11
Bluetooth Interface Unit Type 3245	412866	$360	224	9	7	6	5
IEEE1284 Interface Board Type A	411699	$99	52	2	2	1	1
IEEE802.11a/b/g Wireless Type J	414008	$540	288	12	9	8	6
Gigabit Ethernet Board Type A	402547	$325	209	9	6	6	4
USB 2.0 SD Slot Type A	414678	$290	148	6	4	4	3
Memory Unit Type I 512MB	414635	$270	139	6	4	4	3
File Format Converter Type E	414007	$575	306	13	9	8	6
Camera Direct Print Card Type D E	402996	$39	26	1	1	1	1
VM Card Type I	414710	$132	67	3	2	2	1
Facsimile Accessories							
Fax Option Type C2550	414925	$900	442	19	13	12	9
Handset Type 1018	410781	$65	39	2	1	1	1
32MB Memory Type B	001342MIU	$185	90	4	3	2	2
Security & Misc. Accessories							
Copy Data Security Unit Type F	413985	$675	365	15	11	10	7
HDD Encryption Unit Type A	414021	$370	197	8	6	5	4
Data Overwrite Security Unit Type I	413955	$400	200	8	6	5	4
Key Counter Bracket Type H	412552	$95	41	2	1	1	1
Optional Counter Interface Unit Type A	413012	$60	31	1	1	1	1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	$170	87	4	3	2	2
					TOTAL FOR MPC2551	**$105.00**	
SUPPLIES							
Print Cartridge Black Type MP C2550/ C9025/LD525C	841280	$48					
Print Cartridge Cyan Type MP C2550/ C9025/LD525C	841281	$117					
Print Cartridge Magenta Type MP C2550/ C9025/LD525C	841282	$117					
Print Cartridge Yellow Type MP C2550/ C9025/LD525C	841283	$117					
Staple Type T	415009	$40					
Staple Refill Type T	415010	$44					
Marker Type 30	334049	$31					

TASB

IKON Office Solutions GTX IMP

CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.011	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057
OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050
MONTHLY VOLUME	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +

Price included Service Parts/Labor, Black Toner and Staples. Excluded Connectivity Support.

*** Required Minimum Volume**

TERM	C1100/IPC-1	CLC4/5100	MPC2000/2500 /3000	MPC3500/4500 /6000/7500	C2550/3080/3480	C4080/4580/5185	C5058U/5068U	CPP550/650/C7000/6000VP/6000
	Color*	Color*	B/W or Color**	B/W or Color**		B/W or Color**	B/W or Color**	Color*
12 MONTH	0.1200	0.0680	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580
OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120
		B/W Service for MP C2551:		2,500 B/W images per month = 2,500 x $0.009 = $22.50 (overages @ .009)				
MONTHLY VOLUME COLOR	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +
RIP Fees	$45/month	$50/month	$30/month	$30/month	$30/month	$30/month	$30/month	$50/month
No charge for Embedded RIPs								

Price included Service Parts/Labor, Toners and Staples . Excluded Connectivity Support.

*** Required Minimum COLOR Volume. ** Select ether Black/White or Color as minimum.**

SERVICE TOTALS 2,500 B/W images per month @ $0.009	$22.50
TOTAL MONTHLY SERVICE FEE	**$22.50**
B/W Overages @ $0.009 and Color Overages @ $0.072	

Managed Printer Fleet Pricing

All LaserJet Printer BuyBoard Pricing
B/W Printer .03/impression*
Color .25/impression*
* Only Laser Jets
*All Printers need to have Director of Service approval

IMAGE PLUS Management

STATE AND LOCAL GOVERNMENT
Product Schedule

IKON Document Efficiency At Work.
A RICOH COMPANY

Product Schedule Number: _____

State and Local Government Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and HIDALGO, COUNTY OF _____, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

CUSTOMER INFORMATION

HIDALGO COUNTY - PCT. 5 - CONSTABLE	ROXANNE NOYOLA
Customer (Bill To) 708 E. EDINBURG AVE. STE. A	Billing Contact Name P.O. BOX 324
Product Location Address ELSA HIDALGO TX 78543 City County State Zip	Billing Address *(if different from location address)* ELSA HIDALGO TX 78543 City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
956-262-4200	956-262-4276	ROXS_1417@YAHOO.COM

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC2051

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*
48	$ 127.50

Minimum Payment Billing Frequency
- ☒ Monthly
- ☐ Quarterly
- ☐ Other: _____

Advance Payment
- ☐ 1st Payment
- ☐ 1st & Last Payment
- ☐ Other: _____

Guaranteed Minimum Images*°	
Black/White	Color
2,500	0

Cost of Additional Images°	
Black/White	Color
$.009	$.072

Meter Reading/Billing Frequency
- ☐ Monthly
- ☒ Quarterly
- ☐ Other: _____

* Based upon Minimum Payment Billing Frequency
° Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image.

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date.

2. You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the

Customer Initials

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Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: IKON OFFICE SOLUTIONS, INC.**
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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IKON Document Efficiency At Work.®
A RICOH COMPANY

IKON OFFICE SOLUTIONS, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

EQUIPMENT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00am and 5:00pm, Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Product Schedule (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

RESPONSE TIME COMMITMENT

Includes Staples X_____

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Equipment is again Operational. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will, on a quarterly basis, present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may be extended for a term up to 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment for not less than the remaining term of the existing Image Management Plus Product Schedule or Amendment, must be agreed to and signed by you and IKON. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your IKON sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total on the non-performing unit will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Product Schedule within in a two (2) day timeframe. *To ensure the most timely response please call 1-888-ASK-IKON.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Equipment will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____ _____, 20___.

CUSTOMER	**IKON OFFICE SOLUTIONS, INC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:	Date:

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Equipment Removal Authorization

Equipment Owned by Customer

CUSTOMER INFORMATION

Customer Name	HIDALGO COUNTY - PCT. 5 - CONSTABLE	Date Prepared	19-APRIL-2011
Contact Name	ROXANNE NOYOLA	Phone	956-262-4200
E-mail Address	ROXS_1417@YAHOO.COM	Fax	956-262-4276

☐ Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are owned by you, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, (2) the request shall be governed by this Authorization, (3) you have good, valid and marketable title to such equipment and have satisfied all payment and other obligations relating to such equipment which may be owning to any third party under applicable lease, financing, sale or other agreements, (4) you have obtained any and all necessary consents and approvals required to authorize IKON to remove such items of equipment and to take title thereto, and (5) by this Authorization, you hereby transfer good and valuable title and ownership to IKON to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and you will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in IKON. IKON does not assume any obligation, payment or otherwise, under any lease, financing, sale or other agreements relating to any equipment. Such agreements shall remain you sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of all equipment identified in the removal requests issued by you.

EQUIPMENT INFORMATION

Make, Model, Serial Number	CANON/IR2020i/MXD00077			Contact	ROXANNE NOYOLA
Pick-up Address	708 E. EDINBURG AVE. STE. A			Phone	956-262-4200
City	ELSA	State	TX	Zip Code	78543
Make, Model, Serial Number				Contact	
Pick-up Address				Phone	
City		State		Zip Code	
Make, Model, Serial Number				Contact	
Pick-up Address				Phone	
City		State		Zip Code	
Make, Model, Serial Number				Contact	
Pick-up Address				Phone	
City		State		Zip Code	

CUSTOMER		IKON OFFICE SOLUTIONS, INC.	
Authorized Signature		Authorized Signature	
Signature Printed Name		Signature Printed Name	
Title		Title	
Date		Date	

Revised 01/09

[TEXAS]

IKON Office Solutions, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

ADDENDUM ("Addendum"), dated as of the 19th day of APRIL, 2011, to that certain Master Agreement no. 1008606 ("Agreement"), dated as of the 19th day of APRIL, 2011, between IKON Office Solutions, Inc. ("we" or "us") and Hidalgo, County of, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. **Section 19-Non-Appropriation of Funds**: The caption/heading of Section 19 of the Agreement shall be and hereby is amended to read as follows: "19. Non-Appropriation."; and subsection (a) of Section 19 of the Agreement shall be deleted in its entirety and substituted with the following subsection (a) in lieu thereof:

> "(a) You intend to remit all Payments and other charges due to us under any Schedule to this Master Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Master Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred."

Clause (i) of subsection (b) of Section 19 is hereby deleted in its entirety and substituted with the following clause (i) in lieu thereof:

> "(i) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you,"

2. Section 20 of the Agreement is hereby deleted in its entirety.

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER	**IKON Office Solutions, Inc.**
X _____	_____
Authorized Signature Date	*Authorized Signature* Date
_____	_____
Print Authorized Signer Name Title	Print Authorized Signer Name Title

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IKON Document Efficiency At Work.®
A RICOH COMPANY

IKON Office Solutions, Inc.
1400 N. McColl, Suite 103
McAllen, TX 78501
Telephone 956-687-9156
Fax 956-687-2012
Service and Supplies 888-456-6457
www.ikon.com

April 19, 2011

Hidalgo County - Constable Pct. 5

The Ricoh MPC-2050 on the TASB Buyboard is being replaced with Ricoh MPC-2051 during the month of February. The TASB Buyboard will be updated in the next couple of weeks. This letter is for Hidalgo County verification from IKON/Ricoh that the Ricoh MPC-2051 will indeed be posted and part of the TASB Buyboard. Should you have any questions, don't hesitate to call me at (512) 381-7700.

Sincerely,

Mike Johnson

VP

AI-26293 **12.G.**

Authority to Advertise-Purchase and Disposal of Window Units
CC CONSENT

Date:	04/26/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for “Hidalgo County Community Service Agency – Purchase and Disposal of Window Air Conditioning Units” RFP 2011-126-05-25-YSI.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: May 04, 2011
2nd Advertisement: May 07, 2011
3rd Advertisement: May 11, 2011
Bid Opening Date: May 25, 2011

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency’s Funds.

Attachments

Link: DRAFT legal notice, requirements contract.26293

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 04:13 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 04:44 PM	APRV
3	Erika Zamora	Angela Garcia	04/21/2011 03:19 PM	APRV
4	Budget & Management	Dina Trevino	04/21/2011 03:25 PM	APRV
5	Sylvia Solis	Sylvia Solis	04/21/2011 04:35 PM	APRV
6	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Yvette Islas Started On: 04/15/2011 04:28 PM

Final Approval Date: 04/21/2011

RFP NO: 2011-126-05-25-YSI	BUYER: YVETTE ISLAS	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"

MAY 25, 2011

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2011-126-05-25**

1. Sealed proposals will be received for **Hidalgo County Community Service Agency "Purchase and Disposal of Window Air Conditioning Units",** 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. 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 nine (9) 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: 2011-126-05-25-YSI-Hidalgo County Community Service Agency–"Purchase and Disposal of Window Air Conditioning Units",** 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, May 25, 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 THE FOLLOWING REFERENCE: RFP NO: 2011-126-05-25-YSI—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - "PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, May 18, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, May 20, 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 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 and/or services to be provided or rendered at a County owned or operated location, each proposer shall 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 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 Community Service Agency –"Purchase and Disposal of Window Air Conditioning Units",**
   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 Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**May 25,**	**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 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 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 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 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.

31. 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.

Request for Proposal

HIDALGO COUNTY COMMUNITY SERVICE –
"Purchase and Disposal of Window Air Conditioning Units"
RFP NO: 2011-126-05-25-YSI

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:_____

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking one (1) qualified contractor to provide equipment in particular window air conditioning units and/or disposal of used/old window air conditioning units. The new window air conditioning units will replace inefficient window units in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all window units specified in this proposal shall be made to the CHCSA main Office, 2524 N. Closner, Edinburg, Tx. Used/old window units will be maintained at CHCSA main office, pick up of such will be at CHCSA main office.

Delivery of all equipment and services specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event of an eligible program participant is unavailable for service delivery scheduling or occurrence of unforeseeable circumstances as approved by CHCSA (such events must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or services provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made thirty (30) to forty-five (45) days from date of service and agency approval.

All disposals of window air conditioning units provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposers shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. malfunctioning window units where elderly, infirm clients or children under 6 reside in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

EXHIBIT “A” con’t

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

MINIMUM STANDARDS

WINDOW UNIT SIZE	MINIMUM ENERGY STAR EER
5, 000 BTU	10.7
6,000 BTU	10.7
8,000 BTU	10.8
10,000 BTU	10.8
12,000 BTU	10.8
15,000 BTU	10.7
18,000 BTU	10.7

WHEN AN EXISTING INEFFICIENT WINDOW AIR CONDITIONING UNIT(S) AND/OR HEAT PUMP(S) IS REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE FEDERAL, STATE AND LOCAL CODES/LAWS. CONTRACTOR MUST DESTROY USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS BEYOND REPAIR. USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS ONCE REMOVED CANNOT BE REPAIRED, RETROFITTED, AND/OR SOLD.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE NOTICE OF PAYMENT/PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:

1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.

2) Must not accept any gifts, monetary or otherwise, from clients.

3) Will accept CHCSA notice of payment/purchase order as authorization and obligation of payment and only for the amount stated on the notice of payment/purchase order.

4) Will not alter the amount on notice of payment/purchase order without the prior approval from CHCSA.

5) Will contact CHCSA for prior approval, in the event, that additional costs are incurred or forfeit payment if CHCSA approval is not obtained.

6) Will deliver the window air conditioning units to CHCSA within 10 working days of notice of payment/purchase order date.

7) Will pick up used/old window air conditioning units and/or heat pumps at CHCSA's main office and dispose of such according to applicable Federal, State and local codes, whichever is most restrictive. Used/old window air conditioning units and/or heat pumps once removed cannot be repaired, retrofitted and/or sold.

8) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:

A) Name and address of vendor
B) Name of Agency
C) Date(s) equipment was delivered to CHCSA or picked up from CHCSA
D) Detail description of equipment delivered or picked up
E) CHCSA notice of payment/purchase order number
F) Billing total amount

9) Direct **all original notice of payments/purchase orders** to include billings/invoices to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the notice of payment/purchase order.

10) Submittal of **original notice of payments/purchase orders** will be at contractor's discretion, keeping in mind that equipment must be delivered or disposed within 10 workings days as of date of notice of payment/purchase order.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES con't

11) Payment will be made to contractor approximately thirty (30) to forty-five (45) days after receipt of original notice of payment/purchase order, with all documentation required, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed, CHCSA will not issue notice of payment/purchase orders unless it has a contractual amount to cover said amount.

12) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

13) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.

_____ _____
Authorized Representative Signature Date

_____
Print Name of Authorized Representative

_____ _____
Title of Authorized Representative Telephone number

_____ _____
Name of Contact Person Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in Financial Resources & Integrity Section and a minimum score of 28 ½ points in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

III.	Material and Labor Price	40	Points
	Total Possible Points	100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

Lowest proposal price		÷	proposal price	X 40	=	points awarded
Example	$1000	÷	$1200 = .834	X 40	=	33.36

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: _____

I. INTEGRITY- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

The following questions that will be asked when we contact the references.
2.5 points has been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.

Q.1. Do they honor their prices?
Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?
Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1
Name: _____ Phone#: _____
Address: _____ Fax#:_____
Company: _____

Reference 2
Name: _____Phone#: _____
Address: _____Fax#:_____
Company: _____

EXHIBIT "C" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: _____

II. FINANCIAL RESOURCES- Please answer the following questions.

2.5 point has been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

[ ] YES [ ] NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.
No Exeptions *(2 part question-1.25 pts per part)*

B. Will you hold material until we are ready to pick-up/install?

[ ] YES [ ] NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

[ ] YES [ ] NO

D. Are there any liens against your firm/company?

[ ] YES [ ] NO

E. Are there any lawsuits against your firm/company?

[ ] YES [ ] NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

[ ] YES [ ] NO

If yes, describe the nature of the complaint and its resolution.

_____
_____
_____
_____

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: _____

I. TECHNICAL KNOWLEDGE-List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

Proper recovery of freon
Proper disposal of window units
Proper disposal of heat pumps

The following questions will be asked when we contact the references.
2 points has been assigned to each question, only favorable response will receive points.
24 points maximum may be received.

1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)*
   If satisfactory, specify in what way.
   If not satisfactory, specify in what way.
2) *Has this firm or person been timely in completing projects?*
3) *Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?*
4) *If the occasion arose, would you subcontract again with this firm or person to do a job for you?*

Reference 1
Name: _____ Phone#: _____
Address: _____ Fax#:_____
Company: _____

Reference 2
Name: _____Phone#: _____
Address: _____Fax#:_____
Company: _____

Reference 3
Name: _____Phone#: _____
Address: _____Fax#:_____
Company: _____

EXHIBIT “D” con’t

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE con’t

Proposer’s Name: _____

II. LENGTH OF EXPERIENCE -1 *point has been assigned for each year*
5 points maximum may be received

State the number of years you have done professional heating and cooling work or general contracting work.
_____years

III. GENERAL - *1 point maximum has been assigned*

Are you a “Certified HUB” minority-owned or women-owned enterprise? _____

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. Any additional cost should not be incurred, however, in the event, that additional costs do occur authorized by CHCSA must be obtained before contractor can proceed.

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$_____	X	100	= $_____
2.	6,000 BTU	$_____	X	100	= $_____
3.	8,000 BTU	$_____	X	50	= $_____
4.	10,000 BTU	$_____	X	10	= $_____
5.	12,000 BTU	$_____	X	50	= $_____
6.	15,000 BTU	$_____	X	75	= $_____
7.	18,000 BTU	$_____	X	5	= $_____

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ _____ **Grand Total $ _____**

EXHIBIT “E” con’t

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$_____	X	400	= $_____

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $_____	**Grand Total $ _____**

EXHIBIT “E” con’t

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7 **Section A Grand Total $ _____**

Disposal of Old Window AC Units/Heat Pumps
Item # 1 **Section B Grand Total $ _____**

Total Price **Section A-B Grand Total $ _____**
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ Date: _____

EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

CERTIFICATION

Proposer's and Company Name: Other Company Names or DBA's	
SSN or Employer's Federal ID Number	
Mailing Address:	
Telephone: E-mail:	
FAX:	

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all equipment will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as window air conditioning units are delivered or disposed of and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

EXHIBIT "F" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No:

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request by CHCSA.

_____	_ /	/ _____
Proposer's Name (please print)	Proposer's Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Market Volatility and Unit Price Adjustments:

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

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

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

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

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification

to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-00-00

THIS CONTRACT is made and entered into this **0th** day of **Month, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on Month 00, 2011 and end on Month 00, 2012 with the County's option to extend the contract for five (5) additional one (1) year terms.

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

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

6. Company shall ensure that no funds under this Company are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

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

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

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

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

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

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

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

If to Company:

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

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

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

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

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:

2. Pay any required fees or taxes; or

3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Repairs, Replacement and/or Retrofit of Central Heating and/or Cooling Systems"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

WITNESS our hands in duplicate originals this ____ day of_____, 2010.

By: _____

Ramon Garcia, Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COMPANY: .

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

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

By:_____

AI-26243 **12.H.**

BCAP Application for Payment No.3 Retainage Release and Certificate of Construction Completion - McKee No.1 Subdivision Precinct No.1

CC CONSENT

Date:	04/26/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval of Application for Payment No. 3 (Retainage Release) in the amount of $11,464.76 from H2O Construction Services, Inc. for McKee Subdivision as reviewed and submitted by project engineer TEDSI Infrastructure Group, Inc. (C-CAP 10-177-06-22).
2. Approval of Certificate of Construction Completion

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1312-431-00-121-896-0-731
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 646591 for H20 Construction Services in relation to McKee S/D.

Obj. 731 "Roads"- Amount available as of 4-19-11 $30,237.55; payment #2 in the amount of $27,079.63 is going to be paid on 4-28-11 (next check run) as per Katia Garcia, Grants Accountant.

Original Contract amount $117,805.55
Change Order #1 reduction ($3,157.92)
Revised Contract amount is $114,647.63

Retainage Release in the amount of $11,464.76 to be paid from Acct #1-1312-206-00-000-015-0-000 "Retainage Payable-H20 Cont-Pct. 1 McKee SD"

Funds available as of 4-19-11

Attachments

Link: Application for Payment No.3 Retainage Release McKee No.1 Subdivision

Link: Certificate of Construction Completion McKee No. Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/14/2011 11:31 AM	APRV
2	Purchasing Department	Marty Salazar	04/14/2011 11:35 AM	APRV
3	Budget & Management	Erika Zamora	04/15/2011 03:47 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/19/2011 02:18 PM	APRV
5	Auditor's Office		04/21/2011 05:23 PM	NEW

Form Started By: Marcie Jackson Started On: 04/13/2011 11:36 AM

Final Approval Date: 04/21/2011

AI-26243 04/26/11 C

APPLICATION FOR PAYMENT NO. 3-RETAINAGE RELEASE

To: HIDALGO COUNTY (OWNER)
From: H20 Construction Services Inc (CONTRACTOR)
Contract: C-CAP-10-177-06-22
Project: ROAD AND DRAINAGE CONSTRUCTION FOR MC KEE SUBDIVISIONS
Owner's Contract No. C-CAP-10-177-06-22 Engineer's Project No. _____
For Work accomplished through the date of: February 14,2011

1. Original Contract Price:	$117,805.55
2. Net change by Change Order and Written Agreements(+or-):	-$3,157.92
3. Current Contract Price (1 plus 2):	$114,647.63
4. Total completed and stored to date:	$114,647.63
5. Retainage (per Agreement):	
0% of completed Work: $0.00	
_____ of stored material _____	
Total Retainage:	$0.00
6. Total completed and stored to date less retainage (4 minus 5)	$114,647.63
7. Less previous Application for Payments:	$103,182.87
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$11,464.76

Accompanying Documentation:

APPLICATION FOR PAYMENT
ESTIMATE AND QUANTITY
SCHEDULE OF VALUES
TXDOT INSPECTION LETTER
PUNCHLIST
CERTIFICATE OF CONSTRUCTION COMPLETION
CONTRACTORS AFFIDAVIT OF RELEASE OF LIENS
CONTRACTORS AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

REQ# 182794 P.O.# 646591
1-1312-206-00-000-015-0-000→$11,464.76
MCKEE NO.1 SUBDIVISION

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 numbered 1 through 3-RETAINAGE RELEASE inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in 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 are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 3-28-2013

H20 Construction Services Inc
CONTRACTOR

By: _____
Rene Mares

State of TX
County of Cameron
Subscribed and sworn to before me this 28th day of March

_____
Notary Public
My Commission expires: 8/17/2013

LINDA ROBLES
NOTARY PUBLIC
State of Texas
Comm. Exp. 08/17/2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 04/06/2011

TEDSI Infrastructure Group Inc
ENGINEER

By: _____
Jose A .Sanchez, P.E.

INVOICE RECEIVED BY: _____ ON 4/7/11
GOODS/SERVICES RECEIVED BY: _____ ON 4/7/11

H20 Construction Services Inc	Contractor Name
09/18/2010	Starting Date
02/14/2011	Project Ending Date
10%	Retainage Percent

Application No:	**3-Retainage Release**
Application Date:	**03/24/2011**
Period To:	**02/14/2011**
Engineer Firm:	**TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3 Retainage Release	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-188-896	McKee	$117,805.55	$114,647.63	$87,568.00	$27,079.63	$11,464.76	$114,647.63	$0.00	$11,464.76	$103,182.87	$114,647.63	$11,464.76

Estimate Quantity Update Worksheet

Date: March 24, 2011

Colonia: McKee Subdivision
Roadway: Walter Wagers St
Control: 3C1080896
Project No: C-CAP-10-177-06-22
County: Hidalgo
Est. No: 3-Retainage Release

Work Type: Paving & Drainage
Limits: 1204'
From: 1204' west of FM 88
To: FM 88

Contractor: H20 Construction Services Inc
Contract Price: $117,805.55
Work Done this Mo.: $0.00
% Complete: 97.3%

Date Began: September 18, 2010
Contract Time (calendar days): 150
Time Charged: 150
% Time Used: 100.0%

Item	Description	Unit	Qty	Unit Price	Project Amount	3-RETAINAGE RELEASE		
						Monthly Qty	Qty to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	(905) ROADWAY							
0100	PREPARING ROW	STA	12.04	$500.00	$6,020.00		12.04	$0.00
0164	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	SY	3937	$0.15	$590.55		3937	$0.00
0168	VEGETATIVE WATERING	MG	197	$10.00	$1,970.00		67	$0.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3338	$4.00	$13,352.00		3338	$0.00
0251	REWORK BS MTL (TY D)(4")(DENS CONT)	SY	3338	$3.00	$10,014.00		3338	$0.00
0310	PRIME COAT (MC-30)	GAL	558	$4.00	$2,232.00		558	$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	2788	$8.00	$22,304.00		2555.76	$0.00
0500	MOBILIZATION	LS	1	$10,000.00	$10,000.00		1	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,300.00	$2,600.00		2	$0.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	2444	$2.00	$4,888.00		2444	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	11	$5.00	$55.00		11	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	270	$1.00	$270.00		270	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$1.00	$160.00		160	$0.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	26	$100.00	$2,600.00		26	$0.00
2500	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(8")	SY	3338	$1.00	$3,338.00		3338	$0.00
							SUBTOTAL	**$0.00**
	(906) DRAINAGE							
0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	80	$4.00	$320.00		80	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	80	$2.00	$160.00		80	$0.00
0530	DRIVEWAY (CONC)	SY	291	$36.00	$10,476.00		291	$0.00
0530	DRIVEWAY (ACP)	SY	849	$10.00	$8,490.00		849	$0.00
0556	8" ADS CORRUGATED PIPE	SY	80	$10.00	$800.00		80	$0.00
0556	15" ADS CORRUGATED PIPE	LF	830	$18.00	$14,940.00		830	$0.00
0760	CLEANING AND RESHAPING DITCHES	LF	2226	$1.00	$2,226.00		2226	$0.00
							SUBTOTAL	**$0.00**

Monthly Totals:	**$0.00**

Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	**$0.00**
Drainage (906)	**$0.00**

Total to Date
Roadway (905) $77,235.63
Drainage (906) $37,412.00
Total $114,647.63

Prepared and Checked By:
Signature: _____ **Date:** March 24, 2011
Printed Name: Jose A. Sanchez
TEDSI Infrastructure Group

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 1st DAY OF MARCH, 2011 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 06-22-2010
OWNER: HIDALGO COUNTY
CONSTRUCTION CONTRACTOR: H20 CONSTRUCTION SERVICE INC
OF THE CITY OF HARLINGEN STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF ROAD & DRAINAGE CONSTRUCTION FOR MCKEE SUBDIVISION

CONTRACT NO: C-CAP-10-177-06-22
Located in or near the City/Precinct of: Hidalgo County Pct 1

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: Vegetative Watering reduced to 67 MG, ACP final price reduced to 91.67% of original contract price as per Change Order 1

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$117,805.55
Present Amount of Contract	$114,647.63
Total Amount of earned to Date	$114,647.63
Less: previous payments	$103,182.87
Balance	$ 11,464.76
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 11,464.76

6. That the final payment in the amount of $11,464.76 is now due and payable.

Jose A. Sanchez, P.E.
Engineer's Signature

CONCURRED BY:

H20 Construction Services, Inc
Contractor's Name

By: _____

Title: V. President

CONCURRED BY:

_____
Hidalgo County Judge