

**AI-33750**

**2. A.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Virginia Rodriguez, SHERIFF  
DEPT.

Department: SHERIFF DEPT.

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**Information**

**CAPTION**

2012 - Sheriff's Office (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 1100-423-21-280-002-0-

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

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**Attachments**

LIT

**Form Review**

Form Started By: Virginia Rodriguez

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**DATE:** 8/27/2012  
**DEPARTMENT HEAD:** Guadalupe "Lupe" Trevino  
**DEPARTMENT NAME:** Hidalgo County Sheriff's Office  
**ACCOUNT NUMBER:** 2-1100-423-21-280-002-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-	604-MEDICAL AND LABORATORY SUPPLIES	2-1100-423-21-280-002-0-	748-OTHER EQUIPMENT	6,500.00
<b>TOTAL</b>				<b>\$6,500.00</b>

**REASON: FUNDS ARE NEEDED TO PURCHASE VITAL SIGNS MONITORS FOR JAIL INFIRMARY**

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

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

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
DATE

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

AI-33807

2012 Intradep.(line item) Transfers 2. B.

**CC CONSENT**

**Meeting Date:** 08/27/2012

**Submitted By:** Maria Del Rosario  
Gonzalez, SHERIFF  
DEPT.

**Department:** SHERIFF DEPT.

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**Information**

**CAPTION**

2012 - Sheriff's Office (1284)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1284-421-00-085-2-XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds are available as of 8/20/12.

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**Attachments**

Backup

LIT

**Form Review**

Form Started By: Maria Del Rosario Gonzalez

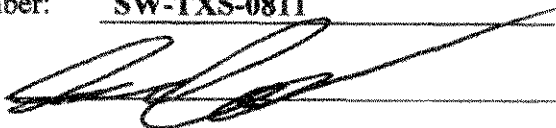
Started On: 08/24/2012

Final Approval Date: 08/24/2012

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT COST ESTIMATE**  
**MODIFICATION FORM**

Name of Strike Force/Strategic Initiative: HOUSTON/MCALLEN

OCDETF Investigation/Strategic Investigation Number: SW-TXS-0811

Strike Force Leader/AUSA Coordinator Approval: 

OCDETF Executive Office Budget Official Approval: \_\_\_\_\_

The following operational costs or expenses will be added or subtracted from the original Strike Force/Strategic Initiative agreement.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>ADD/(SUBTRACT)</u>
1.	<u>SEE ATTACHED</u>		
2.	_____		
3.	_____		
4.	_____		
5.	_____		
6.	_____		
7.	_____		
8.	_____		
9.	_____		
10.	_____		

## **Addendum A**

Exception to EFT Policy Justification:

The ATF McAllen District Office Strike Force Group is requesting the following items which will be used by the McAllen District Office Strike Force (FY 2012). This items will be purchased with funds left over from previous FY 2012 agreement.

### **TECHNICAL SURVEILLANCE EQUIPMENT**

1 Pelican 1700 Case \$177.73  
2 Pelican 1650 Case \$381.12  
1 Pelican 1510 LOC \$189.29  
1 Galls under carriage 8 inch inspection mirror \$89.99  
1 Telesteps 1600ET Elliptical Tactical Telescoping Ladder \$249.98  
7 Pelican 2360 LED Flashlight \$181.30

**TOTAL \$1,269.41**

### **COMPUTER EQUIPMENT**

1 ISOUND Portable Power Max (16000 mAh) \$70.23  
7 Apple Digital AV Adapter \$272.65  
7 Extreme Cables – HDMI 1.4 Cable \$55.23  
1 Hammerhead Leather Bluetooth Keyboard Case (Black) \$79.38

**TOTAL \$477.49**

**TOTAL AMOUNT BETWEEN BOTH CATEGORIES \$1,746.90**

**TOTAL AMOUNT OF FUNDS NOT USED \$1,852.24**

**NOTE: HIDALGO COUNTY SHERIFF'S OFFICE SHOULD BE ABLE TO PURCHASE SOME OF THESE ITEMS AT DISCOUNTED PRICES. HCSO WILL DETERMINE IF ENOUGH FUNDS ARE AVAILABLE ONCE QUOTES ARE OBTAINED. IF NEEDED, AT THE REQUEST OF ATF, THE HCSO WILL REMOVE SOME OF THE PELICAN FLASHLIGHTS TO ENSURE THAT FUNDING IS WITHIN ALLOTTED AMOUNT.**

DATE: August 20, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDEF/ATF

ACCOUNT NUMBER: 2-1284-421-00-280-085-2-XXX

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
2-1284-421-00-280-085-2	601 - Office and Computer sup.	2-1284-421-00-280-085-2-	619 - Other misc. supplies	30.00
2-1284-421-00-280-085-2	611 - Police supplies	2-1284-421-00-280-085-2-	619 - Other misc. supplies	28.91
2-1284-421-00-280-085-2	661 - Minor office furn. & equip.	2-1284-421-00-280-085-2-	619 - Other misc. supplies	77.84
2-1284-421-00-280-085-2	664 - Other minor equipment	2-1284-421-00-280-085-2-	619 - Other misc. supplies	600.00
2-1284-421-00-280-085-2	745 - Computer equipment	2-1284-421-00-280-085-2-	619 - Other misc. supplies	102.16
2-1284-421-00-280-085-2	748 - Other equipment	2-1284-421-00-280-085-2-	619 - Other misc. supplies	907.99
				\$1,746.90

REASON: For reallocation of remaining funds for purchase of additional equipment.

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

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

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

AI-33856

2. C.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Captain Rodolfo Espinoza

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

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Information

CAPTION

2012 - Sheriff's Federal Sharing - U.S. Department of Treasury (1228)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1228-421-00-280-006-0

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in Obj Code 442 as of 08/22/12 - \$3,600.00

Funds available in Obj Code 584 as of 08/22/12 - \$12,240.00

Funds available in Obj Code 748 as of 08/22/12 - \$62,590.44

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Attachments

LIT

Form Review

Form Started By: Rosie Hinojosa

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**DATE:** 8/22/2012  
**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino  
**DEPARTMENT NAME:** Sheriff's Federal Sharing - U.S. Dept. of Treasury  
**ACCOUNT NUMBER:** 2-1228-421-00-280-006-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1228-421-00-280-006-0-442	Rental of Equipment & Vehicles	→	2-1228-421-00-280-006-0-890	Other	900.00
2-1228-421-00-280-006-0-584	Registration Fees	→	2-1228-421-00-280-006-0-741	Vehicles	6,000.00
2-1228-421-00-280-006-0-748	Other Equipment	→	2-1228-421-00-280-006-0-741	Vehicles	6,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>\$12,900.00</b>

**TOTAL**                      **To increase line item for anticipated expenses.**

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

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

AI-33742

2. D.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &  
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1293-441-00-340-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

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Attachments

LIT

Form Review

Form Started By: Mike Escaname

Started On: 08/24/2012

Final Approval Date: 08/24/2012

Date: August 15, 2012  
Department Head: Eduardo Olivarez, Chief Administrative Officer  
Department Name: Hidalgo County Health & Human Services Department  
Account Number: 2-1293-441-00-340-005-0-  
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		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SR	2-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURN	\$3,100.00
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SR	2-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & EQUIP	\$4,600.00
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SR	2-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUN	\$ 5,000.00
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SR	2-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	\$ 1,000.00
			Amount	\$ 13,700.00

**Revenue Account**  
Amount Requested: \$ 13,700.00

Reason: Needed to cover anticipated expenditures.  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
APPROVED COMMISSIONER'S COURT                      DATE                      ATTEST COUNTY CLERK

**AI-33501**

**2. E.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Juan Martinez

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

Department: FIRE MARSHAL'S DEPT.

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**Information**

**CAPTION**

2012 - Fire Marshal (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 2-1100-422-10-300-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Funds available as of 08/22/2012.

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**Attachments**

LIT.8-14-12

**Form Review**

Form Started By: Yolanda Orozco

Started On: 08/24/2012

Final Approval Date: 08/24/2012



AI-33736

2. F.

CC CONSENT

Meeting Date: 08/27/2012

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

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Information

CAPTION

2012 - Adult Probation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-423-00-320-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08-24-12

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Attachments

budget transfer

Form Review

Form Started By: Diana Solis

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 15, 2012

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 2-1100-423-00-320-001-0-

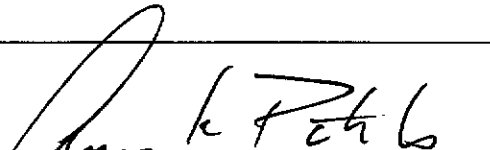
SUBJECT: **Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-00-320-001-0-601	Office & Computer Supplies	→	2-1100-423-00-320-001-0-619	Other Misc Supplies	834.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>\$834.00</b>

**REASON:** To purchase 6 partitions for the RR Program to divide the room for privacy while interviewing the defendants.

  
DEPARTMENT HEAD SIGNATURE

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

  /  /    
DATE

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

AI-33816

2012 Intradep.(line item) Transfers 2. G.

CC CONSENT

**Meeting Date:** 08/27/2012

**Submitted By:** Delma Silva, 206TH  
DISTRICT COURT

**Department:** 206TH DISTRICT COURT

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**Information**

**CAPTION**

2012 - 206th District Court (1100)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1100-412-00-004-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 08/24/2012.

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**Attachments**

**Budget Line Item Transfer**

**Form Review**

Form Started By: Delma Silva

Started On: 08/24/2012

Final Approval Date: 08/24/2012



AI-33842

2. H.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: DAMIAN CARRANZA

Submitted By: Angela Garcia, BUDGET &  
MANAGEMENT

Department: 332ND DISTRICT COURT

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Information

CAPTION

2012 - 332nd District Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-006-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08-24-12

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Attachments

LIT

Form Review

Form Started By: Angela Garcia

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST**

DATE: 08/22/12

DEPARTMENT HEAD: JUDGE MARIO RAMIREZ

DEPARTMENT NAME: 332ND DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-006-001-0-XXX

CONTACT PERSON: DAMIAN CARRANZA

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

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM</b>		<b>TO</b>		
<b>OBJECT CODE</b>	<b>OBJECT NAME</b>	<b>OBJECT CODE</b>	<b>OBJECT NAME</b>	<b>AMOUNT</b>
<b>431</b>	<b>R&amp;M SERV BUILDINGS</b>	<b>671</b>	<b>R&amp;M SUPPLIES BUILDINGS</b>	<b>300.00</b>
			<b>TOTAL</b>	<b>300.00</b>

REASON: PURCHASE PAINT

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DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-33768**

**2. I.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Stephanie Palacios, DISTRICT  
CLERK

Department: DISTRICT CLERK

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Information

CAPTION

2012 - District Clerk (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-090-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08-24-12

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Attachments

L.I.T. 8.28.12

Form Review

Form Started By: Stephanie Palacios

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**DATE:** August 15, 2012

**ELECTED OFFICIAL** Laura Hinojosa

**DEPARTMENT NAME:** District Clerk

**ACCOUNT NUMBER:** 2-1100-412-00-090-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

<b>FROM OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>TO OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
336	Computer Services	747	Software	\$2,898.37
745	Computer Equipment	747	Software	\$3,555.76
745	Computer Equipment	665	Minor Computer Equipment	\$2,219.30
745	Computer Equipment	601	Office & Computer Supplies	\$1,480.15
<b>TOTAL</b>				<b>\$10,153.58</b>

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

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

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

\_\_\_\_\_  
**DATE**

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

**AI-33686**

**2. J.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Naomi DeSmith

Submitted By: Sylvia Solis, BUDGET &  
MANAGEMENT

Department: COUNTY COURT #7

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**Information**

**CAPTION**

2012 - CCL #7 (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-027-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Funds available as of 08/23/12.

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**Attachments**

LIT

**Form Review**

Form Started By: Sylvia Solis

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 10, 2012

2012  
Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #7

ACCOUNT NUMBER: 2-1100-412-00-027-001-0-XXX

Contact Person: Sylvia V. Solis

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	583	OUT OF COUNTY TRAVEL	1,500.00
TOTAL				1,500.00

REASON: Intradepartmental Transfer to fund out of county travel expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-33892**

**2. K.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Esther Cantu, 398TH DISTRICT  
COURT

Department: 398TH DISTRICT COURT

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Information

CAPTION

2012 - 398th District Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-009-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08-24-12

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Attachments

line item 583

Form Review

Form Started By: Esther Cantu

Started On: 08/24/2012

Final Approval Date: 08/24/2012

August 24, 2012

DEPARTMENT HEAD:

Aida Salinas Flores

DEPARTMENT NAME:

398th District Court

ACCOUNT NUMBER:

2-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO			
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2 1100-412-00-009-001-0-743	OFFICE FURNITURE		2-1100-412-00-009-001-0-583	TRAVEL OUT OF COUNTY	\$ 1,000.00
2-1100-412-00-009-001-0-745	COMPUTER EQUIPT		2-1100-412-00-009-001-0583	TRAVEL OUT OF COUNTY	\$ 2,500.00
		→			
		→			
		→			
		→			
<b>TOTAL</b>					<b>3500</b>

REASON:

ADDITIONAL MONIES NEEDED

DEPARTMENT HEAD SIGNATURE

August 24, 2012

Date

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED:

1/25/2007

**AI-33882**

**2. L.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Yolanda Chapa

Submitted By: SANDRA DELEON, COUNTY  
JUDGE

Department: COUNTY JUDGE

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**Information**

**CAPTION**

2012 - County Judge (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 2-1100-413-00-110-006-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Available account balance as of 08-24-12

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**Attachments**

lit

**Form Review**

Form Started By: SANDRA DELEON

Started On: 08/24/2012

Final Approval Date: 08/24/2012



AI-33823

2. M.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Judge Jessie Contreras

Submitted By: Teresa Navarro, 449TH DISTRICT COURT

Department: 449TH DISTRICT COURT

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Information

CAPTION

2012 - 449th District Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-011-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 08/24/2012.

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Attachments

Line Item Transfer

Form Review

Form Started By: Teresa Navarro

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** August 21, 2012

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Dept. of Budget & Management for 449th District Court

**ACCOUNT NUMBER:** 2-1100-412-00-011-001-0-XXX

**SUBJECT:** Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
611	Police Supplies	601	Office & Computer Supplies	\$ 200.00
630	Food	601	Office & Computer Supplies	1,500.00
745	Computer Equipment	601	Office & Computer Supplies	799.72
810	Dues & Memberships	601	Office & Computer Supplies	500.00
<b>TOTAL</b>			<b>\$</b>	<b>2,999.72</b>

**REASON:** Transfer is needed to fund office supplies for 449th District Court.

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

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

\_ / \_ / \_  
**DATE**

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

AI-33677

2. N.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Judge Jesse Contreras

Submitted By: Veronica Ortiz, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

2012 - 449th Distict Court (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-412-00-011-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available account balance as of 08-22-12

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Attachments

Line Item Transfer

Form Review

Form Started By: Veronica Ortiz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**DATE:** August 10, 2012

**2012**  
Transfer

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management - for 449th District Court

**ACCOUNT NUMBER:** 2-1100-412-00-011-001-0-XXX

**Contact Person:** Veronica Ortiz

**Ph#:** (956) 292-7025

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

<b>FROM</b> OBJECT CODE	OBJECT DESCRIPTION	<b>TO</b> OBJECT CODE	OBJECT DESCRIPTION	<b>AMOUNT</b>
607	Household and Janitorial Supplies	583	Travel out of County	\$1,000.00
442	Equipment & Vehicle Rentals	583	Travel out of County	\$3,000.00
			<b>TOTAL</b>	<b>\$4,000.00</b>

**REASON:**  
Funds needed to cover travel expenses.

\_\_\_\_\_  
Approved by

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

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

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

**AI-33817**

**2. O.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Marcie Jackson, COLONIA  
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

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Information

CAPTION

2012 - Countywide Mechanic Shop (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1200-431-00-122-004-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 08/24/2012.

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Attachments

LIT

Form Review

Form Started By: Marcie Jackson

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 20, 2012

2012  
Transfer



DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: County Wide Shop  
County Wide Shop - (1200)

ACCOUNT NUMBER: 2-1200-431-00-122-004-0-890

AI-33817 08/28/12

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	CW MECH SHOP-OTHER	672	CW MECH SHOP-EQ&VEH R&M SUPPLIES	\$5,000.00
890	CW MECH SHOP-OTHER	679	CW MECH SHOP-OTHER R&M SUPPLIES	\$2,000.00
<b>TOTAL</b>				<b>\$7,000.00</b>

REASON:  
Transfer is needed for future shop expenses.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-33839**

**2. P.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Jorge Flores, COMM. PCT. #1

Department: COMM. PCT. #1

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Information

CAPTION

2012 - Pct.1 R&B (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-121-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08-24-12

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Attachments

2012- Pct.1 (1200) R&B.

Form Review

Form Started By: Jorge Flores

Started On: 08/24/2012

Final Approval Date: 08/24/2012



AI-33874

2. Q.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

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Information

CAPTION

2012 – Pct#2 R&B (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available \$656.88 as of 8/24/12

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Attachments

LIT

Form Review

Form Started By: Katia Garcia

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 22, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2 ADMINISTRATION

ACCOUNT NUMBER: 2-1200-431-00-122-005-0-XXX

Contact Person: Katia Garcia

Ph#: (956) 787-1891 Ext. 2027

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



**2012**

Transfer

AI-33874

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	661	MINOR OFFICE FURNITURE & EQUIP.	\$650.00
<b>TOTAL</b>				<b>\$650.00</b>

REASON:  
Transfer needed for purchase of minor office furniture.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-33661**

**2. R.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

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**Information**

**CAPTION**

2012 - Pct.2 SJ CRC (1100)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2012

ACCT. #: 2-1100-466-00-122-018-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available in the amount of \$1,006.94 as of 8/9/2012

From 442 ----> 780 \$500.00

\* Req. #220852

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**Attachments**

**LIT**

**Form Review**

Form Started By: Yolanda Cisneros

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 9, 2012

2012

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

AI-33661



DEPARTMENT NAME: Hidalgo County Precinct No. 2  
San Juan CRC Department

ACCOUNT NUMBER: 2-1100-466-00-122-018-0-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
442	EQUIPMENT & VEHICLE RENTALS	780	CAPITAL LEASES	\$500.00
<b>TOTAL</b>				<b>\$500.00</b>

REASON: Transfer needed for funding of a new copier for the center. REFER TO AI-33663 BY PURCHASING

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33714

2. S.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

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Information

CAPTION

2012 - Pct #3 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 08/23/2012.

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Attachments

revised

Form Review

Form Started By: Norma Ceballos

Started On: 08/24/2012

Final Approval Date: 08/24/2012

## INTRADEPARTMENTAL TRANSFER

DATE: August 14, 2012

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1100-432-00-123-001-0-XXX- Sanitation

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
626	Gasoline/Diesel	672	Equip & Veh R&M Supplies	\$ 5,000.00
343	Laundry & Dry Cleaning	631	Bottled Water	\$ 300.00
<b>TOTAL</b>				<b>\$ 5,300.00</b>

REASON: Expected expenses

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DEPARTMENT HEAD SIGNATURE

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

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

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

**AI-33701**

**2. T.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2012 - Pct. #4 CO2010A&B - New Shop (1342)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-124-075-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 08/23/2012.

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Attachments

Line Item Transfer

Form Review

Form Started By: Jr. Munoz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**DATE:** 08/14/12 **AI#** 33701  
**DEPARTMENT HEAD:** Commissioner Joseph Palacios  
**DEPARTMENT NAME:** Hidalgo County Pct. #4  
**ACCOUNT NUMBER:** 2-1342-431-00-124-075-0-XXX - CO 2010 A&B New Shop  
**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
720	Buildings	739	Other Structures

TOTAL

**REASON:** To cover reclassification of object codes for P.O. 666986 in order to properly classify expend

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DEPARTMENT HEAD SIGNATURE

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APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNCIL

cal

AMOUNT
<b>466.66</b>
<b>466.66</b>

litures.

NTY CLERK

**AI-33702**

**2. U.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2012 - Pct. #4 CO2010A&B - New Admn#2 (1342)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-124-078-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 08-24-12

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Attachments

LIT

Form Review

Form Started By: Jr. Munoz

Started On: 08/24/2012

Final Approval Date: 08/24/2012



AI-33806

2. V.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Comm. Joseph Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2012- Precinct #4 (1100)

BACKGROUND

Pct 4 Parks

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-452-00-124-009-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 08/22/2012.

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Attachments

Line Item Transfer

Form Review

Form Started By: Veronica Lopez

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 20, 2012

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4- Parks

ACCOUNT NUMBER: 2-1100-452-00-124-009--XXX

Contact Person: Veronica Lopez

Ph#: (956) 383-3112 Ext. 4019

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

**2012**  
Intrdepartmental Transfer

**AI- 33806**



Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intrdepartmental 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
720	Pct 4 Parks- Buildings	739	Pct 4 Parks- Other Structures	\$4,571.87
890	Pct 4 Parks- Other	739	Pct 4 Parks- Other Structures	\$3,458.13
<b>TOTAL</b>				<b>\$8,030.00</b>

REASON:  
Transfer needed to fund (3) flag poles at Ponce Park.

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

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
DATE

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

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

AI-33801

2. W.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Commissioner Joseph Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2012 - Precinct #4 (1200)

BACKGROUND

Pct 4 Rd. Maint.

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

890 --> 439

890 --> 532

890 --> 540

890 --> 601

890 --> 613

890 --> 619

890 --> 622

890 --> 672

890 --> 673

890 --> 679

890 --> 719

890 --> 731

890 --> 743

Available balance as of 08/20/12

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Attachments

Line Item Transfer

Form Review

Form Started By: Veronica Lopez

Started On: 08/24/2012

Final Approval Date: 08/24/2012



**AI-33879**

**3. A.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Safety Division (1100)

Submitted By: Dale Kennan, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

Approval of 2012 interdepartmental transfer from County Wide Administration to Safety Division in the amount of \$9,500.00 to fund needed computer purchases for department. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-41X-X0-1X5-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 2-1100-415-00-115-002-0-899 to 2-1100-419-50-125-003-0-665 in the amount of \$9,500.00 to fund the purchase of new computers for the department.

Funding is available as of 8/24/12.

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Attachments

2012 Inter for Safety Division (1100)

Form Review

Form Started By: Dale Kennan

Started On: 08/24/2012

Final Approval Date: 08/24/2012



# HIDALGO COUNTY

Department Of Budget & Management

## INTERDEPARTMENTAL TRANSFER FORM

**DATE:** Monday, August 27, 2012

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Dept. of Budget & Management for the Hidalgo County Safety Division (1100)

**ACCOUNT NUMBER:** 2-1100-41X-X0-1X5-00X-0-XXX

**CONTACT PERSON:** Rey Salazar

**PHONE:** \_\_\_\_\_

**PREPARED BY:** Dale Kennan

**REVIEWED BY:** \_\_\_\_\_

Initial and Date

**SUBJECT:** Interdepartmental Transfer/s

Hidalgo County Auditor's Office:

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

Account Number	Account Name	Increase/(Decrease)	Amount
FROM:			
2-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY		(9,500.00)
TO:			
2-1100-419-50-125-003-0-665	SAFETY-MINOR COMPUTER EQUIPMENT		9,500.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>			<b>\$ -</b>

**REASON:**

Transfer from CO WIDE ADM-CONTINGENCY into SAFETY-MINOR COMPUTER EQUIPMENT in the total amount of \$9500 to fund the purchase of computer equipment.

\_\_\_\_\_  
AUTHORIZED SIGNATURE/DBM

\_\_\_\_\_  
DATE

**AI-33888**

**3. B.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Rolando Garcia, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

CO2010 A&B (1342):

Approval of 2012 interdepartmental transfer within CO2010 A&B from program (044) to program (048) in the total amount of \$99,247.00

BACKGROUND

Modular Building - District Clerk Office Space  
Reference AI-33863

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1342-419-40-220-044-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 08/24/12.

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Attachments

Interdept Transfer

Form Review

Form Started By: Rolando Garcia

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**DATE:** August 24, 2012

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget and Management for:  
Precinct No.2 CO2010 A&B 1342

**ACCOUNT NUMBER:** 2-1342-419-40-220-04X-0-720



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

**Contact:** Rolando Garcia Jr.  
**Ph#:** 956-292-7025 x.5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1342-419-40-220-044-0-720	BUILDINGS	(99,247.00)
TO		
2-1342-419-40-220-048-0-720	BUILDINGS	99,247.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>-</b>

**REASON:**  
**Transfer needed in relation to the purchase of modular buildings for AI-33863 District Clerk's Office Space**

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

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
**DATE**

AI-33712

3. C.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Pct. 1 Drain. Improv.

Submitted By: Ivan Cantu, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

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Information

CAPTION

Pct. #1 CO's 2010 A & B (1342):

Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of \$18,850.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of July 2012 (PP #14-15).

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-121-0XX-0-73X

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #041 --> 087 & 092 in the amount of \$18,850.00 to fund the Pct. 1 Drainage Improv. labor reimbursements for the month of July 2012 (PP #14-15).

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Attachments

Interdept Trsf

Form Review

Form Started By: Ivan Cantu

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 28, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1  
Drainage Improvement

ACCOUNT NUMBER: 2-1342-431-00-121-0XX-0-73X

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

**2012**

Interdepartmental Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM:</b>			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(18,580.30)
2-1342-431-00-121-041-0- 739	CO 2010 A & B-Pct. 1 Roads-	Other Structures	(70.00)
2-1342-431-00-121-041-0- 742	CO 2010 A & B-Pct. 1 Roads-	Heavy Equipment	(199.70)
<b>TO:</b>			
2-1342-431-00-121-087-0- 733	CO 2010 A & B-Pct. 1-Bar Ditches-	Drainage Ditches	10,600.00
2-1342-431-00-121-092-0- 733	CO 2010 A & B-Pct. 1-HCCID #9 Channels-	Drainage Ditches	8,250.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>			-

REASON: To fund the Pct. 1 Drainage Improvement labor reimbursements for the month of July 2012 (PP #14-15).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST, COUNTY CLERK

AI-33762

3. D.

CC CONSENT

Meeting Date: 08/27/2012

Submitted By: Marcie Jackson, COLONIA  
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

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Information

CAPTION

Pct. #1 BCAP (1312):

Approval of 2012 interdepartmental transfer from Pct. 3 Munoz Estates, program no. 488, to Pct. 1 Mid-Valley Estates, program no. 461 in the total amount of \$800.00 to fund drainage improvement expenditures.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-12X-4XX-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #488 --> program #461; funds available as of 8-16-12.

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Attachments

Pct. 1 Mid-Valley Estates transfer

Form Review

Form Started By: Marcie Jackson

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 28, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

**2012**

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

AI-33762 8/28/12

ACCOUNT NUMBER: 2-1312-431-00-123-488-0-733

CONTACT PERSON: Marcie Jackson PHONE: (956) 787-1891 Ext. 2010

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	
<b>FROM:</b>			
2-1312-431-00-123-488-0-	733	Munoz Estates-	Drainage Ditches
2-1312-334-30-123-488-0-	000	Pct. 3 BCAP II-Munoz Estates-	Revenue
<b>TO:</b>			
2-1312-431-00-121-461-0-	733	Mid-Valley Estates-	Drainage Ditches
2-1312-334-30-121-461-0-	000	Pct. 1 BCAP III-Mid Valley Est	Revenue

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE



<b>AMOUNT</b>	
	(800.00)
	(800.00)
	800.00
	800.00
	-

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ATTEST, COUNTY CLERK

AI-33737

3. E.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Marcie Jackson, COLONIA  
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

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Information

CAPTION

Pct. #2 BCAP (1312):

Approval of 2012 interdepartmental transfer from BCAP Aldamas Subdivision 1 & 2, program no. 937, to BCAP Pentecostal Subdivision, program no. 557 in the total amount of \$3,800.00.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1312-431-00-122-937-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

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Attachments

revised

Form Review

Form Started By: Marcie Jackson

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 15, 2012

DEPARTMENT HEAD: Agapito Vargas Jr.

**2012**

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Border Colonia Access Program

AI-33737      8/28/12

ACCOUNT NUMBER: 2-1312-431-00-122-937-0-733

CONTACT PERSON: Marcie Jackson      PHONE: (956) 787-1891 Ext. 2010

**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	
<b>FROM:</b>		
2-1312-431-00-122-937-0- 733	ALDAMAS SUBDIVISION 1 & 2	DRAINAGE DITCHES
2-1312-334-30-122-937-0- 000	PCT.2 BCAP III-ALDAMAS SUBD 1 & 2	REVENUE
<b>TO:</b>		
2-1312-431-00-122-557-1- 733	PENTECOSTAL SUBDIVISION	DRAINAGE DITCHES
2-1312-334-30-122-557-1- 000	PCT.2 BCAP III-PENTECOSTAL	REVENUE

**TOTAL BUDGET INCREASE (DECREASE)**

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE



AMOUNT
(3,800.00)
(3,800.00)
3,800.00
3,800.00
-

ATTEST, COUNTY CLERK

AI-33705

3. F.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Pct #4

Submitted By: Manuel Chapa, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

---

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):

Approval of 2012 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - \$4,509.68), and to North Branch Drain (program 049 - \$7,486.98) in the total amount of \$11,996.66 to fund July 2012 Drainage - Labor (PP#14&15) & Fuel Reimbursements.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 8-13-12

2-1342-431-00-124-036-0-890 --> 2-1342-431-00-124-0XX-0-733 \$11,996.66

To fund July 2012 Drainage Labor & Fuel reimbursements.

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Attachments

interdept transfer 1342

Form Review

Form Started By: Manuel Chapa

Started On: 08/24/2012

Final Approval Date: 08/24/2012



**AI-33803**

**3. G.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Commissioner Joseph Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

Pct 4 Rd Maint (1200):

Approval of 2012 interdepartmental transfer from Pct 4 Rd Maint (program 007) to Pct 4 Adm (program 005) in the amount of \$13,992.91.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-007-0-890

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 08/20/12

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Attachments

revised

Form Review

Form Started By: Veronica Lopez

Started On: 08/24/2012

Final Approval Date: 08/24/2012

DATE: August 27, 2012

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

ACCOUNT NUMBER: 2-1200-431-00-124-00X-0-XXX

**2012**

Transfer  
AI- 33803



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

Contact: Veronica Lopez  
Ph#: 956-383-3112 Ext. 4019

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
<b>From:</b>		
2-1200-431-00-124-007-0-890	PCT4 Rd Maint- Other	<b>\$13,992.91</b>
<b>To:</b>		
2-1200-431-00-124-005-0-550	Printing & Binding	\$200.00
2-1200-431-00-124-005-0-583	Travel Out of County	\$2,000.00
2-1200-431-00-124-005-0-584	Registration Fees	\$2,000.00
2-1200-431-00-124-005-0-601	Office & Computer Suppl	\$5,000.00
2-1200-431-00-124-005-0-622	Electricity	\$3,000.00
2-1200-431-00-124-005-0-745	Computer Equipment	\$1,290.00
2-1200-431-00-124-005-0-671	Other R&M Supplies	\$102.91
2-1200-431-00-124-005-0-412	Cable/Satellite TV	\$400.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$0.00</b>

**REASON:**  
Transfer needed to cover several Pct 4 expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

**AI-33850**

**4. A.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

---

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

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Attachments

Pct 1 Cert Plat & Utility Status 08-28-12

Pct 1 Water Service Availability 08-28-12

Pct 2 & 4 Cert Plat & Utility Status 08-28-12

Pct 3 Water Service Availability 08-28-12

Form Review

Form Started By: Irma Castillo

Started On: 08/24/2012

Final Approval Date: 08/24/2012





# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 3 4

Application No: 1-7769

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Arturo Cornejo

Address: 3807 Campacuas Dr.  
Mercedes, Tx 78570

Phone: 956-332-4953

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>  /  /  </u>	<u>  /  /  </u>

Water Supplier: North Blamo Water Corp.

Utility Provider:  M.V.E.C.  AEP

Account/ESI No.: N/A  
 Temporary Pole  Permanent Service

regarding the land described as: San Jacinto Est. #5 lot #24

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared; (Date approved 6/22/09);
- Yes A plat has been reviewed and approved by the Commissioners Court; (verified by [Signature]);
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [Signature]);
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [Signature]);
- Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [Signature]);
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

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956-205-7045  
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-7769

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Arturo Cornejo  
Address: 3807 Campocuas Dr.  
Mercedes, Tx. 78570  
Phone: 956-332-4953

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

San Jacinto Est. #5 lot #24

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider  
 Owner of lot in subdivision  
 Resident of lot in a subdivision  
 Entity that provides utility service

Arturo Cornejo  
Requesting Party (Signature)

8-17-2012  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed  
 Executory Contract  
 Lease  
 Rent Receipt  
 Affidavit  
 Other (describe) permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/22/12  
Date

[Signature]  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:  
1-7769  
Mar. 7, 2011

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

S0669-05-000-0024-00

[ 1 ] OWNER: CORNEJO, ARTURO  
  
3807 INDIAN HILLS  
MERCEDDES TX, 78570  
Telephone No. 332-4952

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
SAN JACINTO EST. #5 LOT #24

LOCATION: 0 MILE 13 1/2 & FM 1015

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
25-RESIDENTIAL NEW SINGLE DWELLING

[ 10 ] EST. COST OF CONST.: \$7,000

[ 5 ] SIZE OF STRUCTURE: 1,050 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES  
~~NO~~

[ 6 ] USE OF BUILDING: RES ZONE X

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL OCUNTYSETBACKS & REGULATIONS.  
FORONT 25' REAR 35' SIDE'S 6' FINIHS FLOOR OF ELEV  
18" ABOVE CENTERLINE OF STREET.

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER 30  
TOTAL AMOUNT . . . . . \$30.00

Angichauz 3/7/2011  
Prepared by Date

Light [X] Water [X]

Arion Hernandez 3/2/2011  
Approved by Date

Flood Zone: NO 0450C Pct: 1  
Panel No. /Suffix:

Community No.: 470321

Certification of Elevation  
Required: NO YES NO BFE

[Signature] 3/7/11  
Signature of Owner or Applicant Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

# DEED OF TRUST

Date: February 15, 2011

Grantor: Arturo Cornejo and Daisey Cornejo  
Grantor's Mailing Address (including county):  
3807 Campapuas Dr.  
Mercedes, Texas 78570  
Hidalgo County, Texas

Trustee: Robert Geissler  
Trustee's Mailing Address (including county):  
323 Nolana  
McAllen, Texas 78504  
Hidalgo County, Texas

Beneficiary: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company  
Beneficiary's Mailing Address:

900 S. Stewart Rd., Suite 12  
Mission, Texas 78572

Note:

Date: February 15, 2011  
Amount: Thirty-Four Thousand and 0/100 Dollars (\$34,000.00)  
Maker: Arturo Cornejo and Daisey Cornejo  
Payee: San Jacinto Enterprises, L.L.C., a Texas Limited Liability Company

Property (including any improvements):

Lot(s) 24, San Jacinto Estates No. 5, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 26, 2008, payable to the order of Jean Stokes, individually and as Independent Executrix and Trustee of the Jack H. Stokes Family Trust under the Last Will and Testament of Jack H. Stokes, Deceased which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2008-1932614;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of San Jacinto Estates No. 5, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2012515; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee In trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

**1. Payment.** Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may

connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

When the text requires, singular nouns and pronouns include the plural.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

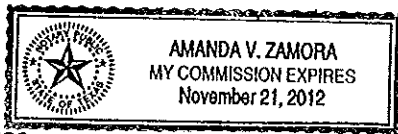
Arturo Cornejo  
Arturo Cornejo

Daisy Cornejo  
Daisy Cornejo

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 16 day of February, 2011, by Arturo Cornejo .

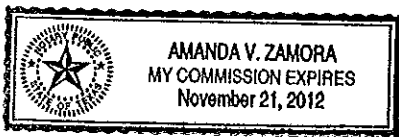


Amanda V. Zamora  
Notary Public, State of Texas

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 15 day of February, 2011, by Daisy Cornejo .



Amanda V. Zamora  
Notary Public, State of Texas





# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
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956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: R192900

### HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: SAN JUANA GARCIA  
LECHUGA

Address: 428 W. Roosevelt Rd.  
Donna, Tx 78537

Phone: (956) 246-9884

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Authorized Signature	Authorized Signature	Authorized Signature
Inspection/Permit No:	_____	_____
Date Approved:	<u> / /</u>	<u> / /</u>

Water Supplier: NAWSC

Utility Provider:  M.V.E.C.  AEP

Account/ESI No.: N/A  
 Temporary Pole  Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Hill Halbert lot # 104 Tract # 2

*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on \_\_\_\_\_, 20 \_\_\_\_, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

~~The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.~~

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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956-973-7850

Precinct No. 3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: B192900

**AFFIDAVIT  
TO APPLY TO THE COUNTY OF HIDALGO  
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY  
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS     §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, on this day personally appeared

San Juana Garcia

Known to me [or proved to me in the oath of TX 11844297 or through  
(description of federal or state government ID card with photograph and signature)],  
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Hill Halbert Bk# 104 Tract II."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

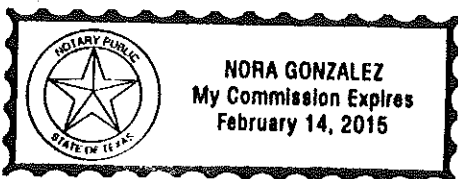
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

San Juana Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on August 15, 2012, to certify which, witnesses my hand and seal of office.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

Handwritten initials "JGD" in the top right corner.

VOL 1830 PAGE 984

10934

DEED

WARRANTY DEED (LONG FORM)

THE STATE OF TEXAS
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That WE, LAMBERTO GARCIA and wife, MARIA G. GARCIA

of the County of HIDALGO and State of TEXAS for and in
consideration of the ~~same~~ love and affection which we bear for our daughter

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which
is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

SAN JUANA GARCIA LECHUGA
Rt. 1, Box 257
Donna, Texas 78537

of the County of Hidalgo and State of Texas, all of
the following described real property in Hidalgo County, Texas, to-wit:

TRACT I. A tract of land out of Lot 104, Hill-Halbert Tract, Hidalgo County, Texas, said tract being more particularly described by metes and bounds as follows:
COMMENCING at the Southwest corner of Lot 104;
THENCE, with the South line of Lot 104, East a distance of 560.0 feet to a point;
THENCE, North 295.6 feet to a point for the Southwest corner of this tract and its POINT OF BEGINNING;
THENCE, North a distance of 50.0 feet to a point for the Northwest corner of this tract;
THENCE, East a distance of 100.0 feet to a point for the Northeast corner of this tract;
THENCE, South a distance of 50.0 feet to a point for the Southeast corner of this tract;
THENCE, West a distance of 100.0 feet to the POINT OF BEGINNING.
SAVE AND EXCEPT, Grantors hereby reserve an easement for ingress and egress over and across the East 20.0 feet of the property hereby conveyed.

TRACT II: A non-exclusive easement for ingress and egress over and across a portion of Lot 104, Hill-Halbert Tract, Hidalgo County, Texas, which easement is more particularly described as follows:

BEGINNING at a point on the South line of Lot 104, which point is located 560.0 feet East of the Southwest corner of Lot 104, for the Southwest corner of this easement;  
THENCE, North a distance of 295.6 feet to a point for the Northwest corner of this easement;

THENCE, East a distance of 20.0 feet to a point for the Northeast corner of this easement;  
THENCE, South 295.6 feet to a point on the South line of Lot 104 for the Southeast corner of this easement;

THENCE, with the South line of Lot 104, West a distance of 20.0 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

RECORDED  
MARCH 22 1983  
COUNTY OF HIDALGO  
TEXAS

EXECUTED this 22nd day of March, A. D. 19 83

LAMBERTO GARCIA *Lamberto Garcia*  
MARIA G. GARCIA *Maria G. Garcia*

Mailing address of each grantee:

Name: San Juana Garica Lechuga  
Address: Rt. 1, Box 257  
Donna, Texas 78537

Name:  
Address:

(Acknowledgment)

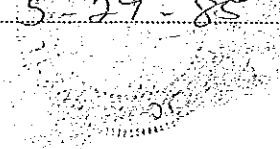
STATE OF TEXAS }  
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 22nd day of March, 19 83, by LAMBERTO GARCIA and wife, MARIA G. GARCIA.

My commission expires:

5-29-85

*[Signature]*  
Notary Public, State of Texas  
Notary's printed name: SUZANNE R. SCOTT



Hidalgo CAD

Property Search Results > 192900 LECHUGA SAN JUANA GARCIA for Year 2012

Property

Account

Property ID: 192900 Legal Description: HILL HALBERT E100'-W660'-N50'-S345.6' LOT 104 0.11AC NET  
 Geographic ID: H3475-00-104-0000-07 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

Location

Address: ROOSEVELT RD TX Mapsco:  
 Neighborhood: HILL HALBERT Map ID:  
 Neighborhood CD: H347500

Owner

Name: LECHUGA SAN JUANA GARCIA Owner ID: 126448  
 Mailing Address: 428 W ROOSEVELT RD % Ownership: 100.000000000000%  
 DONNA, TX 78537-5326  
 Exemptions: HS

Values

(+) Improvement Homesite Value:	+	\$13,747	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$7,128	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$20,875	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$20,875	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$20,875	

Taxing Jurisdiction

Owner: LECHUGA SAN JUANA GARCIA  
 % Ownership: 100.000000000000%  
 Total Value: \$20,875

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$20,875	\$20,875	\$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	\$20,875	\$20,875	\$15.30
FD3	EMS DIST #03	0.010000	\$20,875	\$20,875	\$2.09
GHD	HIDALGO COUNTY	0.590000	\$20,875	\$20,875	\$123.16
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$20,875	\$20,875	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150700	\$20,875	\$20,875	\$31.46
R07	ROAD DIST 07	0.000000	\$20,875	\$20,875	\$0.00
SDN	DONNA ISD	1.258200	\$20,875	\$5,875	\$73.92
SST	SOUTH TEXAS SCHOOL	0.049200	\$20,875	\$20,875	\$10.27
W01	DONNA WATER DIST #1	0.210000	\$20,875	\$20,875	\$43.84
Total Tax Rate:		2.341400			

Taxes w/Current Exemptions: \$300.04  
 Taxes w/o Exemptions: \$488.77

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1344.0 sqft Value: \$13,747

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CBKLV	DCBK	1982	1344.0

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.1100	4791.60	0.00	0.00	\$7,128	\$0

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A	N/A	N/A	N/A	N/A
2012	\$13,747	\$7,128	0	20,875	\$0	\$20,875
2011	\$14,022	\$7,128	0	21,150	\$0	\$21,150
2010	\$15,885	\$4,760	0	20,645	\$0	\$20,645
2009	\$16,191	\$4,760	0	20,951	\$0	\$20,951
2008	\$17,718	\$4,760	0	22,478	\$0	\$22,478
2007	\$20,416	\$2,808	0	23,224	\$0	\$23,224
2006	\$19,759	\$2,808	0	22,567	\$0	\$22,567
2005	\$13,848	\$2,808	0	16,656	\$0	\$16,656
2004	\$13,406	\$2,808	0	16,214	\$1,052	\$15,162
2003	\$11,453	\$2,331	0	13,784	\$0	\$13,784

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		CONV	CONVERSION	Unknown	LECHUGA SAN,	1830	984	

**Tax Due**

Property Tax Information as of 08/15/2012

Amount Due if Paid on:  -

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (956) 381-8466**

Website version: 1.2.2.2

Database last updated on: 8/15/2012 8:23 AM

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Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

www.mataseptic@yahoo.com

OFFICE:682-7875 & CELL:778-7231

AUGUST 15, 2012

RE: INSPECTION OF AN EXISTING ON-SITE SEWERAGE  
FACILITY

LOCATED AT : 428 W. ROOSEVELT RD.  
DONNA, TX. 78537  
(956) 246-9884

PROPERTY OWNER: SAN JUANA GARCIA

LEGAL DESCRIPTION OF PROPERTY : HILL-HALBERT SUBD. LOT#104 TRACT II  
THE ON-SITE SEWERAGE FACILITY LOCATED AT THE ABOVE REFERENCE LOCATION WAS  
WORKING PROPERLY AT THE TIME OF INSPECTION.

THE FACILITY CAN BE EXPECTED TO WORK PROPERLY WITH PROPER USE AND  
MAINTENANCE.

SEPTIC TANK INFO:


NUMBER OF TANKS: 1-500 GAL TANK

DISPOSAL SYSTEM INFO:

TYPE OF DISPOSAL: ABSORTION DRAINFIELD  
SIZE OF DISPOSAL AREA: 500'SQ. FT. (100'DRAINFIELD)

I CERTIFY THAT THE FINDINGS OF THIS INSPECTION ARE AT THE BEST OF MY FIELD  
OBSERVATIONS AND ARE ACCURATE TO THE BEST OF MY ABILITY.

RESPECTFULLY,

 ISAAC MATA  
SITE EVALUATOR  
LIC #OS0011121

ISAAC MATA  
PROFESSIONAL INSTALLER II # OS4378  
PROFESSIONAL SITE-EVALUATOR # OS0011121



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: R192899

### HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: LAMBERTO GARCIA Jr.

Address: 424 W. Roosevelt Rd.  
Donna, Tx. 78537

Phone: (956) 472-5141

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Authorized Signature	Authorized Signature	Authorized Signature
Inspection/Permit No: _____	_____	_____
Date Approved: _____	<u>1 1</u>	<u>1 1</u>

Water Supplier: NAWSC

Utility Provider:  M.V.E.C.  AEP

Account/ESI No.: N/A  
 Temporary Pole  Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Hill Halbert BIK # 104 Tract # 1

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

OR

~~The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.~~

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No. 1 Substation  
1902 Joe Stephens Ave.  
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956-968-4734  
956-973-7850

Precinct No. 3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: R192899

**AFFIDAVIT  
TO APPLY TO THE COUNTY OF HIDALGO  
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY  
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS     §  
COUNTY OF HIDALGO    §

BEFORE ME, the undersigned authority, on this day personally appeared

Lamberto Garcia

Known to me [or proved to me in the oath of TX-08373393 or through  
(description of federal or state government ID card with photograph and signature)],  
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Hill Halbert Blk #104 Tract #1."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

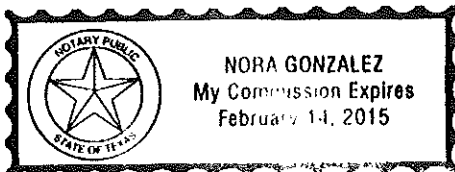
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Lamberto Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on August 15, 2012, to certify which, witnesses my hand and seal of office.



Nora Gonzalez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

200  
2/2

VOL 1830 PAGE 980

10933

WARRANTY DEED  
(LONG FORM)

DEED

THE STATE OF TEXAS  
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That WE, LAMBERTO GARCIA and wife, MARIA G. GARCIA

of the County of HIDALGO and State of TEXAS for and in  
consideration of the ~~sum of~~ love and affection which we bear for our son

~~DOLLARS~~

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which  
is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
LAMBERTO GARCIA, JR.  
Rt. 1, Box 257  
Donna, Texas 78537

of the County of Hidalgo and State of Texas, all of  
the following described real property in Hidalgo County, Texas, to-wit:

TRACT I: A tract of land out of Lot 104, Hill-Halbert Tract, Hidalgo County,  
Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 104;  
THENCE, with the South line of Lot 104, East a distance of 560.0 feet to a point;  
THENCE, North 245.6 feet to a point for the Southwest corner of this tract and its  
POINT OF BEGINNING;  
THENCE, North a distance of 50.0 feet to a point for the Northwest corner of this tract;  
THENCE, East a distance of 100.0 feet to a point for the Northeast corner of this tract;  
THENCE, South a distance of 50.0 feet to a point for the Southeast corner of this tract;

THENCE, West a distance of 100.0 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT, Grantors hereby reserve an easement for ingress and egress over and across the East 20.0 feet of the property hereby conveyed.

TRACT II: A non-exclusive easement for ingress and egress over and across a portion of Lot 104, Hill-Halbert Tract, Hidalgo County, Texas, which easement is more particularly described as follows:

BEGINNING at a point on the South line of Lot 104, which point is located 560.0 feet East of the Southwest corner of Lot 104, for the Southwest corner of this easement;  
THENCE, North a distance of 245.6 feet to a point for the Northwest corner of this easement;  
THENCE, East a distance of 20.0 feet to a point for the Northeast corner of this easement;  
THENCE, South 245.6 feet to a point on the South line of Lot 104, for the Southeast corner of this easement;  
THENCE, with the South line of Lot 104, West a distance of 20.0 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

RECORDED  
MARCH 22 1983  
COUNTY OF HIDALGO  
TEXAS

EXECUTED this 22nd day of March, A. D. 19 83

LAMBERTO GARCIA *Lamberto Garcia*  
MARIA G. GARCIA *Maria G. Garcia*

Mailing address of each grantee:

Name: Lamberto Garcia, Jr.  
Address: Rt. 1, Box 257  
Donna, Texas 78537

Name:  
Address:

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 22nd day of March, 19 83,  
by LAMBERTO GARCIA and wife, MARIA G. GARCIA

My commission expires:

5-29-85

*[Signature]*  
Notary Public, State of Texas  
Notary's printed name: SUZANNE R. SCOTT

Hidalgo CAD

Property Search Results > 192899 GARCIA LAMBERTO JR for Year 2012

Property

Account

Property ID: 192899 Legal Description: HILL HALBERT E100'-W660'-N50'-S295.6' LOT 104 0.11AC NET  
 Geographic ID: H3475-00-104-0000-06 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

Location

Address: ROOSEVELT RD Mapsco:  
 Neighborhood: HILL HALBERT Map ID:  
 Neighborhood CD: H347500

Owner

Name: GARCIA LAMBERTO JR Owner ID: 126447  
 Mailing Address: RR 1 BOX 2681 % Ownership: 100.0000000000%  
 DONNA, TX 78537-9319

Exemptions:

Values

(+) Improvement Homesite Value: + \$0  
 (+) Improvement Non-Homesite Value: + \$17,647  
 (+) Land Homesite Value: + \$0  
 (+) Land Non-Homesite Value: + \$7,128 Ag / Timber Use Value  
 (+) Agricultural Market Valuation: + \$0 \$0  
 (+) Timber Market Valuation: + \$0 \$0  
 -----  
 (=) Market Value: = \$24,775  
 (-) Ag or Timber Use Value Reduction: - \$0  
 -----  
 (=) Appraised Value: = \$24,775  
 (-) HS Cap: - \$0  
 -----  
 (=) Assessed Value: = \$24,775

Taxing Jurisdiction

Owner: GARCIA LAMBERTO JR  
 % Ownership: 100.0000000000%  
 Total Value: \$24,775

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$24,775	\$24,775	\$0.00
DR1	DRAINAGE DISTRICT #1	0.073300	\$24,775	\$24,775	\$18.16
FD3	EMS DIST #03	0.010000	\$24,775	\$24,775	\$2.48
GHD	HIDALGO COUNTY	0.590000	\$24,775	\$24,775	\$146.17
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$24,775	\$24,775	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.150700	\$24,775	\$24,775	\$37.34
R07	ROAD DIST 07	0.000000	\$24,775	\$24,775	\$0.00
SDN	DONNA ISD	1.258200	\$24,775	\$24,775	\$311.72
SST	SOUTH TEXAS SCHOOL	0.049200	\$24,775	\$24,775	\$12.19
W01	DONNA WATER DIST #1	0.210000	\$24,775	\$24,775	\$52.03
Total Tax Rate:		2.341400			
Taxes w/Current Exemptions:					\$580.09
Taxes w/o Exemptions:					\$580.08

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1080.0 sqft Value: \$17,647

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW	DWD	1982	780.0
POR	PORCH (COVERED)	WDLW		1982	24.0

STG	STORAGE	*	1983	90.0
ENC	ENCLOSED ADD	WDLW	1982	300.0

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.1100	4791.60	0.00	0.00	\$7,128	\$0

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A	N/A	N/A	N/A	N/A
2012	\$17,647	\$7,128	0	24,775	\$0	\$24,775
2011	\$17,994	\$7,128	0	25,122	\$0	\$25,122
2010	\$18,344	\$4,760	0	23,104	\$0	\$23,104
2009	\$18,692	\$4,760	0	23,452	\$0	\$23,452
2008	\$20,435	\$4,760	0	25,195	\$0	\$25,195
2007	\$17,743	\$2,808	0	20,551	\$0	\$20,551
2006	\$20,697	\$2,808	0	23,505	\$0	\$23,505
2005	\$20,576	\$2,808	0	23,384	\$0	\$23,384
2004	\$20,732	\$2,808	0	23,540	\$0	\$23,540
2003	\$18,768	\$2,331	0	21,099	\$0	\$21,099

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/11/2006 12:00:00 AM	GFD	GIFT DEED	Unknown	GARCIA LAMBEI			1661628

**Tax Due**

Property Tax Information as of 08/15/2012

Amount Due if Paid on:  -

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (956) 381-8466**

www.mataseptic@yahoo.com

OFFICE:682-7875 & CELL:778-7231

AUGUST 15, 2012

RE: INSPECTION OF AN EXISTING ON-SITE SEWERAGE  
FACILITY

LOCATED AT : 424 W. ROOSEVELT RD.  
DONNA, TX. 78537  
(956) 472-5141

PROPERTY OWNER: LAMBERTO GARCIA JR.

LEGAL DESCRIPTION OF PROPERTY : HILL-HALBERT SUBD. LOT#104 TRACT I  
THE ON-SITE SEWERAGE FACILITY LOCATED AT THE ABOVE REFERENCE LOCATION WAS  
WORKING PROPERLY AT THE TIME OF INSPECTION.

THE FACILITY CAN BE EXPECTED TO WORK PROPERLY WITH PROPER USE AND  
MAINTENANCE.

SEPTIC TANK INFO:

NUMBER OF TANKS: 1-500 GAL TANK

DISPOSAL SYSTEM INFO:

TYPE OF DISPOSAL: ABSORTION DRAINFIELD  
SIZE OF DISPOSAL AREA: 500'SQ. FT. (100'DRAINFIELD)

I CERTIFY THAT THE FINDINGS OF THIS INSPECTION ARE AT THE BEST OF MY FIELD  
OBSERVATIONS AND ARE ACCURATE TO THE BEST OF MY ABILITY.

RESPECTFULLY,

  
ISAAC MATA  
PROFESSIONAL SITE EVALUATOR # 0S0011121  
PROFESSIONAL SITE EVALUATOR # 0S0011121

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
APPLICANT	APPLICATION NO.
1. Lorenza Sanchez	4-9576
2. Luxor Construction C/O Patricia Loera	4-11753
3. Yesenia Chavez	2-1400
COMM. COURT: August 28, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 4-9576

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Lorenza Sandae

Address: 8513 PRESLEY  
DRIVE  
EDINBURGTX 78541

Phone (956) 5003075

	Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:		<u>N/A</u>	<u>[Signature]</u>
Date Approved:		<u>1 / 1</u>	<u>8 / 17 / 12</u>
		Authorized Signature	Authorized Signature

Water Supplier: Alamo North

Utility Provider:  J.M.V.E.C.  N/A  AEP

Account/ESI No.: \_\_\_\_\_  
 Temporary Pole     Permanent Service

regarding the land described as:

Vike Las Vegas 7 lot # 14

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 01-20-09);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-9576

REQUEST FOR HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Lorenza Sanchez

Address: 8513 PRESLEY DRIVE
EDINBURG TX 78541

Phone: (956) 5003075

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Viva Las Vegas Ph I Lot # 14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
Owner of lot in subdivision
Resident of lot in a subdivision
Entity that provides utility service

Lorenza Sanchez
Requesting Party (Signature)

08/22/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
Executory Contract
Lease
Rent Receipt
Affidavit
Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/22/12
Date

County Official

**NOTICE OF CONFIDENTIALITY RIGHTS**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**Special Warranty Deed with Vendor's Lien**

1. Date: April 25, 2009
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: MACARIO SANCHEZ AND WIFE, LORENZA GONZALEZ DE SANCHEZ
5. Grantee's Mailing Address: 23 Las Islas Ranch, Rio Grande City, Texas 78582
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Nineteen Thousand Four Hundred and No/100ths Dollars (\$19,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.
7. Property: Lot Fourteen (14), Viva Las Vegas Subdivision, Phase I, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 1968528, Official Records of Hidalgo County, Texas.
8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
  - A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
  - B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
  - C. Anything an on-the-ground A-1 survey would reveal.
  - D. The taxes for the year 2009 and subsequent years.
  - E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.
10. Prior Liens: Deed of Trust recorded under Document No. 1963296, Official Records, Hidalgo County, Texas

- 11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):
- 12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
- 13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
- 14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**
- 15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
- 16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By:

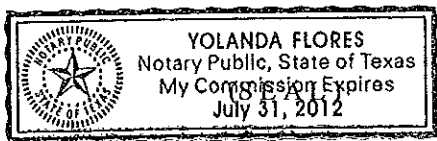
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2009, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.



Yolanda Flores  
Notary Public, State of Texas  
My Commission Expires: 7-31-2012

After Recording Return To:

GARCO, LTD  
3910 W. Freddy Gonzalez  
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:

4-9576

Apr. 19, 2010

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1304 S. 25th Ave  
TEL 318-2840

EDINBURG TX 78539  
FAX 318-2844

V4358-01-000-0014-00

[ 1 ] OWNER: SANCHEZ, MACARIO

8513 PRESLY DRIVE  
EDINBURG TX, 78541

Telephone No. 500-3075

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
VIVA LAS VEGAS #1 LOT 14

LOCATION: 0 M. CRISTO & DOOLITTLE

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
20- MOBILE HOMES

[ 10 ] EST. COST OF CONST.: \$8,000

[ 5 ] SIZE OF STRUCTURE: 2,240 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES ZONE X

Special Conditions: No construction allowed over any easements.  
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS.  
FRONT 25' REAR 35' SIDE'S 6' FINISH FLOOR OF ELEV  
18" ABOVE CENTERLINE OF STREET.

FOR COUNTY USE ONLY  
APPLICATION FEES

OTHER 30  
TOTAL AMOUNT . . . . . \$30.00

Light [ ] Water [ ]

Flood Zone: NO Panel No. /Suffix: 0325 Pct: 4

Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Angie Chavez 4/19/10  
Prepared by Date

Edgar Isidro 4/7/10  
Approved by Date

A. Lorenzo 4/19/10  
Signature of Owner or Applicant Date

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 4-11753

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

*Luxor Const.*  
c/o Name: Patricia Leera  
Address: 3803 Aspen Dr. lot #31  
Edinburg TX 78542  
Phone: 956 862-6007

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>8 / 16 / 12</u>

Water Supplier: North Alamo Water  
Utility Provider:  M.V.E.C.     AEP  
Account/ESI No.: 197295-004  
 Temporary Pole     Permanent Service

regarding the land described as: Oakland Village lot #31

on August, 2012, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 7/13/04);  
(verified by [Signature]);  
(verified by [Signature]);  
(verified by [Signature]);  
(verified by [Signature]);

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
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956-318-2844

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Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 4-11753

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Luxor Const.

c/o Name: Patricia Loera

Address: 10410 S. Trail Dr.

Edinburg TX 78542

Phone: 862-6007

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Oakland Village Lot # 31

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Luxor Constr.  
c/o Patricia Loera  
Requesting Party (Signature)

8-16-2012  
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease

- Rent Receipt
- Affidavit
- Other (describe) PHI

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-16-12  
Date

[Signature]  
County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 26, 2012

Grantor: OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP

Grantor's Mailing Address (including county): 2614 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539  
Hidalgo County, Texas

Grantee: LUXOR CUSTOM CONSTRUCTION, LLC,  
A TEXAS LIMITED LIABILITY COMPANY

Grantee's Mailing Address (including county): 6410 S. Trail Drive  
Edinburg, Texas 78539  
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of FIRST NATIONAL BANK in the principal amount of ONE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS (\$139,250.00), of which the sum of \$30,000.00 represents the purchase price of the within described property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FIRST NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to MICHAEL V. MCCARTHY, Trustee.

Property (including any improvements):

Lot Thirty-one (31), OAKLAND VILLAGE PHASE I, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 45, Pages 118-120, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

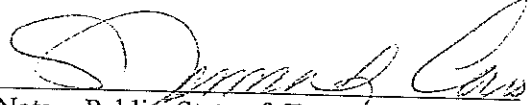
For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas and other minerals, in, on, under, or that may be produced from the above-described property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

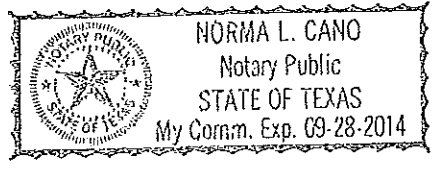
Restrictive covenants recorded in VOLUME 45, PAGE 118, MAP RECORDS, AND DOCUMENT NOS. 1362204, AND 1362892, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

(Acknowledgment)

State of Texas §  
County of Hidalgo §

This instrument was acknowledged before me on the 9th of May, 2012, by JACK MCCLELLAND, PRESIDENT of WISCONSIN PARTNERS, INC., A TEXAS CORPORATION, as General Partner, on behalf of OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP.

  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
LUXOR CUSTOM CONSTRUCTION, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
6410 S. Trail Drive  
Edinburg, Texas 78539

PREPARED BY:  
Lewis, Monroe & Peña  
Attorneys At Law  
3111 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539  
GF#: 770019  
NLC:cam

# Chapter 232 Texas LGC Application

APPLICATION NO:  
4-11753  
Aug. 16, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

00480-01-000-0031-00

[ 1 ] OWNER: LUXOR CUSTOM CONST.,LLC.

6410 S. TRAIL DR.  
EDINBURG, TX. 78542

Telephone No. 862-6007

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
OAKLAND VILLAGE LOT 31

[ 2 ] CONTRACTOR: SELF

LOCATION: 0 WISCONSIN & R LONGORIA

[ 3 ] WATER SYSTEM: N A L

[ 8 ] SEWAGE: PUBLI

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
25- RESIDENTIAL NEW SINGLE DWELLING

[ 9 ] CONSTRUCTION TYPE: OTHE

[ 5 ] SIZE OF STRUCTURE: 3,500 Sq. Ft.

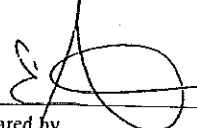
[ 10 ] EST. COST OF CONST.: \$170,000

[ 6 ] USE OF BUILDING: NEW RES. CONST


[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  NO

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS  
FRONT:25' BACK:30' SIDE:6' SIDE:6'  
18" ABOVE TOP OF STREET. B-25

### FOR COUNTY USE ONLY APPLICATION FEES

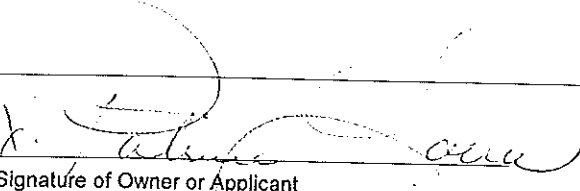
  
Prepared by \_\_\_\_\_ Date 8-16-12

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

  
Approved by \_\_\_\_\_ Date 8-7-12

Light [X] Water [X]

Flood Zone: NO 0425C  
Panel No. /Suffix: \_\_\_\_\_ Pct: 4

  
Signature of Owner or Applicant \_\_\_\_\_ Date 8-16-2012

Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

### [ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 2-1400

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Yesenia Chavez  
Address: 410 Seminole Valley Dr  
Alamo TX 78514  
Phone: 956-483-7488

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	<u>[Signature]</u>
Inspection/Permit No: _____	Authorized Signature _____	Authorized Signature <u>Existing by</u>
Date Approved: <u>1 / 1</u>	_____	<u>8/17/14</u>

Water Supplier: North Alamo Water  
Utility Provider:  M.V.E.C.     AEP  
Account/ESI No.: 263398-001  
 Temporary Pole     Permanent Service

regarding the land described as: Seminole Valley #4 lot #29

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 08-09-05);
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cepeda);
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [Signature]);
- no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [Signature]);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cepeda);

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
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1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No. 3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1234

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 2-1400

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Yesenia Chavez  
Address: 1410 Seminole Valley  
Alamo TX - 78514  
Phone: 956-483-7488

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Seminole Valley #4 lot #29

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Yesenia Chavez 4/24/12  
Requesting Party (Signature) Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) \_\_\_\_\_

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/22/12  
Date

[Signature]  
County Official

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

 **COPY**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: March 21, 2012

Grantor: Jack McClelland  
Grantor's Mailing Address:  
2614 West Freddy Gonzalez  
Edinburg, Texas 78539

Grantee: Yesenia Chavez

Grantee's Phone Number: (956) 483-7488  
Grantee's Mailing Address (including county):  
1410 Seminole Valley Drive  
Alamo, Texas 78516  
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Two Thousand Four Hundred Dollars and No Cents (\$32,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 29, Seminole Valley Subdivision No. 4, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 48, Page 146-148, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.


Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

(ii) the nature or quality of construction, structural design and engineering of any improvements; the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

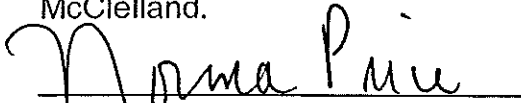
When the context requires, singular nouns and pronouns include the plural.

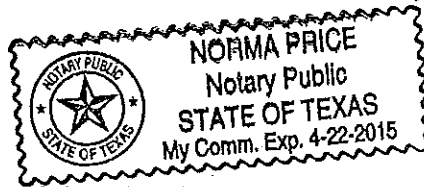
  
Jack McClelland

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 21<sup>st</sup> day of March, 2012, by Jack McClelland.

  
Notary Public, State of Texas



Software by ReMerge-It, LLC  
(956) 630-9401  
Sales@ReMerge-It.com

AFTER RECORDING RETURN TO:

Jack McClelland  
2614 West Freddy Gonzalez  
Edinburg, Texas 78539

# Chapter 232 Texas LGC Application

APPLICATION NO:  
2-1400  
Apr. 23, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

S2440-04-000-0029-00

[ 1 ] OWNER: CHAVEZ, YESENIA

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
SEMINOLE VALLEY #4 LOT#29  
3/30/12 SENT TO FLOOD PLAIN

1410 SEMINOLE VALLEY DR.  
ALAMO, TX. 78516

Telephone No. 483-7488

LOCATION: 0 OWASSA & ALAMO

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: BLOC

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
25- RESIDENTIAL NEW SINGLE DWELLING

[ 10 ] EST. COST OF CONST.: \$2,500

[ 5 ] SIZE OF STRUCTURE: 2,800 Sq. Ft.

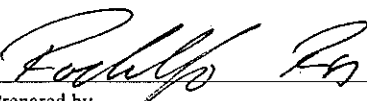
[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: NEW-RESIDENTIAL

**Special Conditions: No construction allowed over any easements.**

MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA  
REGULATIONS FRONT-55' REAR-40' SIDES-6'

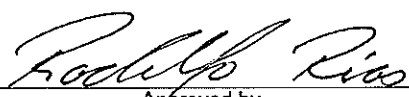
**FOR COUNTY USE ONLY  
APPLICATION FEES**

  
Prepared by

4-23-12  
Date

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Light [X] Water [X]

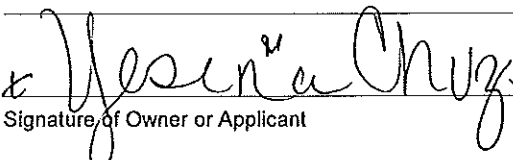
  
Approved by

4-23-12  
Date

Flood Zone: NO 480334 Pct: 4  
Panel No. /Suffix:

Community No.: 0425-C

Certification of Elevation  
Required:  YES  NO  BFE

  
Signature of Owner or Applicant

4/23/12  
Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

**[ NOTICE ]**

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	MARIA A. HERNANDEZ	3-12793
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: AUG 28, 2012	



# PLANNING DEPARTMENT

Rev. 02-19-1

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2(3)4

Application No: 3-12793  
8/17/12

### HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Maria A. Hernandez

Address: 2904 Graham  
MISSION, TX

Phone: 458-3050

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:	Date Approved:	
	<u>1 1</u>	<u>Chardo Pan</u> <u>VACANT Lot</u> <u>8/17/12</u>

Water Supplier: Sharyland

Utility Provider: [ ] M.V.E.C. [X] AEP

Account/ESI No.: 100327894  
[ ] Temporary Pole [X] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Basham #1 Lot B

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Sandra B. Cantu 8/17/12  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
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956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Raul E. Sesin, P.E., CFM  
Planning Administrator

Precinct 1 2 3 4

Application No: 3-12793

8/17/12

### AFFIDAVIT TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

María A. Hernandez

Known to me [or proved to me in the oath of Texas FD or through  
ID # 20888727 (description of federal or state government ID card with photograph and signature)],  
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Basham #1 Lot 13"

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

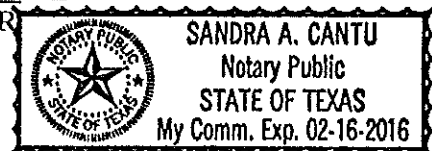
-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

María A. Hernandez (Signature)

SUBSCRIBED AND SWORN TO before me on August 17, 2012, to certify which, witnesses my hand and seal of office.

Sandra A. Cantu  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: July 27, 2012

Grantor: JUAN MANUEL BALLESTEROS joined herein proforma by my wife, ISNELY BALLESTEROS

Grantor's Mailing Address: 77 Santa Isabel D-5  
Laguna Vista, Texas 78578  
Cameron County

Grantee: MARIA A. HERNANDEZ

Grantee's Mailing Address: 2904 Graham  
Mission, Texas 78574  
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):  
Lot 13, BASHAM SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 20, Page 12, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:  
Subject To:

Restrictions as shown in Deed recorded in Volume 1735, Page 479, Deed Records of Hidalgo County, Texas.

A fifteen feet (15') Utility Easement along the rear of said Lot, as shown on the map recorded in Volume 20, Page 12, Map Records of Hidalgo County, Texas.

Easements, rights, rules and regulations in favor of United Irrigation District.

Easements, or claims of easements, which are not of public record.

All oil, gas and other minerals as reserved in Deeds recorded in Volume 997, Page 129, Volume 1082, Page 632 and Volume 1276, Page 658, all in the Deed Records of Hidalgo County, Texas.

Terms, conditions and stipulations contained in Oil, Gas and Mineral Lease, as referenced in Memorandum of Oil and Gas Lease dated May 1, 2004, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on September 8, 2004, under Clerk's File No. 1378653.

Terms, conditions and stipulations contained in Oil, Gas and Mineral Lease, dated September 1, 2006, between Paul Kutchinski and Sydney Investments, Ltd., filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 2, 2006, under Clerk's File No. 1779601.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

Terms, conditions and stipulations contained in Oil, Gas and Mineral Lease, dated August 12, 2003, between Paul Kutchinski and United Production and Exploration, Ltd., filed for record in the Office of the County Clerk of Hidalgo County, Texas, on February 23, 2004, under Clerk's File No. 1300534.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

All ad valorem taxes for the year 2012 and all subsequent years.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

When the context requires, singular nouns and pronouns include the plural.

*Juan M Ballesteros*  
JUAN MANUEL BALLESTEROS

*Isnelly Ballesteros*  
ISNELY BALLESTEROS

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF CAMERON

This instrument was acknowledged before me on the 30<sup>th</sup> day of July, 2012, by  
JUAN MANUEL BALLESTEROS.

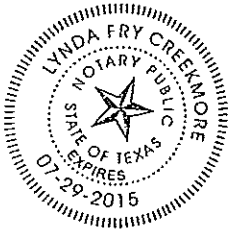


*Lynda Fry Crekmore*  
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF CAMERON

This instrument was acknowledged before me on the 30<sup>th</sup> day of July, 2012, by  
ISNELY BALLESTEROS.



*Lynda Fry Crekmore*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Maria A. Hernandez  
2904 Graham  
Mission, Texas 78574

PREPARED IN THE LAW OFFICE OF:  
JOHN ROBERT KING  
3409 N. 10<sup>th</sup>, Suite 100  
McAllen, Texas 78501  
File No.: GF#2121743;IW/bm

# Chapter 232 Texas LGC Application

APPLICATION NO:

3-12793

Aug. 17, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

PO DRAWER B EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

B1900-01-000-0013-00

[ 1] OWNER: HERNANDEZ, MARIA A.  
2904 GRAHAM  
MISSION TX 78574

[ 7] LEGAL DESC./NAME OF SUBDIVISION  
BASHAM #1 LOT 13  
C-44

Telephone No. 584-3499

LOCATION: 2504 MILE 3 & LA HOMA

[ 2] CONTRACTOR: SELF

[ 8] SEWAGE: INSTA

[ 3] WATER SYSTEM: SHAR

[ 9] CONSTRUCTION TYPE: META

[ 4] PURPOSE OF APPLICATION: MOBILE HOMES  
44-MOBILE HOMES/ RV

[10] EST. COST OF CONST.: \$5,000

[ 5] SIZE OF STRUCTURE: 720 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6] USE OF BUILDING: MOBILE HOME ZONE C

### Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACK & REG  
FRONT 25' REAR 15' SIDES 6'  
18" TOP OF CURB

### FOR COUNTY USE ONLY APPLICATION FEES

OTHER \_\_\_\_\_

TOTAL AMOUNT . . . . . \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 0400C

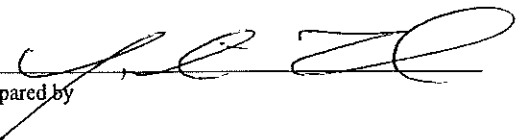
Pct: 3

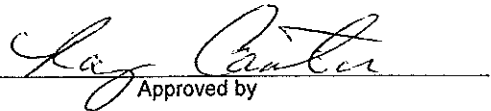
Community No.: 480334

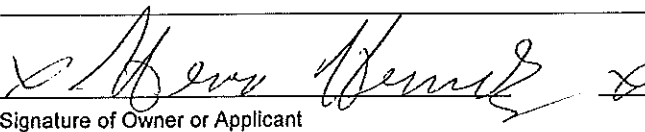
Certification of Elevation

Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

  
Prepared by \_\_\_\_\_ Date 8-17-12

  
Approved by \_\_\_\_\_ Date 8-16-12

  
Signature of Owner or Applicant \_\_\_\_\_ Date \_\_\_\_\_

### [ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

**AI-33855**

**5. A.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

---

**Information**

**CAPTION**

Approval of 457 Plan Hardship withdrawal request for employee #122718

**BACKGROUND**

---

**Attachments**

1

**Form Review**

Form Started By: Monica Badillo

Started On: 08/24/2012

Final Approval Date: 08/24/2012

### SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name HS7 K

*Employee # 122718*

Participant Name

Address

Social Security

Daytime Phone No.

**SECTION I - Hardship**

I understand that the withdrawal is for distributions, other than a lump sum distribution, under the Plan, which is taxable as ordinary income unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent eviction from or mortgage foreclosure on my primary residence.
- Funeral or burial expenses for my parent, spouse, child or dependent.
- Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 7,000.00 Year-to-date deferrals \_\_\_\_\_

Total amount deferred since you initially joined the plan \$ \_\_\_\_\_

Have you ever taken a hardship before? yes If so what was the amount taken \$ \_\_\_\_\_

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE *[Signature]* Date Aug. 31, 2012

**SECTION II - Authorized Plan Representative**

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X \_\_\_\_\_ Date \_\_\_\_\_

**SECTION III - Distribution Procedure**

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:  
Simpkins & Associates  
(972) 960-7133

AI-33753

6. A.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Fred Zamarripa, TREASURER'S  
OFFICE

Department: TREASURER'S OFFICE

---

Information

CAPTION

County Treasurer:

Approval of the Hidalgo County Monthly Investment Report for the month of July 2012.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

---

Attachments

July2012

Form Review

Form Started By: Fred Zamarripa

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# County of Hidalgo, Texas

## Monthly Investment Report

### For the month ending July 31, 2012

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


#### Cash Availability

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

#### Summary

The total interest income earned for the month ending July 31, 2012 - **\$ 11,401.02**

2012	January	75,139.38
2012	February	52,445.12
2012	March	29,369.97
2012	April	429.89
2012	May	12,750.19
2012	June	3,059.61
2012	July	11,401.02
2012	August	
2012	September	
2012	October	
2012	November	
2012	December	
	Total	184,595.18



Norma G. Garcia, CIO  
Hidalgo County Treasurer

**County of Hidalgo, Texas**  
**Office of the County Treasurer**  
**Summary Report on Investments**  
**For the month ending July 31, 2012**

FUND	BOOK VALUE	MARKET VALUE
Ending Values		
General	117,785,858.90	117,808,819.63
Special Revenue	20,400,000.00	20,404,024.11
Debt Service	19,545,500.00	19,549,318.36
Capital Projects	29,600,000.00	29,605,838.90
Proprietary	8,985,000.00	8,986,772.38
Trust & Agency	-	-
<b>Total Ending Values</b>	<b><u>196,316,358.90</u></b>	<b><u>196,354,773.38</u></b>
Beginning Values		
General	127,483,754.13	127,509,715.57
Special Revenue	20,400,000.00	20,404,191.78
Debt Service	19,141,500.00	19,145,414.87
Capital Projects	31,600,000.00	31,606,493.15
Proprietary	9,585,000.00	9,586,969.52
Trust & Agency	-	-
<b>Total Beginning Values</b>	<b><u>208,210,254.13</u></b>	<b><u>208,252,784.89</u></b>
Change in Values		
General	(9,697,895.23)	(9,700,895.94)
Special Revenue	-	(167.67)
Debt Service	404,000.00	403,903.49
Capital Projects	(2,000,000.00)	(2,000,654.25)
Proprietary	(600,000.00)	(600,197.14)
Trust & Agency	-	-
<b>Total Change in Values</b>	<b><u>(11,893,895.23)</u></b>	<b><u>(11,898,011.51)</u></b>
Weighted Average Maturity in Days		
		<u>1.19</u>
Interest Income Earned this Month		
		<u>11,401.02</u>
Overall Yield of Portfolio		
		<u>0.24%</u>
Interest Received this Month		
		<u>15,621.92</u>
Accrued Interest at the End of Month		
		<u>38,414.48</u>

County of Hidalgo, Texas  
 Office of the County Treasurer  
 Financial Investment Report  
 For the month ending July 31, 2012

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution	
Pool	Capital Project	---	73458579	01/25/12	08/01/12	189	189	1	29,600,000.00	29,600,000.00	0.24%	5,838.90	36,785.10	29,600,000.00	29,605,838.90	Texas CLASS	
Pool	Debt Services	---	73713892	03/01/12	08/01/12	153	153	1	9,063,000.00	9,063,000.00	0.24%	1,787.77	9,117.63	9,063,000.00	9,064,787.77	Texas CLASS	
Pool	Debt Services	---	74028105	04/13/12	08/01/12	110	110	1	7,486,000.00	7,486,000.00	0.24%	1,476.69	5,414.53	7,486,000.00	7,487,476.69	Texas CLASS	
Pool	Debt Services	---	74132875	04/26/12	08/01/12	97	97	1	1,701,000.00	1,701,000.00	0.24%	336.54	1,084.91	1,701,000.00	1,701,335.54	Texas CLASS	
Pool	Debt Services	---	74440544	06/04/12	08/01/12	58	58	1	891,500.00	891,500.00	0.24%	175.86	339.99	891,500.00	891,675.86	Texas CLASS	
Pool	Debt Services	---	74776899	07/16/12	08/01/12	16	16	1	404,000.00	404,000.00	0.24%	42.50	42.50	404,000.00	404,042.50	Texas CLASS	
Pool	General Fund	1100	73417634	01/19/12	08/01/12	195	195	1	2,000,000.00	2,000,000.00	0.24%	394.52	2,564.38	2,000,000.00	2,000,394.52	Texas CLASS	
Pool	General Fund	1100	73670080	02/24/12	08/01/12	159	159	1	33,000,000.00	33,000,000.00	0.24%	6,509.59	34,500.82	33,000,000.00	33,006,509.59	Texas CLASS	
Pool	General Fund	1100	73706319	02/29/12	08/01/12	154	154	1	80,000,000.00	80,000,000.00	0.24%	15,780.82	81,008.22	80,000,000.00	80,015,780.82	Texas CLASS	
Pool	Motor Vehicle	1100	74717668	07/06/12	08/01/12	26	26	1	600,782.33	600,782.33	0.24%	102.71	102.71	600,782.33	600,885.04	Texas CLASS	
Pool	Motor Vehicle	1100	74815918	07/17/12	08/08/12	29	22	8	631,484.78	5,051,878.24	0.24%	91.35	120.41	631,484.78	529,761.58	Texas CLASS	
Pool	Motor Vehicle	1100	74872987	07/24/12	08/22/12	29	15	15	529,709.33	7,945,639.95	0.24%	52.25	101.01	529,709.33	494,493.12	Texas CLASS	
Pool	Motor Vehicle	1100	74815918	07/31/12	08/29/12	29	8	22	494,467.11	10,878,276.42	0.24%	26.01	94.29	494,467.11	529,418.83	Texas CLASS	
Pool	Proprietary	---	73417635	01/19/12	08/01/12	195	195	1	6,985,000.00	6,985,000.00	0.24%	1,377.86	8,956.11	6,985,000.00	6,986,377.86	Texas CLASS	
Pool	Proprietary	---	74132876	04/26/12	08/01/12	97	97	1	2,000,000.00	2,000,000.00	0.24%	394.52	1,275.62	2,000,000.00	2,000,394.52	Texas CLASS	
Pool	Special Revenue	---	73505543	02/01/12	08/01/12	182	182	1	20,400,000.00	20,400,000.00	0.24%	4,024.11	24,412.93	20,400,000.00	20,404,024.11	Texas CLASS	
TOTALS										196,316,358.90	233,360,122.09		38,414.48	206,022.11	196,316,358.90	195,723,197.26	

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

Avg. Yield 0.24% WAM 1.19

07/31/12

AI-33669

7. A.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Maria Medina, AUDITOR'S  
OFFICE

Department: AUDITOR'S OFFICE

---

Information

CAPTION

Auditor's Office:

Requesting approval to pay 2012-2013 membership dues to the Government Finance Officer's Association in the amount of \$1,775.00 ( Requisition 220967).

BACKGROUND

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

---

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-21-170-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available on 08-28-2012 once Consent Agenda approved by Commissioners' Court. Re: Req#220967.

---

Attachments

invoice

affidavits

Form Review

Form Started By: Maria Medina

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# Government Finance Officers Association

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

# Renewal Notice

Notice #: 0122001  
Notice Date: 07/27/2012

RECEIVED BY

2012 AUG -9 11:04

83422001 Y12 County 500-749K

Current Paid Thru: 09/30/2012

Mr. Raymundo Eufrazio, CPA  
County of Hidalgo  
2808 South Business Highway 281  
Edinburg, TX 78540 United States

Membership Renewal for the period of 10/01/2012 through 09/30/2013

Membership Dues Base Fee \$1,775.00

### In-Base Member(s)

Member #

*Mr. Raymundo Eufrazio, CPA	County Auditor	300141888
Ms. Arcilia B. Duran, MBA	Director of Audit Division	300077249
Ms. Linda C. Fong	First Assistant Auditor	300129770
Ms. Marcela Luna	Director of Accounting	300148648
Ms. Deborah Fischer	Grants Accounting Supervisor	300187033
Delia Orellana	Financial Accounting Supervisor	300189108

### \* Indicates Primary Contact

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

2 -1100-415-21-170-001-0-810

INVOICE RECEIVED BY:

*[Signature]* ON 8-9-12  
GOODS/SERVICES RECEIVED BY:  
Mbrship 10-01-2012  
RENEWAL ON 09-30-2013

Total Amount Due: \$1,775.00

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

Notice #: 0122001  
Notice Date: 07/27/2012  
Membership Number: 83422001

## REMITTANCE STUB

(Please Return with Payment)

County of Hidalgo  
2808 South Business Highway 281  
Edinburg, TX 78540 United States

Membership Renewal for the period of 10/01/2012 through 09/30/2013

Membership Dues Base Fee \$1,775.00

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

Total Amount Due: \$1,775.00

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

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

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

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

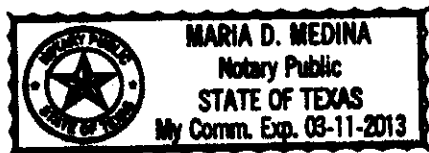
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE:   
TITLE: COUNTY AUDITOR

DATE: 8/10/12

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

( S E A L )



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, MARIA ARCILIA DURAN, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) 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:

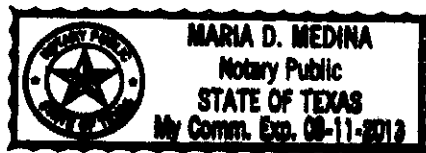
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: *Maria A. Duran*  
TITLE: DIRECTOR OF AUDIT

DATE: 8/10/12

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

(SEAL)



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

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, LINDA FONG, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) 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:

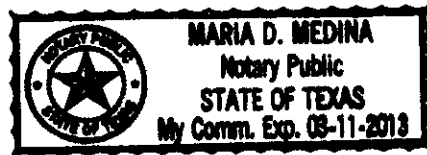
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: Linda Fong  
TITLE: FIRST ASSISTANT AUDITOR

DATE: 8-10-12

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

(SEAL)



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

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, MARCELA LUNA, do hereby state that my membership in the GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) 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.

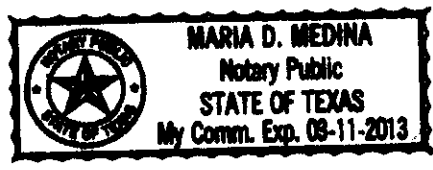
SIGNATURE: Marcela Luna

DATE: 8/10/12

TITLE: DIRECTOR OF ACCOUNTING DIVISION

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

( S E A L )



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

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

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

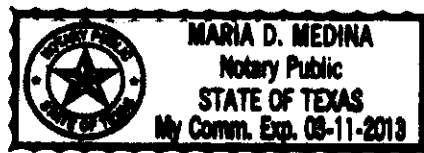
6. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
7. The association or organization is not affiliated with a labor organization;
8. Neither the association or organization nor an employee of the association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

SIGNATURE: *Deborah Fischer*  
TITLE: GRANT ACCOUNTING SUPERVISOR

DATE: 8/10/12

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

(SEAL)



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

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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

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

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

SIGNATURE:   
TITLE: FINANCIAL ACCOUNTING SUPERVISOR

DATE: 8/10/12

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

(SEAL)



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

**AI-33709**

**8. A.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Ray Eufrazio, CPA

Submitted By: Delia Orellana, AUDITOR'S  
OFFICE

Department: AUDITOR'S OFFICE

---

**Information**

**CAPTION**

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of July 2012.
2. Pursuant to Local Government Code Section 115.035, requesting approval of the attached reports.

**BACKGROUND**

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**Form Review**

Form Started By: Delia Orellana

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**AI-33869**

**9. A.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Flora Vazquez, HEALTH  
BENEFITS

Department: HEALTH BENEFITS

---

Information

CAPTION

Self-Insured (2202) Workers' Comp.

Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 67,594.60 for the period of 08/01-15/2012 and requesting approval of wire transfer.

BACKGROUND

---

Attachments

Invoice

By Org

Certification

Form Review

Form Started By: Flora Vazquez

Started On: 08/24/2012

Final Approval Date: 08/24/2012

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

August 16, 2012

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

L HIDAL.WC1  
Invoice Number: 89884

---

---

Loss Replenishment

Re: Workers Compensation

---

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 67,594.60  
8/1-8/15/12 (Check#511209-511370) are in accordance with our contract with Hidalgo County  
Exhibit A, dated July 1st

---

**TOTAL CURRENT CHARGES** \$ 67,594.60

---

**Previous Balance Due** \$ 36,570.58

---

**Total Balance Due** \$104,165.18

---

**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 8/1-8/15/12

<u>Processed</u>	<u>Check Date</u>	<u>Chk/Vchr #</u>	<u>Claim Number</u>	<u>Claimant</u>	<u>Incident</u>	<u>Transaction Type</u>	<u>Payee</u>	<u>Dates of Service</u>	<u>Method</u>	<u>Amount</u>	
<b>Alternate Organization 1 : Headstart</b>											
<b>Alternate Organization 1 Total:</b>										61	11,043.95
<b>Alternate Organization 1 : Hidalgo County</b>											
<b>Alternate Organization 1 Total:</b>										253	56,550.65
<b>Grand Total:</b>										314	67,594.60

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION  
 CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT  
 FOR THE PERIOD OF: August 01-15, 2012

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 \$ 67,594.60

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

Losses Paid for Period: 08/01-15/2012

(Check# 511209-511370)

1). Hidalgo County	\$	<u>56,550.65</u>	
2). Hidalgo County Headstart Program	\$	<u>11,043.95</u>	
3). Community Service Agency			
4). Drainage District #1	\$	-	<u>\$ 67,594.60</u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this  
 payment on the Commissioner's Court Agenda of August 28, 2012

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) \$ 82,405.40

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

- \* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
- \* 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.

*Alora Vazquez*  
 Employee Benefits Director

8/23/2012  
 Date

*[Signature]*  
 Budget Officer

8/23/2012  
 Date

\_\_\_\_\_  
 Commissioner's Court Approval

\_\_\_\_\_  
 Date

**AI-33687**

**9. B.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Sergio Cruz, BUDGET &  
MANAGEMENT

Submitted By: Angelica Tapia, BUDGET &  
MANAGEMENT

Department: BUDGET & MANAGEMENT

---

Information

CAPTION

1. Approval of reimbursement in the amount of \$756,669.50 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 08/04/12 to 08/17/12.

08/04-10/12	\$273,504.64
08/11-17/12	\$483,164.86
TOTAL	\$756,669.50

2. Approval of wire transfer to cover claims paid.

BACKGROUND

---

Attachments

BCBS 8/4-10/12

BCBS 8/11-17/12

Invoices

Certification

Form Review

Form Started By: Angelica Tapia

Started On: 08/24/2012

Final Approval Date: 08/24/2012



**BlueCross BlueShield  
of Texas**

**Group # 021185      HIDALGO COUNTY**  
**Settlement ID:      TX433010006**  
**Processed Date**  
**Period                      08/04/2012 to 08/10/2012**

<b>SECTION</b>		
<b>0001-0011</b>	<b>HIDALGO COUNTY</b>	<b>\$ 302,631.49</b>
<b>0002-0012</b>	<b>HEAD START</b>	<b>\$ 44,882.47</b>
<b>0003-0013</b>	<b>APPRAISAL DISTRICT</b>	<b>\$ 10,160.21</b>
<b>0004-0014</b>	<b>COMMUNITY SERVICE AGENCY</b>	<b>\$ 1,055.32</b>
<b>0005-0015</b>	<b>DRAINAGE DISTRICT NO.1</b>	<b>\$ 5,686.16</b>
<b>0006-0016</b>	<b>RETIREES</b>	<b>\$ 8,966.50</b>
<b>9001-9002</b>	<b>COBRA</b>	<b>\$ 1,885.72</b>
	<b>STOP LOSS</b>	<b>\$ (101,763.23)</b>
	<b>TOTAL</b>	<b>\$ 273,504.64</b>



**BlueCross BlueShield  
of Texas**

**Group # 021185      HIDALGO COUNTY**  
**Settlement ID:      TX433010006**  
**Processed Date**  
**Period                      08/11/2012 to 08/17/2012**

<b>SECTION</b>		
<b>0001-0011</b>	<b>HIDALGO COUNTY</b>	<b>\$ 279,666.87</b>
<b>0002-0012</b>	<b>HEAD START</b>	<b>\$ 51,235.27</b>
<b>0003-0013</b>	<b>APPRAISAL DISTRICT</b>	<b>\$ 4,977.48</b>
<b>0004-0014</b>	<b>COMMUNITY SERVICE AGENCY</b>	<b>\$ 3,972.70</b>
<b>0005-0015</b>	<b>DRAINAGE DISTRICT NO.1</b>	<b>\$ 6,674.50</b>
<b>0006-0016</b>	<b>RETIREES</b>	<b>\$ 130,982.13</b>
<b>9001-9002</b>	<b>COBRA</b>	<b>\$ 5,655.91</b>
	<b>STOP LOSS</b>	<b>\$ -</b>
	<b>TOTAL</b>	<b>\$ 483,164.86</b>

**Invoices - Invoice Details**

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 08/04/2012 - 08/10/2012 Process Date: 08/10/2012

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 08/04/2012 - 08/10/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$480,143.00	\$302,631.49	\$43,313.02	\$0.00	\$259,318.47	1,822
TX433	01	002	HEAD START	\$81,305.37	\$44,882.47	\$8,535.21	\$0.00	\$36,347.26	289
TX433	01	003	APPRAISAL DISTRICT	\$14,323.33	\$10,160.21	\$3,716.62	\$0.00	\$6,443.59	86
TX433	01	004	COMMUNITY SERVICE	\$3,412.14	\$1,055.32	\$327.42	\$0.00	\$727.90	41
TX433	01	005	DRAINAGE DISTRICT	\$14,315.18	\$5,686.16	\$2,368.42	\$0.00	\$3,317.74	69
TX433	01	006	RETIREEES	\$24,309.64	\$8,966.50	\$4,356.17	\$0.00	\$4,610.33	126
TX433	01	007	COBRA	\$4,966.74	\$1,885.72	\$1,457.12	\$0.00	\$428.60	8
			STOPLOSS	(\$101,763.23)	(\$101,763.23)	\$0.00	\$0.00	\$0.00	0
			<b>Customer Total Claims</b>	\$622,775.40	\$375,267.87	\$64,073.98	\$0.00	\$311,193.89	2,441
			<b>STOPLOSS Total</b>	(\$101,763.23)	(\$101,763.23)	\$0.00	\$0.00	\$0.00	0
			<b>Customer Grand Total</b>	\$521,012.17	\$273,504.64	\$64,073.98	\$0.00	\$311,193.89	2,441

**Invoices - Invoice Details**

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 08/11/2012 - 08/17/2012 Process Date: 08/17/2012

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 08/11/2012 - 08/17/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$759,809.87	\$279,666.87	\$46,837.48	\$0.00	\$232,829.39	3,059
TX433	01	002	HEAD START	\$132,540.64	\$51,235.27	\$8,989.38	\$0.00	\$42,245.89	527
TX433	01	003	APPRAISAL DISTRICT	\$19,300.81	\$4,977.48	\$348.63	\$0.00	\$4,628.85	81
TX433	01	004	COMMUNITY SERVICE	\$7,384.84	\$3,972.70	\$1,171.26	\$0.00	\$2,801.44	91
TX433	01	005	DRAINAGE DISTRICT	\$20,989.68	\$6,674.50	\$1,939.16	\$0.00	\$4,735.34	119
TX433	01	006	RETIREEES	\$155,291.77	\$130,982.13	\$4,028.93	\$0.00	\$126,953.20	224
TX433	01	007	COBRA	\$10,622.65	\$5,655.91	\$2,007.25	\$0.00	\$3,648.66	36
			STOPLOSS	(\$101,763.23)	\$0.00	\$0.00	\$0.00	\$0.00	0
			<b>Customer Total Claims</b>	\$1,105,940.26	\$483,164.86	\$65,322.09	\$0.00	\$417,842.77	4,137
			<b>STOPLOSS Total</b>	(\$101,763.23)	\$0.00	\$0.00	\$0.00	\$0.00	0
			<b>Customer Grand Total</b>	\$1,004,177.03	\$483,164.86	\$65,322.09	\$0.00	\$417,842.77	4,137

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

FOR THE PERIOD OF August 04, 2012 thru August 17, 2012

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 \$756,669.50.

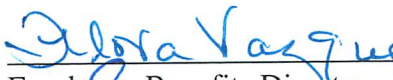
- 1). Hidalgo County
- 2). Hidalgo County Head Start Program
- 3). Hidalgo County Appraisal District
- 4). Hidalgo County Community Service Agency
- 5). Hidalgo County Drainage District No.1
- 6). Hidalgo County Retirees
- 7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 08/04/2012 to 08/17/2012 is \$756,669.50.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of August 28, 2012.

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/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- 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 deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

  
\_\_\_\_\_  
Employee Benefits Director

  
\_\_\_\_\_  
Dept. of Budget & Management Budget Officer

08/21/2012  
\_\_\_\_\_  
Date

8/22/2012  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner's Court Approval

\_\_\_\_\_  
Date

AI-33285

10. A.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Martha L. Salazar

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase 12 months of maintenance agreement and authority to execute required agreement for the following with OCE Financial Services, Inc. through requisition #218287 for the following: Total of \$214.54/month (2-1100-415-00-200-002-0-432) Effective: Upon approval

Model / Serial	Monthly
TCS522NA	\$90.94
4903619	\$46.89
9713088	\$12.78
TCS4	\$63.93

BACKGROUND

As per Purchasing Dept, agreement has been reviewed by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-00-200-002-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req. #218287 for OCE Financial Services, Inc.; Funds available as of 8-23-12.

Attachments

OCE-IT Requisition

OCE-IT Quote

OCE-Email

OCE-IT Agreement

OCE Amendment

Form Review

Form Started By: Matilde Faz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# Requisition

Req # 00218287

Consent  
#33285  
7/31/12

PO #  
Date: 06/21/12

Bill To:   x  
              x

**Vendor:** 339253  
OCE FINANCIAL SERVICES, INC.  
5600 BROKEN SOUND BLVD  
BOCA RATON FL 33487

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
100 E. CANO, 4TH FLOOR  
EDINBURG TX 78540

**Contact:** Edna Kirby  
956-292-7010

**Contract No:**  
**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote: 06/21/2012 DO NOT DUPLICATE ORDER		
6.00	MONTH	MAINTENANCE FOR OCE TCS500 COLOR PRINTER W/2 ROLLS MODEL #TCS522NA JULY 01, 2012 TO DECEMBER 31, 2012	90.94	545.64
6.00	MONTH	MAINTENANCE FOR OCE TCS500 SCAN LOGIC MODEL #4903619 JULY 01, 2012 TO DECEMBER 31, 2012	46.89	281.34
6.00	MONTH	MAINTENANCE FOR 2 HELP DESK INCIDENTS MODEL 9713088 JULY 01, 2012 TO DECEMBER 31, 2012	12.78	76.68
6.00	MONTH	MAINTENANCE FOR OCE TCS SCANNER MODEL # TCS4 JULY 01, 2012 to DECEMBER 31, 2012	63.93	383.58
				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-415-00-200-002-0-432	1,287.24	
			Freight	.00
			Total	1,287.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



**Océ North America • a Canon Group Company**  
**Maintenance Agreement Renewal Quote**



**Quote Issued:**  
**June 21, 2012**

**Contract dates: July 1, 2012 to June 30, 2013**

**Account# 518080**  
**County of Hidalgo**  
**100 E Cano St.**  
**Edinburg, TX 78539-4582**

<b>Model</b>	<b>Serial</b>	<b>Config</b>	<b>Description</b>	<b>Monthly Maintenance Cost</b>
TCS522NA	552003530	448903	Océ TCS500 Color Printer w/2 Rolls	\$90.94
4903619	N/A	448903	Océ TCS500 Scan Logic	\$46.89
9713088	N/A	448903	2 HelpDesk Incidents	\$12.78
TCS4	451004875	448904	Océ TCS Scanner	\$53.93

**Total cost per month (plus tax IF applicable) \$214.54**

**Please Note:**

- Standard care coverage includes all service calls, labor, travel, and all parts **except** consumables.
- Service contracts will now expire at the end of the month. Any meter readings and billings will also occur at the end of the month.
- Above prices are valid for thirty days from quotation date

**Please send your purchase order to:**

Océ North America • a Canon Group Comp  
 Attn: Billing Inquiry Center  
 5450 N Cumberland Ave.  
 Chicago, IL 60656  
 Phone: 877-587-1645  
 Fax: 773-695-3883  
 Email: [ONA-BIC@oce.com](mailto:ONA-BIC@oce.com)

**Quote prepared by:**

Natalie Ijelu  
 Service Marketing Coordinator  
 1800 Bruning Drive West  
 Itasca, IL 60143  
 Phone: 630-582-5608  
 Fax: 773-695-8968  
 Email: [Natalie.Ijelu@oce.com](mailto:Natalie.Ijelu@oce.com)

Administrative Assistant II  
100 E Cano 4th Floor  
Edinburg, Texas 78539  
p. 956.292.7010 Ext. 6017  
f. 956.318.2152  
Hidalgo County, Texas

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**From:** Ijelu, Natalie [mailto:Natalie.Ijelu@oce.com]  
**Sent:** Wednesday, April 04, 2012 7:29 AM  
**To:** edna.kirby@co.hidalgo.tx.us  
**Cc:** stan.ramos@co.hidalgo.tx.us; mariano.manzano@co.hidalgo.tx.us; Thompson, Leslie  
**Subject:** RE: QUOTE FOR MAINTENANCE

Good morning Edna,

The maintenance service contract is separate from your lease contract – the contract is set up to automatically renew every year unless Océ receives written notification to cancel the service contract. Currently, the contract is set to renew every July 1<sup>st</sup>, billing monthly for service. I have attached 2 quotes for your reference – the renewal period pricing from July 1<sup>st</sup> 2011 – June 30<sup>th</sup> 2012 and July 1<sup>st</sup> 2012 – June 30<sup>th</sup> 2013.

I also included the service pricing for your TCS4 Scanner Serial # 451004875 in the quote; this scanner is used with your TCS500 color printer as well as the renewal increase letter notification that will be mailed out this week.

Please let me know if you require anything additional.

Regards,

Natalie Ijelu  
Service Marketing Coordinator  
Océ North America • a Canon Group Company  
1800 Bruning Drive West • Itasca, IL 60143 • USA  
Telephone 630 582 5608 Fax 773 695 8968  
Email natalie.ijelu@oce.com  
Web site www.oceusa.com

-----Original Message-----

From: Koch, Hope  
Sent: Tuesday, April 03, 2012 9:53 AM  
To: Edna Kirby; Polhemus, Brian  
Cc: stan.ramos@co.hidalgo.tx.us; mariano.manzano@co.hidalgo.tx.us  
Subject: RE: QUOTE FOR MAINTENANCE  
Importance: High

Good Morning Edna,

I have copied Brian on this...Maybe he can help...

Thanks!

Hi Brian  
Can you assist on this? See e-mail below...

Thanks

Hope Koch



# Océ North America, Inc.

## Customer Agreement

<b>Division:</b>	WFPS
<b>Order Type:</b>	Maintenance Renewal
	August 2, 2012

<b>Contract No:</b>	SC - 0552003530
<b>Agreement No:</b>	
<b>Rep No:</b>	SM - NYI

Customer's Sold To Address	Customer's Ship To Address
Company Name: <u>County of Hidalgo</u>	Company Name: <u>Same as Sold To</u>
DBA: _____	DBA: _____
Type of Entity: (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> LLC	
Contact Name: _____	Contact Name: _____
Address: <u>100 E Cano St</u>	Address: _____
Address: _____	Address: _____
City: <u>Edinburg</u> County: _____	City: _____                      County: _____
State: <u>TX</u> Zip: <u>78539-4582</u> Phone: _____	State: _____    Zip: _____    Phone: _____

Product/Equipment Supplies Description <small>(Include serial numbers and meter counts when required)</small>	Requested Delivery	Qty.	Pre-pack	Warranty (# of Days)	List Price	Trade-in / Discount	Installation / Delivery	Addenda Totals	Total Net Price
A <b>Model TCS522NA Serial 0552003530</b>		1							
B <b>Model TCS4 Serial 0451004875</b>		1							
C									
D									

Billing Frequency	Agreement Term	Intro or Equipment Rental Data			Special Delivery Charges
Minimum Rental Payment <b>N/A</b>	Initial Term <b>12 months</b>	Minimum Payment <b>N/A</b>	Cost per Copy <b>N/A</b>		Excess Rigging
Minimum Maintenance Payment <b>Monthly</b>	Payment No.    To		Trade in Equip.	PO Required	K-16 Summer Shut-Off (DPS Only)
Copy Allowance <b>N/A</b>	Payment No.    To		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Payment No.    To		Tax Exempt	Supplies Incl.	
	Payment No.    To		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Service (Also used for Rental Copy Allowances/Charges)									
Number of Copies		Copy Allowance	Zone	Service Charge	Service Addend	Excess Meter Charge <small>(Copies will be billed separately)</small>			Service Pricing Fixed
A	B&W    N/A    Clr    N/A    Scan    N/A	N/A	6	\$90.94	\$59.67	B&W    N/A    Clr    N/A    Scan    N/A			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Months
B	B&W    N/A    Clr    N/A    Scan    N/A	N/A	6	\$63.93	N/A	B&W    N/A    Clr    N/A    Scan    N/A			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Months
C	B&W                      Clr                      Scan					B&W                      Clr                      Scan			<input type="checkbox"/> Yes <input type="checkbox"/> No Months
D	B&W                      Clr                      Scan					B&W                      Clr                      Scan			<input type="checkbox"/> Yes <input type="checkbox"/> No Months

Acceptance	Optional Service								
Customer Signature acknowledges receipt of 2 (#) documents (See documents listed below) which are incorporated into this document by reference.	After Hours Coverage								
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">DOCUMENT NAME</th> <th style="width: 10%;">REV.</th> </tr> <tr> <td>Customer Agreement Terms and Conditions</td> <td style="text-align: center;">01/11</td> </tr> <tr> <td>Customer Agreement Addendum</td> <td style="text-align: center;">01/11</td> </tr> </table>	DOCUMENT NAME	REV.	Customer Agreement Terms and Conditions	01/11	Customer Agreement Addendum	01/11	Opt. Coverage		
	DOCUMENT NAME	REV.							
	Customer Agreement Terms and Conditions	01/11							
	Customer Agreement Addendum	01/11							
		Add'l Service Charge							
	Call Out Charge								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>A</td> <td><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>B</td> <td><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>C</td> <td><input type="checkbox"/> Yes   <input type="checkbox"/> No</td> </tr> <tr> <td>D</td> <td><input type="checkbox"/> Yes   <input type="checkbox"/> No</td> </tr> </table>	A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	C	<input type="checkbox"/> Yes <input type="checkbox"/> No	D	<input type="checkbox"/> Yes <input type="checkbox"/> No
A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
B	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
C	<input type="checkbox"/> Yes <input type="checkbox"/> No								
D	<input type="checkbox"/> Yes <input type="checkbox"/> No								
<b>Comments</b> <b>Maintenance Renewal Effective Date: 7/1/2012</b> <b>Rates are valid for a period of 30 days</b>									

Customer Authorized Signature	Océ Authorized Signature
Customer Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____                      Date: _____	
State of Organization: _____	Océ North America, Inc. • 5450 N. Cumberland Avenue • Chicago, IL 60656
FEIN/ SSN: _____	

By execution hereof, the signer certifies that (s)he has read the entire Customer Agreement ("Agreement"), that Océ or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of Customer.



## Customer Agreement Terms and Conditions

### Common Terms

#### 1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Océ Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Océ Software.
- c. **Confidential Information** means Océ Firmware, Océ Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by Océ as relates to the Océ Firmware and/or Océ Software. Consulting Services may be provided by Océ at any time during the term of this Agreement. Consulting Services, if any, and the price therefore are set forth on the Customer Agreement Addendum or on a separate statement of work signed by Océ and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be to be used, in conjunction with or for the Equipment.
- f. **Cover Sheet** means the front page of this Agreement.
- g. **Customer** means the business entity defined on the Cover Sheet.
- h. **Documentation** means documents and other materials provided to Customer to support use of Product(s).
- i. **Educational Services** means training provided by Océ as relates to the Océ Product(s), Océ Firmware and/or Océ Software.
- j. **Excess Charge** means charges in Excess of the Square Foot/Linear Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- k. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by Océ.
- l. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- m. **Implementation Services** means services relating to the implementation of Océ Firmware and/or Océ Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the Customer Agreement Addendum.
- n. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- o. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that Océ ship the Equipment or Software. Delivery will be made to the Installation Site.
- p. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Océ Firmware to keep the Product(s), and if applicable NOLI Products, in good working order per manufacturer's or Océ's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with Océ's specifications. Maintenance may be provided by Océ or a third party subcontracted by Océ.
- q. **NOLI Products** means Non-Océ Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in Océ's price list and as designated on the Customer Agreement Addendum.
- r. **Océ** means Océ North America, Inc.
- s. **Océ Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, authored and licensed by Océ to Customer or for which Océ has the right to sublicense to Customer.
- t. **Océ Software** means optional, standalone software in object code form offered and licensed by Océ to Customer or for which Océ has the right to sublicense to Customer and requiring activation or installation prior to being available to Customer.
- u. **Parts** means all parts certified by Océ as meeting manufacturers' and/or Océ specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by Océ.
- v. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- w. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any, and the rates therefore, are specified in the Customer Agreement Addendum.
- x. **Server Software** means that portion of the Océ Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- y. **Service Charges** means charges invoiced by Océ for Maintenance Services and/or Software Support and or charges based on use.
- z. **SmartClick™** means an Océ proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- aa. **Software** means all computer software programs provided by Océ, whether embedded in Product(s) or provided via separate media or download; the Software includes, but is not limited to, Océ Firmware, Océ Software and Third Party Software and software that is set forth in the Customer Agreement Addendum.
- bb. **Software Support** means access to Océ support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Océ Software and/or Océ Firmware and correcting reproducible errors in Océ Firmware or Océ Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Océ Firmware or Océ Software installed on equipment using "beta" or operating systems not supported by Océ; (iii) resolution of network errors not directly related to Océ Firmware or Océ Software; or (iv) installation, setup or support of third party products not supported by Océ or software not acquired from Océ. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Océ Software.
- cc. **Third Party Software** means software authored by third parties other than Océ and made available by Océ to Customer and which requires Customer to enter into a license agreement directly with the third party software provider. Third Party Software provided hereunder is set forth on the Customer Agreement Addendum.

2.0 This Agreement governs the provision of Océ Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be in effect from the earlier to occur of: (i) the date the Agreement, signed by Customer, is countersigned by Océ; or, (ii) shipment of the Océ Product; or, (iii) performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. Océ Products may be provided by either Océ North America, Inc. Production Printing Systems or Océ North

America, Inc. Wide Format Printing Systems. Océ has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if Océ helps Customer identify, evaluate or select such NOLI Products. Customer and Océ shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

**3.0 EQUIPMENT.** Océ Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in Océ's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. With respect to Wide Format Equipment, Océ may ship (at Océ's sole discretion) any Equipment type defined above. With respect to Production Equipment, if other than New/Newly Manufactured, the Equipment type shall be set forth on the Cover Sheet or Customer Agreement Addendum. Production Equipment, when acquired under a Fair Market Value (FMV) lease from Océ's affiliate Océ Financial Services, Inc., shall be either Remanufactured, Refurbished or "Like New" Equipment, in Océ's sole discretion. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by Océ, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under Océ maintenance, has been tested to ensure full functionality and reliability to specifications. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. Meters have been reset to zero. "Used" means Equipment that has been maintained under Océ's authorized technical standards. Used Equipment is offered without warranty.

**4.0 DELIVERY; RISK OF LOSS; INSURANCE.** Delivery dates provided for by Océ are estimates only and Océ shall not be liable for delays in delivery due to causes beyond Océ's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Notwithstanding any other provision herein and in addition to Service Charges, Océ may assess a fuel surcharge ("Fuel Surcharge") to offset increase in fuel expenses. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give Océ prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

**5.0 TITLE; SECURITY INTEREST; TRADE-IN.** Title to Océ Products (except with respect to Software) shall pass to Customer at Customer's loading dock. Océ shall retain a first priority security interest in the Océ Products and all proceeds therefrom until all purchase payments due Océ have been made. Customer authorizes Océ to file Uniform Commercial Code financing statements relating to any and all Océ Products purchased hereunder and Customer agrees to reimburse Océ upon demand for all costs incurred in connection therewith. Customer agrees that an original or a photocopy of this Agreement (in whole or in part) may be filed by Océ as a Uniform Commercial Code financing statement and Customer hereby authorizes Océ to file any and all UCC documents without Customer's authentication, to the extent permitted by applicable law. Customer agrees to immediately notify Océ in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Océ Products from the Installation Site without first obtaining prior written consent from Océ. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in Océ upon Océ's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

**6.0 INSTALLATION AND SITE PREPARATION.** Océ shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to Océ. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with Océ's power, environmental and other requirements prior to its delivery, including providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at Océ's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the Cover Sheet and/or Customer Agreement Addendum, Customer operator training is available from Océ at its training rate in effect at the time of such training pursuant to Section 29.0. Customer must complete an Océ site survey, or equivalent Océ form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, Océ will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to Océ, or if there are any changes to Customer's computer network or software, any attempts by Océ to remedy such problems will be at its standard charges then in effect, and Océ makes no representation or warranty that it can remedy such problems.

**7.0 PAYMENT AND TAXES.** Payment of the purchase price and other charges is due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, Océ may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of fifteen percent (15%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of Océ set forth above, or at any other place designated by Océ. Customer shall pay or reimburse Océ for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse Océ for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon Océ's net income).

#### **8.0 DEFAULT AND REMEDIES.**

- a. Any of the following shall constitute a default by Customer ("Default"):
  - (i) failure to pay any amounts when due and such failure remains unremedied for ten (10) days from the due date; or,
  - (ii) failure to comply with any provisions or perform any of its obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of twenty (20) days.
- b. Upon Default, Océ may exercise any one or more of the following remedies (which remedies shall be cumulative):
  - (i) terminate this Agreement and/or any applicable Schedule;
  - (ii) declare all amounts due from Customer immediately due and payable in full;

- (iii) secure peaceable repossession and removal of the Océ Products by Océ or its agent without judicial process and sell or lease at such place as Océ may deem advisable and Océ may be the purchaser at any such sale;
- (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Océ Products;
- (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of Océ's rights and remedies under this Agreement, including but not limited to, any right to require Océ to dispose of the Océ Products or otherwise mitigate its damages.

9.0 WARRANTY. Océ warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for Océ's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of Océ. All parts replaced under this warranty shall become the property of Océ. If a warranty period is marked on the Cover Sheet, then warranty shall continue from Installation for the period set forth on the Cover Sheet. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Equipment Schedule. In no event shall a breach of this warranty give rise to a claim for damages against Océ. Océ's obligation hereunder is limited to the repair or replacement (at Océ's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured or Refurbished Equipment and is conditioned upon Customer giving prompt notice to Océ of any discovered defects. Océ is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by Océ or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. The repair or replacement of expendable items (for example photoconductor drums, fuser rollers, and inkjet print heads) are not covered by this warranty or Maintenance. The foregoing examples do not comprise a complete list and expendables may vary on different products and Océ shall maintain the complete list of expendable items. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Océ provides no warranty for NOLI Products. For NOLI Products, Customer may receive a warranty directly from such product or software vendor.

10.0 LIMITATION OF LIABILITY. EXCEPTING AS TO A VIOLATION OF THE SOFTWARE LICENSE TERMS HEREOF BY CUSTOMER, NEITHER PARTY, NOR OCÉ'S SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OCÉ'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. Océ agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out the claims of third parties that an Océ Product (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and Océ agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies Océ in writing of the claim and fully cooperates with Océ and Océ has sole control of the defense and all related settlement negotiations. Océ's obligation under this Section is conditioned on Customer's agreement that if such Océ Products (except Third Party Software or NOLI Products, or the use thereof), becomes, or in Océ's opinion is likely to become, the subject of such a claim, Customer shall permit Océ, at Océ's option and expense, either to procure the right for Customer to continue using the Océ Products or to replace or modify the Océ Products so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Océ's judgment, Customer shall return the Océ Product upon the request of Océ. Upon such return, Océ shall refund the applicable Océ Product purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. Océ shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by Océ; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of Océ with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold Océ harmless from and against any liability and expense, including reasonable attorneys' fees incurred by Océ in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12.0 CONFIDENTIALITY. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of Océ. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to Océ, including the Documentation, and all copies thereof, or (ii) at Océ sole option, certify to Océ in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed. Océ makes no representations as to the destruction of Customer data on returned Equipment that contain Customer data, and shall not otherwise be liable for failure to destroy such Customer data, or for the release of same. Any information on Equipment returned to Océ shall not be considered confidential or proprietary nor shall be subject to applicable agreement provisions pertaining to same. Security software/hardware on products that do not contain standard hard disk drive overwrite capability may be available for purchase. This will enable the Customer to determine the level of security required without intervention from Océ, and to complete erasing of data prior to pick-up.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have

designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes Océ to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there is no material adverse effect on performance, Océ shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

### **Software License Terms**

14.0 THIRD PARTY SOFTWARE, OCÉ FIRMWARE AND OCÉ SOFTWARE. Océ makes available to customers Third Party Software as well as licenses Océ Firmware and Océ Software. Customer is not acquiring title to or any interest in any Software other than a license to use the Software in conjunction with the Equipment. Third Party Software and Océ Software is specifically set forth on the Cover Sheet and/or Customer Agreement Addendum. Océ Firmware is not specifically set forth on the Cover Sheet or Customer Agreement Addendum. If Customer is purchasing or licensing Third Party Software (for example, Adobe or Onyx software), Customer will enter into a license agreement directly with the Third Party Software licensor. This is typically done during installation and registration of the software.

15.0 OCÉ SOFTWARE. If Customer is purchasing or licensing Océ Software, the terms and conditions set forth below apply:

- a. With respect to Océ Software used in conjunction with Production Equipment and VarioPrint models greater than 72 pages per minute:
  - (i) Océ hereby grants to Customer a personal, non-exclusive, non-transferable, limited license to use the Océ Software (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Production Equipment identified in the Customer Agreement Addendum, and to use the Documentation in support of Customer's authorized use of the Océ Software until this Agreement is terminated in accordance with its terms or until Customer ceases using Océ Software with the Production Equipment.
  - (ii) The license granted in this Section 15(a) may not be assigned by Customer without the written consent of Océ and the payment of an additional license fee by the assignee (or subsequent licensee). Océ Software is licensed "as is", with no warranty, and Océ expressly disclaims all express and/or implied warranties.
- b. With respect to Océ Software used in conjunction with Wide Format Equipment, the terms and conditions set forth below apply:
  - (i) Océ grants to Customer the right to use the Océ Software only on a single computer at the Installation Site for its own internal use, except that the Océ Software may be executed from a common disk shared by multiple CPUs provided that one authorized copy of the Océ Software has been licensed from Océ for each individual computer executing the Océ Software. Océ makes no representation (and expressly denies and representations or warranties) as to the proper operation of the Océ Software in a multi-user environment if only a single user version of the Océ Software is licensed hereunder.
  - (ii) If a Fixed Client/Server License is specified in the Customer Agreement Addendum, Customer may install and use one (1) copy of the Server Software solely at the Installation Site and may copy and distribute the Client Software to its own internal users and to third parties for the sole purpose of accessing the Server Software; provided, however that in no event shall the number of workstations (C.P.U.'s) on which the Client Software has been installed exceed the number of workstations specified in the Customer Agreement Addendum.
  - (iii) If a Concurrent Client/Server License is specified in the Customer Agreement Addendum, Customer may install and use one (1) copy of the Server Software solely at the Installation Site and may copy and distribute the Client Software to its own internal users and to third parties for the sole purpose of accessing the Server Software; provided, however that in no event shall the number of users accessing the Server Software at any one time exceed the number of users specified in the Customer Agreement Addendum.
  - (iv) Customer may access the Océ Customer Service web site twenty-four hours per day, seven days per week. The web site provides self-support tools for Customer without charge. Information available to Customer may include: (i) problem solutions knowledge base; (ii) limited download of software; (iii) online information forums; and (iv) access to technical Documentation. Support beyond that set forth in this Océ Software License may be available upon purchase of Maintenance from Océ. Océ may, from time to time, release new versions of, or enhancements, updates or modifications to, the Océ Software. So long as Customer pays a license maintenance fee, Océ will provide such modifications, updates and enhancements to Océ Software free of additional charges. In the event that Océ introduces new versions of Océ Software and should Customer desire to license such new versions, Océ may require Customer to enter into a new license agreement at an additional charge. Prior versions of Océ Software shall be supported for a period of time as determined by Océ in its sole discretion.
- c. With respect to both Sections 15.0 a) and b) above:
  - (i) Except as expressly provided herein, Customer shall not, without the prior written consent of Océ, copy the Océ Software in whole or in part, except that Customer may make one (1) copy of the Océ Software (other than the embedded firmware) in machine readable format for backup purposes. The Océ Software is protected by United States copyright law. The original and any copy in whole or in part of the Océ Software made by Customer shall include Océ's copyright and other proprietary notices and shall remain the property of Océ.
  - (ii) This License does not include the rights to, and Customer is expressly prohibited from:
    - (aa) Modifying, translating, or merging the Océ Software with another program.
    - (bb) Reverse-engineering, disassembling, decompiling, or making any attempt to discover the source code of the Océ Software.
    - (cc) Sublicensing, selling, renting, or leasing any portion of the Océ Software.
  - (iii) The granting of rights to Customer hereunder is expressly conditioned upon Customer's full and strict compliance with all terms and conditions of this Agreement. This License is, and any rights hereunder are, non-transferable, non-exclusive and limited as set forth herein.
  - (iv) Océ, or an auditor appointed by Océ, shall have the right, upon reasonable notice, exercised no more than once per year, to inspect the applicable records of Customer, and Licensee grants Customer reasonable access to its personnel, records and facilities for such purpose.
  - (v) Customer agrees that it will not translate, disassemble, decompile, reverse engineer, or create derivative works based on the Océ Software or any portion thereof.
- d. CUSTOMER ACKNOWLEDGES THAT THE Océ SOFTWARE MAY INCLUDE FEATURES LIMITING ITS OPERABILITY BEYOND THE SCOPE OR TERM OF THIS LICENSE. Use, duplication, disclosure by or to the U.S. Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights Clause at FAR 52.227-19, when applicable, or in the Technical Data-Commercial Items Clause at DFARS 252.227-7015 or successor provisions, when applicable. The parties acknowledge and agree that the Océ Software is "commercial computer software" as that term is defined in the DFARS and, therefore, that the U.S. Government is subject to DFARS 227.7202. The contractor/manufacturer is Océ North America, Inc., 5450 North Cumberland Avenue, Chicago, IL 60656. None of the Océ Software or underlying information or technology or any direct product thereof may be downloaded, exported or re-exported without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce. Customer agrees to comply with any other applicable export laws and regulations.

16.0 OCÉ FIRMWARE. Océ Firmware is protected by United States copyright law. Océ grants Customer a non-exclusive, non-transferable (except as set forth in this paragraph), limited license to use the Océ Firmware (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Equipment identified in the Cover Sheet and/or Customer Agreement Addendum, and to use the Documentation in support of Customer's authorized use of the Océ Firmware until this Agreement is terminated in accordance with its terms or until Customer ceases using Océ firmware with the Equipment. The license granted herein for Océ Firmware is incidental to the operation and use of the Equipment in which it is embedded and the use thereof is limited to the Equipment in which the Océ Firmware is embedded. As to Customer, the license to use Océ Firmware terminates upon transfer of title to the Equipment and shall vest with the transferee of such Equipment IN ORDER TO RECEIVE SUPPORT FROM OCÉ FOR ASSIGNABLE OCÉ FIRMWARE, INCLUDING UPDATES, MODIFICATIONS AND/OR ENHANCEMENTS, CUSTOMER'S ASSIGNEE MUST OBTAIN OCÉ'S PRIOR WRITTEN APPROVAL OF SUCH ASSIGNMENT AND MUST REGISTER WITH OCÉ. OCÉ MAY, IN ITS DISCRETION, REFUSE TO GRANT SUCH APPROVAL OR TO PROVIDE SUPPORT FOR ANY ASSIGNED OCÉ FIRMWARE. All Océ Firmware is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Océ Firmware only with those rights set forth in this Agreement. Océ Firmware support is provided as part of Maintenance. Customer must pay for Maintenance to receive support for Océ Firmware. If Customer discontinues paying for Maintenance, Customer will not receive support, modifications, updates or enhancements for Océ Firmware, however, Customer is permitted to use the Océ Firmware solely with the Product(s) and "as is" with no obligation on the part of Océ with respect to such use or maintenance, subject to the restrictions set forth above, including those limiting assignability of the Océ Firmware.

17.0 TERMINATION. Upon termination of any license granted hereunder with respect to the Océ Software and Océ Firmware, including upgrades and updates, and Customer's right to possess or use the same, shall immediately cease, unless otherwise specifically set forth herein. Upon such termination, Customer shall: (i) cease to use the Océ Software; (ii) return all Océ Software, any and all Océ confidential information in Customer's possession, and all Software Documentation; and (iii) deinstall such Software, and upon such deinstallation provide evidence reasonably satisfactory to Océ of such deinstallation. Customer shall use its best efforts to take necessary steps to achieve the requirements of this Section with regard to any client of Customer who was given access to or a license of the Software by Customer.

18.0 LIMITED WARRANTY. Océ warrants that the media on which the Océ Software is delivered will be free from defects in materials and workmanship under normal use for the Warranty Period. This warranty shall be terminated immediately if the media is subjected to accident, abuse, or improper use. Océ will be obliged to honor this warranty only if Customer provides notice to Océ of a defect in the media during the Warranty Period. Océ also warrants that upon installation, the Océ Software will materially conform to Océ's then current published specifications, provided the Océ Software is properly installed and used. Océ further warrants that prior to shipment, Océ has tested the Océ Software using commercially available virus detection programs and no viruses were found and that, except as noted herein, the Océ Software contains no "time bombs" or other disabling devices. Océ has implemented disabling code to protect Océ Software and Equipment against unlicensed use. Improperly or non-licensed Océ Software will operate only for a limited time, or will operate in some diminished capacity. There are no other warranties, express or implied in connection with the Océ Software.

19.0 DISCLAIMER. Customer expressly acknowledges and agrees that the Océ Software is provided "as is" and without warranty of any kind, express or implied. Océ expressly disclaims any other warranty, implied or statutory, including warranties of habitability, non-infringement and fitness for a particular purpose. OCÉ DOES NOT WARRANT THAT THE OCÉ SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. The entire liability of Océ, and the sole remedy of Customer, in the event of breach of these Océ Software License Terms shall be, at Océ's option, (i) Océ's use of commercially reasonable efforts to correct or replace the non-conforming Océ Software within a reasonable period of time after receiving written notice from Customer or (ii) refund the license fee paid by Customer to Océ less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Océ Software to Océ.

### **Product & Software Maintenance Terms**

The following Product and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

20.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and term for Maintenance purchased by Customer is set forth in the Cover Sheet and/or Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. Océ's standard preventive Maintenance services will be provided during Océ's standard business hours (Monday through Friday, 8:30 AM to 5:00 PM local time, excluding Océ recognized holidays). The length and frequency of periods of time required for preventive maintenance are determined by Océ. Preventive Maintenance means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. Maintenance performed on weekends, holidays (if available) or between 5PM and 8:30AM (at Customer's request) shall be billed at Océ's holiday rates in effect at the time of such service unless otherwise set forth in the Cover Sheet and/or Customer Agreement Addendum. Corrective Maintenance coverage will be provided as is specifically set forth in the Cover Sheet and/or Customer Agreement Addendum.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by Océ. If Océ cannot perform a safety modification through no fault of Océ, or, if Customer refuses to permit installation of a safety change or removes any component deemed by Océ as integral to maintaining the safety of the Equipment, Océ may discontinue Maintenance for all Equipment until the problem as identified by Océ is remedied by Customer.
- c. Océ warrants that all material and parts furnished pursuant to its obligations to provide Maintenance hereunder will be in good working order at the time of Installation, and Océ's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. Océ is not responsible for repairing or replacing parts, nor shall Océ be liable for providing or failing to provide Maintenance, to the extent that such repair or replacement is due to Customer's acts or omissions. All parts replaced during maintenance shall become the property of Océ. Parts used by Océ may, in Océ's sole discretion, be used, reconditioned or remanufactured in accordance with manufacturer's specifications.
- d. Customer shall: (i) provide Océ full, free and safe access to the Equipment for performance of Maintenance by Océ; (ii) allow Océ to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; **(iv) unless otherwise agreed in writing, report to Océ by the last business day of each calendar month (but no later than the 6th business day of the following month), the monthly usage according to the meter reading in footage or images as applicable;** and (v) promptly inform Océ of any Equipment malfunctions or operating problems.
- e. Customer shall NOT interfere with the proper operation of the meter.

- f. If Customer does not report to Océ the monthly usage as required by Section 20.0(d) Océ will estimate any excess Meter Charges and payment will be due from Customer based upon such estimate.
- g. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by Océ, or, at the conclusion of the Warranty period, if any.
- h. Maintenance shall be automatically renewed for successive one (1) year terms at Océ's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. Océ may also notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed. Customer may terminate Maintenance in any renewal term upon thirty (30) days prior written notice. If Customer provides notice of Intent to terminate during the first thirty (30) days of Maintenance in a renewal term, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage in any renewal term, Customer may provide notice to terminate Maintenance subject to a termination charge equal to the monthly charges for twelve (12) months or the period of Maintenance remaining in the renewal term, whichever is less. For prepaid agreements, Océ will refund or credit the pro rata price of the remaining term less the applicable termination charge.
- i. Océ shall not be obligated hereunder to provide Maintenance or warranty services determined by Océ to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with Océ's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with Océ's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by Océ; (v) attachment(s) to the Equipment, including connection of devices not supplied by Océ, which cause the Equipment to malfunction, unless previously authorized in writing by Océ; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms not in compliance with Océ's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from Océ; or, (x) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by Océ. If in Océ's sole opinion, Equipment has been rendered unrepairable, then Océ may refuse to render services under this Agreement and may terminate this Agreement.
- j. In the event Customer removes an Océ Product covered by Maintenance from the Installation Site, breaches this Agreement (or any other agreement it has with Océ), or, in the event Océ declares an end of life date with respect to an Océ Product (provided Océ has given customer no less than ninety (90) days prior written notice of such end of life date), Océ may withdraw such Océ Product from maintenance coverage under this Agreement in which case Customer shall not be entitled to any refund for any payments made hereunder.

21.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, Customer or field replaceable units, consumables, expendables or any other materials (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB, Océ's warehouse; and (c) are subject to a thirty percent (30%) restocking fee if accepted for return by Océ pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than Océ's preferred carrier(s), the order will be subject to a surcharge plus actual delivery charges. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to an expedite surcharge plus actual delivery charges. Non standard carrier and Expedite/Emergency Order surcharges are subject to change without notice. Claims for shortages, damages in transit or lost shipments, as well as invoice discrepancies must be made within thirty (30) days of receipt or invoice date (whichever is applicable). Customer agrees that it is purchasing only toner/developer and that the bottles are and will remain the property of Océ. Moreover, empty toner bottles for certain models are recycled by Océ in accordance with its environmentally friendly practices. Accordingly, Customer agrees to return to Océ those empty toner bottles for those certain models that are shipped to Customer with pre-paid return labels using such pre-paid labels. IN THE EVENT OCÉ DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND ITS REASONABLE REQUIREMENTS BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, OCÉ MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE TO CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES.

22.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the Cover Sheet ("Interim Period"), Customer shall pay Océ an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. Such amount shall be due and payable on the tenth day following the date that monthly billing commences. Océ shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Cover Sheet. If applicable, Customer shall provide meter readings by the last business day of each month (but no later than the 6<sup>th</sup> business day of the following month) by an Océ approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by Océ. Except for wide format products, When supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers six percent (6%) of the media unless another coverage rate is specified in an applicable program or document. Notwithstanding any other provision herein and in addition to Maintenance Service charges, Océ may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows Océ to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes Océ to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for Océ's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that Océ enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

23.0 EXCLUSIONS. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Product(s); (iii) services connected with Product(s) relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Product(s); (vi) maintenance, installation, or removal of Product(s) or devices not provided by Océ; (vii) performance of normal operator functions as described in applicable Océ operator manual(s), including, but not limited to, loading of toner and/or paper; (viii) performance of services necessitated by accident, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Product(s), tampering, service by other than Océ, causes other than ordinary use, improper supplies or accessories, interconnect of Product(s) by electrical or electronic, or mechanical means, with incompatible Product(s), or failure to use Océ operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Product(s); (x) repair or replacement of Expendable Items listed in Common Terms, Section 9 above; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Product(s) is integrated or otherwise connected. Maintenance provided by Océ to resolve an exclusion set forth under this paragraph shall be billed at Océ's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

24.0 CUSTOMER RESPONSIBILITIES. Customer agrees: (a) not to use paper, recycled paper, parts, photoconductors, toner, or other supplies which will cause a need for excessive service and (b) that replaced parts are the property of Océ.

## 25.0 SOFTWARE SUPPORT.

The provisions of Section 25.0(a) apply only those models beginning with "VP", "VS", "JetStream", "ColorStream", "CS" or "CPS":

- a. Provided no uncured Default has occurred, and Customer is covered under an active Océ software maintenance agreement, Océ will
  - (i) use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with Océ's then current published specifications. Océ, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by Océ, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in Océ's sole opinion, such modification affects the performance of the Software, Customer shall pay Océ, at Océ's then applicable rates, for all resulting support services.
  - (ii) make Software revisions available at no charge for Software deemed by Océ as "current" release versions. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that Océ classifies as "dot releases", meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.). Installation of Software revisions may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the new Software release is the Customer's sole responsibility.
  - (iii) make "new" Software releases available to Customers at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, and improvements that Océ classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.). Installation of Software revisions may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the new Software release is the Customer's sole responsibility.
  - (iv) Support does not include (i) administration of servers or database products; (ii) support of Software installed on equipment using "beta" or operating systems not supported by Océ; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by Océ or software not acquired from Océ. Maintenance does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Océ Software. Software support shall terminate if Océ declares end of life for such Software, and then only with at least ninety (90) days prior written notice.
- b. The following terms are applicable only if Software Support is made available to Customer through Customer's purchase of "Incidents":
  - (i) For certain Océ Equipment, Software Support is provided on a "per Incident" basis. An "Incident" is defined as a question related to a specific issue with regard to the maintained Software that can be resolved telephonically by isolating its origin to a single cause.
  - (ii) Incidents may be purchased individually or in quantities as in accordance with Océ's policy. Any such Incidents purchased by Customer are set forth on the Customer Agreement Addendum. An Incident will be considered "used" when Océ: (1) corrects the problem; (2) creates a reasonable work-around; (3) provides information in response to a Customer question; or (4) isolates the cause of the support issue to product provided by a party other than Océ. An Incident will not be considered "used" if the problem results from a defect in maintained Software for which no Software patch or workaround is then available from Océ. Issues that Océ determines cannot reasonably be resolved as Incidents may be escalated, with the consent of Customer, to an Océ Software Engineer or scheduled for on-site support at Océ's then-current consulting rates. Océ DOES NOT REPRESENT OR WARRANT THAT ALL SOFTWARE ISSUES CAN OR WILL BE RESOLVED AS INCIDENTS. Incidents purchases are non-transferable and non-refundable. Incidents not used by Customer shall expire at the end of the Maintenance Service Initial Term or the applicable Maintenance Service Renewal Term. At the start of each Maintenance Service Renewal Term, Customer shall receive the same number of Incidents purchased during the Maintenance Service Initial Term unless Customer purchases additional Incidents in accordance with Océ's then-current policy.
  - (iii) Océ will provide Software Support through the use of Incidents to those Customer employees who have been issued an ID code providing email/telephone access to the Océ Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.
  - (iv) An overview of the total number of Incidents purchased, number used and number remaining available for use are available by contacting the Software Support Center with access provided using the Customer's ID code.
  - (v) Software Support does not include: (1) training; (2) maintenance materials; (3) on-site support; (4) on-site implementation, installation or integration support; (5) re-installation of Software on computer equipment supplied by Océ after modification of such computer equipment by Customer (such as installation of memory, disk, interface boards, other software, etc.); (6) re-installation or re-initialization of Software after changes in a networking system or alteration of the parameters of Customer's current networking system; or (7) support or service required because of the upgrade of any software not licensed by Océ, such as operating system or utilities software, even if running on computer equipment supplied by Océ. Océ may make these services available at Océ's then-current consulting rates. Océ reserves the right to decline to perform such services.
- c. It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. Océ shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at Océ's sole discretion, be chargeable at Océ's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time.

26.0 LICENSE FEE. The license for the various Océ Software products listed herein is covered by a one time license fee for these products. In order to receive updates, fixes and enhancements (maintenance) for the Océ Software products, Customer must continue to pay the maintenance fee which is identified on the face of the Customer Agreement next to the Software as "Service Charge". If Customer discontinues paying the maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the Océ Software solely with the Product(s) and "as is" with no obligation on the part of Océ with respect to such use or maintenance, subject to the terms and conditions herein including those restricting the assignability of Océ Software. With respect to third party software, Océ is a reseller of such software. Customer's license for such third party software is granted from the third party software provider and the terms of the license agreement that comes with that software must be referenced for updates, fixes and enhancements.

27.0 MISCELLANEOUS. This Agreement shall constitute the entire agreement between Customer and Océ with respect to product(s), services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any amendments, schedules or addenda, in any

purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of Océ and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Customer may deliver the signed Agreement to Océ by facsimile or electronic transmission. This Agreement shall become effective and legally binding at the earlier to occur of (a) the date it is signed by Customer and countersigned by Océ, or (b) shipment of the Product(s)/Software set forth herein, or (c) upon performance of any Consulting Services, Educational services, or Maintenance set forth herein. By delivering the Customer signed Agreement to Océ by facsimile or electronic transmission, Customer intends and agrees that such facsimile or electronic transmission shall constitute an original of the Agreement, shall be legally binding on Customer as if the Agreement were manually signed by Customer and personally delivered to Océ, shall be the best evidence of the Customer's agreement and shall be admissible in any legal proceeding. Océ shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. No amendment hereunder shall be effective unless in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Except for obligations of payment, neither Océ nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. Customer agrees that Océ may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Océ Products acquired by Customer from Océ. Océ does not acquire any ownership interest in any Customer trademarks. Océ shall properly attribute ownership of Customer's trademarks to Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in Chicago, Illinois and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Chicago, Illinois, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

### **Professional Services Terms**

28.0 All Professional Services provided hereunder shall be set forth on the Customer Agreement Addendum. A statement of work ("Statement of Work") shall be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by Océ. Océ grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the Customer Agreement Addendum.

### **Educational Services Terms**

29.0 All Educational Services shall be set forth on the Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

- a. Educational Services are offered to Customer by Océ in the form of training sessions and are provided during Océ's standard business hours (Monday through Friday excluding Océ recognized holidays - 8:00 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at an Océ central training facility or at Customer's site as determined by Océ and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at Océ's discretion.
- b. Unless otherwise set forth in a writing signed by both parties, standard Océ published rates apply. Océ published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. Océ will bill Customer, and Customer agrees to pay, Océ's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under Océ's then current policy. Such training materials are Océ Confidential Information.
- d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to Océ, Customer's Educational Services shall automatically terminate with no further obligation on the part of Océ, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e. Cancellation. (i) Océ may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by Océ and Océ and Customer do not agree to reschedule such session, upon request of Customer, Océ will refund the purchase price for the cancelled training session. Océ is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) Océ may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. Océ is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to Océ received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If Océ and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, Océ will refund the purchase price for the cancelled training session. In the event that Océ has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse Océ for such costs and expenses. (iv) Monies received for a training session, the cancellation notice of which is received by Océ within five business days of the scheduled date for such training session, are not refundable. However, Océ may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent Océ has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse Océ for such costs and expenses. (v) Océ is not obligated to refund any monies paid for registrants not attending any scheduled training session.



# Océ North America, Inc.

## Amendment

ONA Origination office: 5450 Cumberland Avenue Chicago IL 60656  
ONA Administrative office: 5450 Cumberland Avenue Chicago IL 60656

Customer:	County of Hidalgo
Contract No:	0552003530

Andria Hernandez, Bids and Contracts Analyst, August 2012

**THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT BETWEEN Océ North America, Inc. and County of Hidalgo**

**Océ North America, Inc. Customer Agreement Terms and Conditions:**

**Section 2.0:**

Beginning in the third line, delete the sentence "Once this agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable."

**Section 27.0:**

Beginning in the sixteenth line, delete the sentence "Customer agrees that Océ may use Customer's name and/or logo in connection with press releases, marketing literature, advertising and other public announcements or publicity materials concerning the Océ products acquired by Customer from Océ."

Throughout the paragraph, replace "Illinois" with "Texas", and "Chicago, Illinois" with "McAllen, Texas".

In the twenty-first line, the sentence beginning with "THIS AGREEMENT SHALL BE GOVERNED...", add "and is performable in Hidalgo County" to the end of the sentence.

Delete the last sentence: "and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder."

**Section 29.0:**

Add the following: "f. Notwithstanding anything to the contrary herein, Customer may terminate this Agreement without cause on thirty (30) days written notice to Océ."

*Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Agreement will not commence and will not be binding on us until accepted by us.*

Customer Authorized Signature	Océ Authorized Signature
Customer Name: <u>County of Hidalgo</u>	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

**AI-33663**

**10. B.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Martha L. Salazar

Submitted By: Tanya Delira, PURCHASING  
DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Requesting authority to enter into a 36 month copier lease agreement with Copy Graphics for an IR-2525 thru our membership/participation with TPASS 985-L2 thru requisition 220852 in the amount of \$120.10/month.

BACKGROUND

Precinct No.2 Offices

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1100-466-00-122-018-0-780

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

BUDGETARY IMPACT:

Reference AI-33661 (08/28/12) for transfer of \$500.00 to 780 object code. This will pay for last (4) months of this budget year.

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Attachments

Copy Graphics

Form Review

Form Started By: Tanya Delira

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# Requisition

Req # 00220852

PO #

Date: 08/08/12

Bill To: x  
x

**Vendor:** 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

**Ship To:** HIDALGO CO. PCT 2  
300 WEST HALL ACRES, SUITE G  
PHARR TX 78577

**Contact:** YOLI CISNEROS  
956-787-1891

**Contract No:** #985-L2

**Special Instructions:**  
REQ. #0038

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SAN JUAN COMMUNITY RESOURCE CENTER DO NOT DUPLICATE ORDER		
4.00	MONTH	CANON IR-2525 36 MONTH STATE LEASE PLAN @ \$46.05 PER MONTH	122.10	488.40
1.00		DADF-AB1 (DUPLEXING AUTOMATIC DOCUMENT FEEDER) @ \$8.16		.00
1.00		INNER FINISHER B1 (STAPLING) @ \$17.54		.00
1.00		COLOR SEND KIT Y1 (TO EMAIL & SCAN) @ \$5.85		.00
1.00		CABINET TYPE C @ \$2.00		.00
1.00		W/SERVICE MO. RATE 5,000 COPIES @ \$42.50		.00
1.00		WITH OVERAGES @ \$.0100		.00
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-466-00-122-018-0-442-0780	488.40	
			Freight	.00
			Total	488.40
		COPIER FOR CENTER		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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

# Canon

## 985 L2 Catalogue Quote Lease or Rental

<b>CPA Vendor #</b>	15954	<b>Vendor: Reflect this Number on all Correspondence and Invoices.</b>
<b>Payee ID#:</b>	1-13-256-1772-501-035	
<b>Vendor Name:</b>	Canon USA Inc.C/O Canon Financial Services	
<b>Address:</b>	14904 COLLECTIONS CENTER DR	
<b>City, State, Zip</b>	Chicago, IL 60693-0149	
<b>Quote No.</b>	C815-080712-ES	
<b>Date:</b>	August 07, 2012.	
<b>Contract No.</b>	985 L2 Catalogue	

<b>Customer Name/Invoice Address:</b>	<b>Address for Delivery:</b>
Hidalgo County Commissioner Pct.No2	San Juan Community Resource Center
300 West Hall Acres Suite G	509 E. Earling
Pharr, Texas 78589	San Juan, Texas 78589

<b>Agency Point of Contact:</b>	Yoli Cisneros	<b>Phone:</b>	(956) 787-1891
		<b>E-Mail:</b>	yolanda.cisneros@co.hidalgo.tx.us
<b>Agency Accounts Payable Contact:</b>		<b>Phone:</b>	
		<b>E-Mail:</b>	

	<b>Quoting Dealer Address:</b>	Copy Graphics 221 N. 10th St. Mcallen,Tx 78501
<b>Dealer Authorized Signature</b>	<b>Quoting Dealer Phone:</b>	956-631-0205

**\*\*STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.\*\***

Class/Item	Description	Quantity	Unit Price	Total
985-58	imageRunner 2525 -Up to 25 copies per minute unit	36	\$46.05	\$1,657.80
985-58	Automatic Duplexing Document Feeder AB1	36	\$8.16	\$293.76
985-58	Inner Finisher B1	36	\$17.54	\$631.44
985-58	Color Send Kit Y1	36	\$5.85	\$210.60
				\$0.00
	CANON imageRunner 2525 ENVIRONMENTALLY FRIENDLY			\$0.00
	FIRST CHOICE			\$0.00
985-58	Service to include 5000 copies per month, and overages @ \$0.01 each copy.	36	\$42.50	\$1,530.00
	( 36 Month Lease at \$122.10 per month )			\$0.00
	Servicing Dealer : Copy Graphics Inc			\$0.00
	221 N. 10th St. McAllen, Texas 78501 (956) 631-0205			\$0.00
<b>Monthly Unit Total</b>			<b>\$120.10</b>	
<b>Total - Page 1</b>				<b>\$4,323.60</b>





**COPY GRAPHICS, INC**  
 221 N 10<sup>th</sup> Street  
 McAllen, TX 78501  
 956-631-0205 / 956-630-2628 fax  
[www.copyg.com](http://www.copyg.com)

Date: **08/07/12**  
 Sales Rep: Eunice Saenz  
 C : 956-890-1300  
 Expires: 09-30-12.

**PROPOSAL FOR**

Hidalgo County Commissioner #222  
 200 West 10th Avenue 301  
 Brown, Texas 78577

Y&H Offices  
 15th Urban Community Resource Center  
 (956) 782-1191  
 Yolenca@ymh.com or yolenca@copyg.com

**TPASS Catalog 985-L2 CANON IR-2525**

**Standard Specifications:**

- 25 Copies Per Minute / 25 Print pages per minute
- 50-sheet Automatic Document Feeder
- Network Printer Ready (10/100 BaseTX Ethernet), USB 2.0 High Speed Interface
- Canon UFR II Print Drivers (Ultra fast print drivers)
- Network Scanner –Scan-to-Email, Scan-to-Folder on desktop (500 destinations)
- Automatic Duplexing (2 sided Copying/Printing/Color Scanning)
- Standard Paper Capacity : 2-250 Sheet Cassettes + 1-80 Bypass (Total 580 Sheets)
- 256 MB Standard Image Server Memory (High Speed processing of image data)
- Copy Resolution (1200 dpi x 600 dpi) Print Resolution (1200 dpi x 1200 dpi)
- Copy Ratio – Pre-set or Zoom from 50% to 200%
- 100 Standard Department ID's
- 5 Jobs Copy Reservation
- Fast Start-up time (13-second from off mode) (1-second from sleep mode)
- **Standard Hard Disk Drive Format: Provides a onetime overwrite of the device's hard drive before the unit leaves the premises.**

Cash Price	MAKE / DESCRIPTION	Monthly Rate
\$1598.98	<b>TPASS Catalog 985-L2 Canon iR2525 36 MONTH STATE LEASE PLAN</b>	\$46.05
\$283.25	DADF-AB1 (Duplexing Automatic Document Feeder )	\$8.16
\$609.14	Inner Finisher B1 (Stapling )	\$17.54
\$203.05	Color Send Kit Y1 ( to email and scan )	\$5.85
\$69.54	Cabinet Type C	\$2.00
<b>Total \$3068.53</b>		

EQUIPMENT MO. RATE:	\$79.60
SERVICE MO. RATE:	\$42.50
<b>MONTHLY TOTAL:</b>	<b>\$122.10</b>

**Service Plan:**

State Contract Plan includes all parts, labor, travel time, & supplies (toner, drum, staples); excludes paper only.

*Service to include 5,000 copies per month \$42.50 with overages \$.0100*

*Eunice Saenz*

**Copy Graphics, Inc.**

## Capital Lease Versus Operating Lease Test 2012

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

	1	2	3a	3b	4a	4b	Capital or Operating Lease? (Calculated Field)									
CC Date	Dept. No.	Installation Date	Serial Number	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	
2/14/2012	160		XKP065112	Purchasing	209835	985-L2	2/14/2012	WC7545P	\$447.92	N	N	48	60	\$21,500.16	\$21,500.16	Capital Lease
3/20/2012				Human Services	212267	985-L2	3/20/2012	WC5765T	\$366.80	N	N	36	60	\$13,204.80	\$13,204.80	Capital Lease
3/20/2012	340			Health Dept	208760	985-L2	3/20/2012	WC7775P	\$863.45	N	N	48	60	\$41,445.60	\$41,445.60	Capital Lease
5/8/2012	380			Extention Service	213913	958-L2	5/8/2012	W5755T	\$219.78	N	N	36	60	\$7,912.08	\$7,912.78	Capital Lease
7/25/2012	1247			Law Library	218231	985-L2	7/25/2012	3235I	\$173.45	N	N	48	60	\$8,325.60	\$8,325.60	Capital Lease
8/7/2012	124			Precinct 4	219384	985-L2	8/7/2012	WC5745PT	\$178.63	N	N	36	60	\$6,430.68	\$6,430.68	Capital Lease
8/28/2012	122			PCT 2 (CRC)	220852	985-L2	8/28/2012	IR-2525	\$122.10	N	N	36	60	\$4,395.60	\$4,395.00	Capital Lease

Supplier_Part_No	Model Name	Description	MSRP	Applicable Discount from MSRP	600* Contract Purchase	985* Contract Payment 36 Months	985* Contract Payment - 48 Months	985* Contract Payment - 60 Months
2562B001AA	IR1026IF	ImagerUNNER 1026IF	2,400.00	55%	1,096.45	31.68	26.42	22.04
2563B001AA	IR1026N	ImagerUNNER 1026N	2,000.00	55%	913.71	26.31	22.02	18.37
2582B001AA	IR1026	ImagerUNNER 1025	1,500.00		761.42	21.93	18.35	15.30
0859B004AA	CST. UNI-N2	Cassette Feeding Module-N2	340.00		172.59	4.97	4.16	3.47
5709A007AA	CABINET-V1	Cabinet-V1	125.00	50%	63.45	1.83	1.53	1.28
0465B002AA	CST.-AD1	Cassette-AD1	80.00	50%	40.61	1.17	0.98	0.82
7782A001AA	CARDREADER-E1	Card Reader-E1	306.00	50%	155.33	4.47	3.74	3.12
0421B002AA	CARD ATTA-D2	Card Reader Attachment-D2	60.00	50%	30.46	0.88	0.73	0.61
0500A002AC	BASIC CD SET	Basic Card Set	167.00	50%	84.77	2.44	2.04	1.70
0499A004AB	CARD SET 1	Copy Card Set 1 (1 - 30)	153.00	50%	77.66	2.24	1.87	1.56
0499A005AA	CARD SET 2	Copy Card Set 2 (31-100)	336.00	50%	170.56	4.91	4.11	3.43
0499A006AA	CARD SET 3	Copy Card Set 3 (101-200)	448.00	50%	227.41	6.55	5.48	4.57
7518A003AA	BRILLE KT E1	Braille Label Kit-E1	35.00	50%	17.77	0.51	0.43	0.36
1348V957	CNV. STPL-A1	Convenience Stapler-A1	300.00	50%	152.28	4.39	3.67	3.06
2562B001AA	PCL P. KIT-AB	PCL Printer Kit-AB1	460.00	50%	233.50	6.72	5.68	4.69
0485B001BA	NW.IF IN-E11	Network Interface Adapter IN-E11	160.00	50%	81.22	2.34	1.86	1.63
1742B001AA	BARCODE-B1	Barcode Printing Kit-B1	800.00	50%	406.09	11.70	9.79	8.16
0388B003AA	GPR 22 DRUM	GPR-22 Drum Unit	133.00	40%	81.02	2.33	1.96	1.63
0386B003AA	GPR 22 TNR	GPR-22 Black Toner (8,400 impressions)	48.00	40%	29.24	0.84	0.70	0.59
2834B002AB	IR2526	ImagerUNNER 2526	3,500.00	55%	1,598.98	46.05	38.54	32.14
2835B001AB	IR2530	ImagerUNNER 2530	5,200.00	55%	2,375.63	68.42	57.25	47.75
2836B003AA	IR2535	ImagerUNNER 2535	7,000.00	55%	3,197.97	92.10	77.07	64.28
2836B004AB	IR2536I	ImagerUNNER 2536I	7,950.00	55%	3,631.98	104.60	87.63	73.00
2864B003AA	IR2545	ImagerUNNER 2545	9,000.00	55%	4,111.67	118.42	99.09	82.64
2864B004AB	IR2545I	ImagerUNNER 2545I	9,950.00	55%	4,545.66	130.92	109.56	91.37
2840B002AA	DADF-AB1	Duplexing Automatic Document Feeder-AB1	620.00	55%	283.25	8.16	6.63	5.69
2838B001AA	PLATEN COV P	Platen Cover Type P	75.00	50%	38.07	1.10	0.92	0.77
2848B001AA	CFUAE1	Cassette Feeding Unit-AE1 (2 x 550L)	910.00	50%	461.93	13.30	11.13	9.28
4625B002AA	CABINETTYPEC	Cabinet Type-C	137.00	50%	69.54	2.00	1.68	1.40
2849B001AA	FL CST-AJ1	FL Cassette-AJ1 (550/IM, Replacement for Cassette 1)	113.00	50%	57.36	1.65	1.38	1.15
2850B001AA	FL CST-AK1	FL Cassette-AK1 (550/L, Replacement for Cassette 2, 3, 4)	113.00	50%	57.36	1.65	1.38	1.15
3665B001AA	ENV ATCH-D1	Envelope Feeder Attachment-D1	200.00	50%	101.52	2.92	2.46	2.04
2846B001AA	INNERTRAY-G1	Inner 2Way Tray-G1	140.00	50%	71.07	2.05	1.71	1.43
2841B001AA	INNER FIN-B1	Inner Finisher-B1	1,200.00	50%	609.14	17.54	14.88	12.24
2844B001AA	FIN ADDTRYB1	Inner Finisher Additional Tray-B1 (Option for Inner Finisher-B1)	220.00	50%	111.68	3.22	2.69	2.24
8065A001AD	DOCU TRAY-J1	Document Tray-J1	55.00	50%	27.92	0.80	0.67	0.56
1266V426	U.SLIM KBD	USB Keyboard (Cherry)	110.00	50%	55.84	1.61	1.35	1.12
7782A001AB	CARDREADER-E1	Card Reader-E1	306.00	50%	155.33	4.47	3.74	3.12
0421B003AA	CARD ATTA-D3	Card Reader Attachment-D3	60.00	50%	30.46	0.88	0.73	0.61
0500A002AC	BASIC CD SET	Basic Card Set	167.00	50%	84.77	2.44	2.04	1.70
0499A004AB	CARD SET 1	Copy Card Set 1 (1-30)	153.00	50%	77.66	2.24	1.87	1.56
0499A005AA	CARD SET 2	Copy Card Set 2 (31-100)	336.00	50%	170.56	4.91	4.11	3.43
0499A006AA	CARD SET 3	Copy Card Set 3 (101-200)	448.00	50%	227.41	6.55	5.48	4.57
3726B002AA	CCC I/F-A1	Copy Control Interface Kit-A1	50.00	50%	25.38	0.73	0.61	0.51
1095B001AA	ADF ACCH-A1	ADF Access Handle-A1	139.00	50%	70.56	2.03	1.70	1.42
7518A004AA	BRILLE KT F1	Braille Label Kit-F1	35.00	50%	17.77	0.51	0.43	0.36
1348V957	CNV. STPL-A1	Convenience Stapler	300.00	50%	152.28	4.39	3.67	3.06
2860B001AA	PCL KIT-AF1	PCL Printer Kit-AF1	600.00	50%	304.57	8.77	7.24	6.12
2861B001AA	PS KIT-AF1	PS Printer Kit-AF1	600.00	50%	304.57	8.77	7.24	6.12
1742B001AC	BARCODE-B1 N	Barcode Printing Kit-B1	800.00	50%	406.09	11.70	9.79	8.16
2862B002AA	SEND KIT-Y1	Color Send Kit-Y1	400.00	50%	203.05	6.85	5.69	4.08

AI-33778

10. C.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

1. Approval to "rescind" action (taken by CC 04/17/12-CONSENT AI#31788) for payment request of Invoice#s 3, 4 & 5 as submitted by PRODIGY for "Professional Construction Management Services" for the "New Administration Offices/Building for Hidalgo County Precinct No. 4, in order to comply with the County Auditor's request as stipulated in AI-31788 with the following item;
2. Requesting approval of payment for **Invoice #3** as submitted by **PRODIGY** with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-235-10-25 (PO#666986), for "Professional Construction Management Services" for the "New Administration Offices/Building for Hidalgo County Precinct No. 4

BACKGROUND

Inv#3,4,5-Prodigy-AI-31788 (apprvd by cc on 04-17-12)  
Corrected Invoice#3 with breakdown from Prodigy

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-431-00-124-07X-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 666986 total available balance as of 8-24-12 \$43,750.00

Funds available in programs (075, 078, 079).

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Attachments

Apprvd AI-31788-Inv #3-4-5

Inv#3-Prodigy-C-11-235-10-25-Pct 4

Form Review

Form Started By: Letty Saenz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**SPECIAL MEETING – APRIL 17, 2012**

**BE IT REMEMBERED, that on this 17<sup>th</sup> day of April A.D., 2012, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

**HONORABLE RAMON GARCIA**

**HIDALGO COUNTY JUDGE**

**HONORABLE JOEL QUINTANILLA**

**COMMISSIONER, PRECINCT NO. 1**

**HONORABLE JOE M. FLORES**

**COMMISSIONER, PRECINCT NO. 3**

**HONORABLE JOSEPH PALACIOS**

**COMMISSIONER, PRECINCT NO. 4**

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

**AGENDA  
CC CONSENT  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
April 17, 2012  
9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC  
CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve the Consent Agenda, with the exception of items 8.A, 11.D, 11.F, and 11.I.

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve item 8.A, subject to submittal of affidavit.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve item 11.D, subject to submission of invoices.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve item 11.F, subject to submission of breakdown and capitalizing expenses.

**10. Auditor's Office: (Exhibit J)****A. AI-31708 Monthly collection reports for May and December 2011, and January and February 2012.**

<b>OFFICE</b>	<b>FEES &amp; COST</b>	<b>MONTH</b>
The Hon. Espiridion Jackson, Justice of the Peace	\$ 24,008.83	May 2011
The Hon. Charlie Espinoza, Justice of the Peace	\$ 66,013.15	December 2011
The Hon. Gilberto Saenz, Justice of the Peace	\$ 65,016.55	January 2012
The Hon. Rosa E. Trevino, Justice of the Peace	\$ 75,865.90	January 2012
The Hon. Homero Jasso, Justice of the Peace	\$ 16,238.90	January 2012
The Hon. Armando Barrera, Tax/Assessor Collector	\$ 64,238,486.75	January 2012
Mr. Eduardo Olivarez, Chief Administrative Officer	\$ 22,010.00	January 2012
The Hon. Joel Quintanilla, Comm. Pct. 1, Delta Lake	\$ 1,090.00	February 2012
The Hon. Celestino Avila, Constable Precinct No. 1	\$ 600.00	February 2012
The Hon. Gilberto Alaniz, Constable Precinct No. 2	\$ 620.00	February 2012
The Hon. Larry Gallardo, Constable Precinct No. 3	\$ 18,614.80	February 2012
The Hon. Daniel Marichalar, Constable Precinct No. 5	\$ 420.00	February 2012
Ms. Angie Chapa, Law Librarian	\$ 1,596.75	February 2012
Mr. Juan Martinez, Fire Marshal	\$ 6,553.00	February 2012
Mr. Eduardo Olivarez, Chief Administrative Officer	\$ 31,595.00	February 2012
The Hon. Arturo Guajardo, Hidalgo County Clerk	\$ 10,590.12	February 2012
The Hon. Gilberto Saenz, Justice of the Peace	\$ 87,849.05	February 2012
The Hon. Jesus E. Morales, Justice of the Peace	\$ 56,525.75	February 2012
The Hon. Bobby Contreras, Justice of the Peace	\$ 73,758.66	February 2012
The Hon. Rosa E. Trevino, Justice of the Peace	\$ 112,914.50	February 2012
The Hon. Luis Garza, Justice of the Peace	\$ 77,627.44	February 2012
The Hon. Charlie Espinoza, Justice of the Peace	\$ 147,845.50	February 2012
The Hon. Espiridion Jackson, Justice of the Peace	\$ 36,678.47	February 2012

**11. Purchasing Dept: (Exhibit K)****Notes:**

- A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**
- B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**
- A. AI-31786 Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:**
- 1. Invoice No. 11324073- \$49,350.00 for "La Homa ROW"- C-11-312-02-07**
  - 2. Invoice No. 11324084- \$14,358.15 for "Mile 2 North (From Moorefield Rd to La Homa Rd)"- C-11-195-06-28**

3. Invoice No. 11324092- \$10,500.00 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08;
  4. Invoice No. 11324091- \$24,080.65 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08;
  5. Invoice No. 11324100-\$99,237.93 for "Mile 2 North (Inspiration to Moorefield)
- B. AI-31703 Requesting approval to correct asset tag #44621 to 49174 for one Sig Sauer P226 weapon previously approved by Commissioners Court to be surplus for trade in value on January 24, 2012 (refer to AI #30443, item 7.A).
- C. AI-31880 Acceptance and approval of request for payment of Invoice #1102707-6 in the amount of \$32,981.98 as submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.
- D. AI-31874 Acceptance and approval of Invoice #11324071 in the amount of \$6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve item 11.D, subject to submission of invoices.

- E. AI-31846 Acceptance and approval of request for payment of Invoice #4766 in the amount of \$33,480.00 from Guzman & Munoz Engineering & Surveying, Inc. under Contract #C-11-202-08-09-PO#665966 amid Work Authorization No. 001 for Phase 2-Engineering Design Services in connection to the Professional Engineering Services of Constable Pct. 1 Office Building Project with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

- F. AI-31788 Requesting approval of payment for Invoices (as set forth below) and as submitted by PRODIGY with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-235-10-25 (PO#666986), for "Professional Construction Management Services" for the "New Administration Offices/Building for Hidalgo County Precinct No. 4";

1) Invoice #3 - \$ 4,375.00 - January

2) Invoice #4 - \$ 4,375.00 - February

3) Invoice #5 - \$ 4,375.00 - March

Grand Total \$13,125.00

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve item 11.F, subject to submission of breakdown and capitalizing expenses.

- G. AI-31784 Approval of final modifications to procurement packet as modified and recommended by Sheriff's Office for RFP: "Placement, Housing and Supervision of H.C. Inmates as previously approved on authority to advertise on CC meeting of 12-29-11. (Proj. No.: 2012-034-00-00CGA)
- H. AI-31787 Acceptance and approval of request for payment of invoices as submitted by L&G Consulting Engineers, Inc. with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed for the following invoices as follow:
1. Invoice #11324086-PO#596375-\$23,012.63-Engineering services for month of March 2012 (C-07-451-12-26 Amid WA#1)





**PRODIGY CONSTRUCTION MANAGEMENT LLC**  
 P.O. Box 6592  
 McAllen, TX 78502-6592  
[apalacios@prodigycompany.com](mailto:apalacios@prodigycompany.com)

**Invoice**

Period Billed	Invoice #
01-01-2012 to 01-31-2012	03

Office: (956)800-1122  
 Fax: (956) 800-4618  
 Bill To:

Hidalgo County PCT 4 1051 Doolittle Rd. Edinburg, TX 78542
--

**Project Name: Contract No: C-11-235-10-25 REQ: 00200617**

<b>Hidalgo County: Design and Construction New Administration Building Hidalgo Precinct No 4</b>
--

1-1342-431-00-124-075-0-720

P.O. No.	Vendor	Project
666986	388459	PCM-10-011

Estimated Project Total Cost: \$1,500,000.00 @ 3.5% = \$52,500.00

**Payment Schedule: Attachment E**

Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount DUE
1 Nov. 2011	\$4,375.00		\$52,500.00	\$4,375.00
2 Dec. 2011	\$4,375.00	\$8,750.00	\$43,750.00	\$4,375.00
3 Jan. 2012	\$4,375.00			\$4,375.00
4				
5				
6				
7				
8				
9				
10				
11				
12				



CC Construction Management Service. Estimated cost based on 3.5% of 1.5M for the construction of New Administration Offices/Building for Hidalgo Precinct No 4.

Owner Authorized Signature

Date



**PRODIGY CONSTRUCTION MANAGEMENT LLC**  
 P.O. Box 6592  
 McAllen, TX 78502-6592  
 apalacios@prodigycompany.com

**Invoice**

Period Billed	Invoice #
02-01-2012 to 02-29-2012	04

Office: (956)800-1122  
 Fax: (956) 800-4618  
 Bill To:

Hidalgo County PCT. 4 1051 Doolittle Rd. Edinburg, TX 78539
---

Project Name: Contract No: C-11-235-10-25 REQ: 00200617

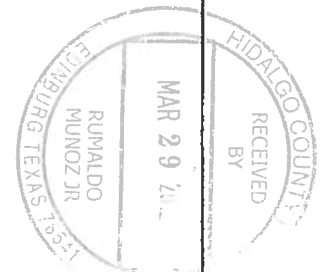
<b>Hidalgo County: Design and Construction New Administration Building Hidalgo Precinct No 4</b>
--

P.O. No.	Vendor	Project
666986	388459	PCM-10-011

Estimated Project Total Cost: \$1,500,000.00 @ 3.5% = \$52,500.00

**Payment Schedule: Attachment E**

Status	Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount DUE
1 Paid	Nov. 2011	\$4,375.00		\$52,500.00	\$4,375.00
2 Paid	Dec. 2011	\$4,375.00	\$8,750.00	\$43,750.00	\$4,375.00
3 Pending	Jan. 2012	\$4,375.00			\$4,375.00
4	Feb. 2012	\$4,375.00			\$4,375.00
5					
6					
7					
8					
9					
10					
11					
12					



CC Construction Management Service. Estimated cost based on 3.5% of 1.5M for the construction of New Administration Offices/Building for Hidalgo Precinct No 4.

Owner Authorized Signature

Date



**PRODIGY CONSTRUCTION MANAGEMENT LLC**  
 P.O. Box 6592  
 McAllen, TX 78502-6592  
 apalacios@prodigycompany.com

**Invoice**

Period Billed	Invoice #
03-01-2012 to 03-31-2012	05

Office: (956)800-1122  
 Fax: (956) 800-4618  
 Bill To:

Hidalgo County PCT. 4 1051 Doolittle Rd. Edinburg, TX 78539
---

Project Name: Contract No: C-11-235-10-25 REQ: 00200617

<b>Hidalgo County: Design and Construction New Administration Building Hidalgo Precinct No 4</b>
--

P.O. No.	Vendor	Project
666986	388459	PCM-10-011

Estimated Project Total Cost: \$1,500,000.00 @ 3.5% = \$52,500.00

**Payment Schedule: Attachment E**

Status	Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount DUE
1 Paid	Nov. 2011	\$4,375.00		\$52,500.00	\$4,375.00
2 Paid	Dec. 2011	\$4,375.00	\$8,750.00	\$43,750.00	\$4,375.00
3 Pending	Jan. 2012	\$4,375.00			\$4,375.00
4 Pending	Feb. 2012	\$4,375.00			\$4,375.00
5	March 2012	\$4,375.00			\$4,375.00
6					
7					
8					
9					
10					
11					
12					



CC Construction Management Service. Estimated cost based on 3.5% of 1.5M for the construction of New Administration Offices/Building for Hidalgo Precinct No 4.

Owner Authorized Signature

Date



# Purchase Order COUNTY OF HIDALGO

PO#: 666986

DATE: 11/23/11

Page No 1 Of 2

VENDOR: 388459                      REQ:00200617  
FAX (956)971-0069              Email:  
Phone:(956)821-8014  
PRODIGY CONSTRUCTION MANAGEMENT, LLC  
P.O. BOX 6592  
MCALLEN TX 78502-6592

BUYER:  
SHIP TO: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Vendor Acct:

CONTACT:  
SITE: COMMISSIONER, PRECINCT 4  
Contract No: C-11-235-10-25

Special Instructions:

PCT. REQ.# 1167

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	<p>DO NOT DUPLICATE ORDER</p> <p>AS PER CONTRACT C-11-235-10-25 APPROVED CC OF 10/25/11 UNDER AGENDA AI-29159</p> <p>CC PROFESSIONAL CONSTRUCTION MANAGMENT SERVICES FOR THE DESIGN AND CONSTRUCTION OF NEW ADMINISTRATION OFFICES / BUILDING FOR HIDALGO PRECINCT NO. 4 (ADMINISTRATIVE OFFICE, MAINTANCE FACILITY BUILDING AND STORAGE AND WAREHOUSE BUILDING) AS APPROVED COMMISSIONERS' COURT OF 10/25/2011 UNDER AGENDA ITEM AI-29159 CONTRACT C-11-235-10-25</p> <p>ARTICLE 4 COMPENSATION:</p> <p>4.2 (a) The Basic Services Compensation shall be three and a half percent (3.5%) of the lesser of (1) Owner's final budget for the Project and (1) One Million Five Hundred Dollars (\$1,500.00). Accordingly, the Basic Services Compensation will not exceed Fifty Two Thousand Five Hundred Dollars (\$52,000.00) regardless of the final budget.</p> <p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p> <p style="text-align: right;">Total</p> <p>***** For Hidalgo County use only 1-1342-431-00-124-075-0-720</p>	52,500.00	52,500.00
				52,500.00

2 -1342-431-00-124-078-0-720

Authorized by: Martín L. Salazar





# County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: AUGUST 13, 2012  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: INV. 03: CONTRACT #C-11-235-10-25

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #03 IN THE AMOUNT OF **\$21,729.05** FOR **PRODIGY CONSTRUCTION MANAGEMENT, LLC** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#666986**,

ACCOUNT: 2-1342-431-00-124-075-0-720	\$ 9,916.50
2-1342-431-00-124-078-0-720	\$11,375.00
2-1342-431-00-124-079-0-720	\$ 437.55

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

RUMALDO MUNOZ JR  
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES  
ATTACHMENTS:

Inv. #03  
P.O. **666986**



"Accountability that is Measurable and Attainable"

Bill To:	
TO:	Attn: Mr. Stever Cruz, Program Manager County Offices for Precinct 4 1051 N. Doolittle Rd Edinburg, Tx 78542
Copy To:	Romaldo Munoz, Jr. Accounts Payable Specialist II 1051 N. Doolittle Rd Edinburg, Tx 78542

INVOICE	
Invoice Number:	3
Invoice Date:	8/8/2012
Billing Period:	Jul-12
Project Number:	PCM-10-011
Customer Name:	Hidalgo County Precinct 4
Contract No.	C-11-235-10-25
Prodigy CM Contact	Alex Palacios

Please Make and Send Payment to:	
Prodigy Construction Management	
Attn: Accounts Receivable	
P.O. Box 6592	
McAllen, Tx 78502-6592	
Payment Terms - 30 Days	

PURPOSE OF INVOICE	
This invoice is pursuant to the Construction Management Services Agreement by and between Prodigy Construction Management, LLC, and Hidalgo County Precinct 4.	
This invoice is for the original scope of work pursuant to the agreement noted above.	
Application #	3

DESCRIPTION OF AMOUNTS	
<u>Construction Management Services</u>	
ORIGINAL CONTRACT PRICE	\$ 52,500.00
APPLICABLE ADDITIONAL SERVICES	\$ -
REVISED CONTRACT PRICE	\$ 52,500.00
PROJECT COMPLETED AS OF DATE OF INVOICE	58.06%
TOTAL PROJECT AMOUNT COMPLETED AND PAYABLE	\$ 30,479.05
LESS: AMOUNT OF PREVIOUS APPLICATIONS	\$ 8,750.00
PLEASE PAY THIS AMOUNT:	\$ 21,729.05

--- THANK YOU FOR CHOOSING PRODIGY TO PROVIDE YOU WITH SUPERIOR CONSTRUCTION MANAGEMENT SOLUTIONS ---

Pot. # 1167  
 Pur. Req. # 200617  
 P.O. # 666986

2- 1342-431-00-124-075-0-720 \$9,916.50  
 2- 1342-431-00-124-075-0-739 \$ -0-  
 2- 1342-431-00-124-078-0-720 \$ 11,375.00  
 2- 1342-431-00-124-078-0-739 \$ -0-  
 2- 1342-431-00-124-079-0-720 \$ 437.55

Invoice Received By: [Signature] on 8-9-12  
 Goods/Services Received By: [Signature] on 8-9-12

HIDALGO COUNTY PCT. #4  
 RECEIVED BY  
 AUG 09 2012  
 EDINBURG, TEXAS 78542

Hidalgo County Precinct 4 Administration and Maintenance Buildings  
 Job # PCM-10-011  
 Owner PO# 666986

Application No. 3  
 Application Date 8/8/2012

AUG 09 2012

RECEIVED BY HIDALGO COUNTY PCT #4

A Item	B Description of Work	C Scheduled Value	D Work Completed		F Total Completed and To Date		G Balance to Finish (C-F)
			From Previous Applications	This Period	(D + E)	(%)	
1	<b>Maintenace Building 9216 s.f.</b>					\$ -	\$ -
2	Schematic Design	10% \$ 2,333.30	\$ 2,333.30	\$ -	\$ 2,333.30	100%	\$ -
3	Design Development	15% \$ 3,499.95	\$ 1,750.00	\$ 1,749.95	\$ 3,499.95	100%	\$ -
4	Construction Documents	30% \$ 6,999.90		\$ 6,999.90	\$ 6,999.90	100%	\$ -
5	Bidding	5% \$ 1,166.65		\$ 1,166.65	\$ 1,166.65	100%	\$ -
6	Construction Administration	38% \$ 8,866.54			\$ -	0%	\$ 8,866.54
7	Parking Lot Construction Administration	2% \$ 466.66			\$ -	0%	\$ 466.66
8	Additional Services Maintenance Building	\$ -					
9							
10	<b>Administration Building 8200 s.f.</b>				\$ -		\$ -
11	Schematic Design	10% \$ 2,625.00	\$ 2,625.00	\$ -	\$ 2,625.00	100%	\$ -
12	Design Development	15% \$ 3,937.50	\$ 1,750.00	\$ 2,187.50	\$ 3,937.50	100%	\$ -
13	Construction Documents	30% \$ 7,875.00		\$ 7,875.00	\$ 7,875.00	100%	\$ -
14	Bidding	5% \$ 1,312.50		\$ 1,312.50	\$ 1,312.50	100%	\$ -
15	Construction Administration	38% \$ 9,975.00			\$ -	0%	\$ 9,975.00
16	Parking Lot Construction Administration	2% \$ 525.00			\$ -	0%	\$ 525.00
17	Additional Services Administration Building						
18							
19	<b>Storage Facility 3750 s.f.</b>						
20	Schematic Design	10% \$ 291.70	\$ 291.70	\$ -	\$ 291.70	100%	\$ -
21	Design Development	15% \$ 437.55		\$ 437.55	\$ 437.55	100%	\$ -
22	Construction Documents	30% \$ 875.10			\$ -	0%	\$ 875.10
23	Bidding	5% \$ 145.85			\$ -	0%	\$ 145.85
24	Construction Administration	40% \$ 1,166.80			\$ -	0%	\$ 1,166.80
25	Additional Services Storage Facility				\$ -		
Original contract Amount		\$ 52,500.00	\$ 8,750.00	\$ 21,729.05	\$ 30,479.05	58.06%	\$ 22,020.95



# Purchase Order COUNTY OF HIDALGO

PO#: 666986

DATE: 11/23/11

Page No 1 Of 2

VENDOR: 388459                      REQ:00200617  
FAX (956)971-0069              Email:  
Phone:(956)821-8014  
PRODIGY CONSTRUCTION MANAGEMENT, LLC  
P.O. BOX 6592  
MCALLEN TX 78502-6592

BUYER:  
SHIP TO: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Vendor Acct:

CONTACT:  
SITE: COMMISSIONER, PRECINCT 4  
Contract No: C-11-235-10-25

Special Instructions:

PCT. REQ.# 1167

**VENDOR NOTES**

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		Total		52,500.00
		***** For Hidalgo County use only 1-1342-431-00-124-075-0-720	52,500.00	

Approved by:

*Marta L. Salazar*



# Purchase Order COUNTY OF HIDALGO

PO#: 666986

DATE: 11/23/11

Page No 2 Of 2

VENDOR: 388459                      REQ:00200617  
FAX (956)971-0069              Email:  
Phone:(956)821-8014  
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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Approved -----		
(1)		2-1342-431-00-124-075-0-720	\$22,866.34	
(1)		2-1342-431-00-124-075-0-739	\$ 466.66	
(1)		2-1342-431-00-124-078-0-720	\$ 25,725.00	
(1)		2-1342-431-00-124-078-0-739	\$ 525.00	
(1)		2-1342-431-00-124-079-0-720	\$ 2,917.00	

Authorized by: Martina L. Salazar

AI-33765

10. D.

CC CONSENT

Meeting Date: 08/27/2012

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend for a one (1) year term as stipulated and provided in the contracts identified under the same rates, terms and conditions the following:

1. C-11-058-08-02-Armored Car Services with Rochester Armored Car Co., for Hidalgo Co.;
2. C-05-321-10-18-Lease of Space in the City of Alamo with GBB Rentals, LTD, for the WIC Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-15-140-001-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Tax Office

FISCAL YEAR: 2012

ACCT. #: 2-1297-423-00-320-002-1-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

BASIC SUPERVISION-OTHER SERVICES

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-16-150-001-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

County Treasurer

FISCAL YEAR: 2012

ACCT. #: 2-100-412-00-090-001-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

District Clerk

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-40-180-001-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Co. Clerk

FISCAL YEAR: 2012

ACCT. #: 2-1292-441-00-350-001-2-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Lease of Office Space for WIC Program

---

Attachments

Rochester Armored Extension

GBB Rentals-1 Yr Extension

Form Review

Form Started By: Rocio Villarreal

Started On: 08/24/2012

Final Approval Date: 08/24/2012



PURCHASING DEPARTMENT  
County Of Hidalgo

August 15, 2012

Rochester Armored Car Co., Inc.  
William (Bill) Shea, Sales & Service  
3937 Leavenworth St.  
Omaha, NE 68105

Via-Facsimile (402) 558-9326  
Via-mail: wpshea@rocarmco.com

Re: Extension of Agreement-C-11-058-08-02-Armored Car Services for Hidalgo County

Dear Mr. Shea:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 28, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, August 17, 2012, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: Bill Shea

Date: 8/16/2012

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

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

Sincerely,

  
Rocio Villarreal, Contracts Manager  
Hidalgo County Purchasing Department



POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CCI 0262931	06/30/2012	06/30/2013	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS			AGENT	
ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 OMAHA NE 68101			THE HARRY A KOCH COMPANY 14010 FNB PARKWAY PO BOX 45279 OMAHA NE 68145	

ENDORSEMENT

Schedule of Recipients of Notice of Cancellation

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 6/30/2012  
at 12:01 A.M. standard time

SCHEDULE:

PER SCHEDULE ON FILE WITH COMPANY

A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation. 10 day notice applies to non payment of premium.

B. If you cancel this policy, we will mail to the person or organization named in the schedule of this endorsement, written notice of cancellation.

POLICY NUMBER CCU 0262931	POLICY PERIOD 06/30/2012	06/30/2013	COVERAGE IS PROVIDED IN THE GENERAL CASUALTY CO OF WI	AGENCY 0260759
NAMED INSURED AND ADDRESS ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 OMAHA NE 68101			AGENT THE HARRY A KOCH COMPANY 14010 FNB PARKWAY PO BOX 45279 OMAHA NE 68145	

ENDORSEMENT

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POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
BA 3198343	06/30/2012	06/30/2013	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS			AGENT	
ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 OMAHA NE 68101			THE HARRY A KOCH COMPANY 14010 FNB PARKWAY PO BOX 45279 OMAHA NE 68145	

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Willis IIB, Inc.		NAMED INSURED Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

**LIMITS:**  
 \$100,000,000 each and every loss for transit  
 \$100,000,000 each and every loss for Omaha location  
 \$ 42,000,000 each and every loss for Fargo location  
 \$ 50,000,000 each and every loss for McAllen location  
 \$ 45,000,000 each and every loss for Des Moines location  
 \$ 33,000,000 each and every loss for Iowa City location  
 \$ 30,000,000 each and every loss for Sioux Falls location  
 \$ 20,000,000 each and every loss for all other locations

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-11-058-08-02**

THIS CONTRACT is made and entered into this 2<sup>nd</sup> day of August, 2011 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rochester Armored Car Co., Inc.**, an Incorporation of Nebraska ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Armored Car Services**" (the "Services"); and

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

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

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

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

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

3. This Contract shall be for a period beginning **September 5, 2011** and ending on **September 4, 2012** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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

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

or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County: **The County of Hidalgo  
Attn: County Judge  
1615 S. Closner, Suite J  
Edinburg, Texas 78539**

If to Company: **Rochester Armored Car Co., Inc.  
Attn: William Shea, Sales & Service  
3937 Leavenworth Street  
Omaha, NE 68105**

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

14. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under

this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2011.

COUNTY OF HIDALGO

COMPANY:  
**Rochester Armored  
Car Co., Inc.**



Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 8-2-11 *RO*



William P. Shea, Sales & Service

ATTEST:

  
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: 8-2-11

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

By:   
Stephen L. Crain

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



PURCHASING DEPARTMENT  
County Of Hidalgo

June 21, 2011

(Company's, address, city, state)

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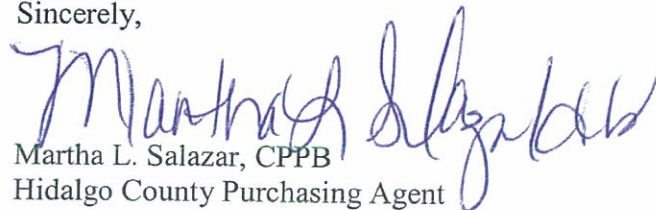
Re: **HIDALGO COUNTY -  
REQUEST FOR BID-"ARMORED CAR SERVICES"  
Bid No.: 2011-058-07-06-SMA**

Dear Prospective Bidder:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma

Enclosures



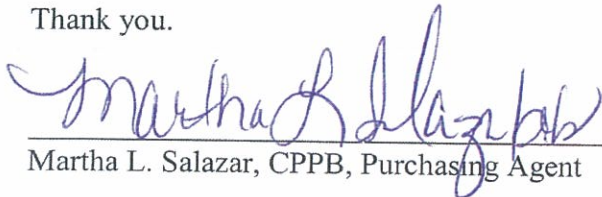
PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BIDS (RFB) CHECKLIST**  
**HIDALGO COUNTY**  
**“ARMORED CAR SERVICES”**  
**RFB NO: 2011-058-07-06-SMA**

1. Request For Bid Letter, consist of   1   page.
2. Request for Bid, Legal Notice, consisting of   8   pages.
3. Exhibit “A” Specifications, consisting of   3   pages.
4. Exhibit “B” Bid Page, consists of   1   page.
5. Exhibit “C” Insurance Requirements, consisting of   4   pages.
6. Exhibit “D” Conflict of Interest Questionnaire (CIQ), consists of   1   page.
7. Vendor/Bidder Application and W-9 form(s) consisting of   6   pages.
8. Certification Regarding Debarment, consists of   1   page.
9. Draft Service Contract, consisting of   8   pages.

The above mentioned items shall be found in the Request for Bids RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

        June 21, 2011          
Date

# **LEGAL NOTICE**

REQUEST FOR BIDS

HIDALGO COUNTY

*“Armored Car Services”*

RFB No. 2011-058-07-06-SMA

**Bid No: 2011-058-07-06-SMA**

**Buyer: Sandra Montalvo**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

**HIDALGO COUNTY**

**“ARMORED CAR SERVICES”**

**BID OPENING DATE: July 06, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Highway 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-ARMORED CAR SERVICES"** 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-2011-058-07-06-SMA- HIDALGO COUNTY-ARMORED CAR SERVICES"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 06, 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-2011-058-07-06-SMA-HIDALGO COUNTY-ARMORED CAR SERVICES**  
  
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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(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) and Contract Number
    - e) Notation "**HIDALGO COUNTY-ARMORED CAR SERVICES**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office  
Ray Eufrazio, County Auditor  
2808 S. Business Hwy. 281  
Edinburg, Texas 78539**

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>JULY 06, 2011</u></b>
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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse**  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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 to 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.

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Bid  
for  
**“HIDALGO COUNTY-ARMORED CAR SERVICES”**  
**BID NO.: 2011-058-07-06-SMA**

To: Martha L. Salazar, CPPB, Purchasing Agent  
 Hidalgo County Purchasing Department  
 2802 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: \_\_\_\_\_

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**

Hidalgo County (all funding sources)

*"Armored Car Services"*

Bid No. 2011-058-07-06-SMA

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**SCOPE OF SERVICES:**

HIDALGO COUNTY is seeking bids from qualified bidder(s) with which to establish a contract for the purposes of "Armored Car Services" on an "As Needed Basis".

- 1) Bidder(s) will be responsible for providing for picking up and transporting, on an "As Needed Basis", deposits from numerous Hidalgo County Departments, and depositing into County's bank account.
- 2) Bidder(s) will provide armed, uniformed and bonded personnel. Every shipment must be totally insured against loss.
- 3) Bidder(s) will be required to deliver change and/or bank supplies at the time deposits are picked up.

**BANK DEPOSITORY ACCOUNT:**

- 1) Hidalgo County's Depository Bank is currently First National Bank; however, the County might do future business with another Depository Bank within the Hidalgo County area.
- 2) Hidalgo County's main Bank Depository is "First National Bank", located at 100 W. Cano Street, Edinburg, Texas. Deposits may be deposited at any local listed "First National Bank" branch locations.
- 3) Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder, or to multiple bidders; whichever is most advantageous to the County.
- 4) *Hidalgo County Elected Official, department head, and/or their designees/contact person* will instruct bidder(s) to as to where/which "First National Bank" branch location site(s) the deposits are to be transported to.

**TERMS AND CONDITIONS:**

- 1) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term under the same rates, terms and conditions.
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 3) After bid is awarded and successful awarded vendor defaults in meeting the "general instructions to bidder(s)" and/or complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

**REQUIREMENTS:**

- 1) Bidder(s) must be licensed by the "Texas Board of Private Investigators and Private Security Agencies". All of bidder(s)' personnel associated with this bid must also have the proper licenses by the "Texas Board of Private Investigators and Private Security Agencies".
- 2) Bidder(s) will provide and maintain all the required "Insurances and Bonds" as described and listed in "Exhibit C" and under "Legal Notice"-page 4-item #18.
- 3) Hidalgo County reserves the right to hold bid(s) for a period of ninety (90) days without taking action.
- 4) "Any" and "All" costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder(s) and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- 5) All applicable forms in this packet must be filled out in its entirety and submitted with bid response.

**LOCATION OF DEPARTMENT'S- PICKUPS AND LIABILITY AMOUNT(S)\***

The following locations listed below are to be considered minimum. The County reserves the right to request additional and or reduce the number of locations as necessary and Vendor agrees to comply with such requests.

<b>HIDALGO COUNTY CLERK</b> <b>ARTURO GUAJARDO, JR., COUNTY CLERK</b>				
Hidalgo County Co. Courthouse 100 N. Clossner Edinburg, Texas 78539		Regular time of deposit: <u>3:00 p.m.</u> Bank Name/Location: <u>First National Bank/Edinburg</u> Deposit to be picked-up: <u>(1) Once a day</u> Approximate amount of deposit: <u>\$25,000.00 per day/week</u>		
SUB-STATION/LOCATIONS		TIME OF DEPOSIT	PICK-UP	
McAllen SUB-STATION 419 Nolana, Ste B McAllen, Tx 78501 approximate amount of deposit: \$3,000		4:00 p.m.	1 (once a day)	
<b>HIDALGO COUNTY DISTRICT CLERK</b> <b>LAURA HINOJOSA, DISTRICT CLERK</b>				
Hidalgo County Courthouse 100 N. Clossner, 1 <sup>ST</sup> floor Edinburg, Texas 78539		Regular time of deposit: <u>Mornings</u> Bank Name/Location: <u>First National Bank/Edinburg</u> Deposit to be picked-up: <u>(1) Once a day</u> Approximate amount of deposit: <u>\$40,000.00 - \$7,000,000.00 per day/week</u>		
<b>HIDALGO COUNTY TREASURER'S OFFICE</b> <b>NORMA G. GARCIA, TREASURER</b>				
Hidalgo County Treasurer's Office 2810 S. Business Hwy. 281 Edinburg, Texas 78539		Regular time of deposit: <u>4:30 p.m.</u> Bank Name/Location: <u>First National Bank/Edinburg</u> Deposit to be picked-up: <u>(1) Once a day</u> Approximate amount of deposit: <u>\$20,000.00 - \$4,000,000.00 per day/week</u>		
<b>HIDALGO COUNTY TAX ASSESSOR COLLECTOR</b> <b>ARMANDO BARRERA JR., RTA</b>				
Hidalgo County Tax Office 2804 S. Business Hwy. 281 Edinburg, Texas 78539		Bank Name/Location: <u>First National Bank / 1920 S. Clossner. Edinburg</u> Approximate amount of deposit: <u>\$4,065,000.00 per day/week</u>		
Ms. YOLANDA VILLESAS, Dept. Head Hidalgo County Auto License Dept. 2804 S. Business Hwy. 281 Edinburg, Texas 78539 (956) 318-2157 phone (956)318-2733 fax	SUB-STATION/LOCATIONS		TIME OF DEPOSIT	PICK-UP
	EDINBURG TAX OFFICE 2804 S. Bus. Hwy 281 Edinburg, Tx 78539 (956) 318-2157 phone (956)318-2733 fax		3:00 p.m.	1 (once a day)
	MISSION TAX OFFICE SUB-STATION 722 N. Breyfogle Mission Tx 78574 956-581-8898 or 956-205-7050 office 956-580-7425 or 956-205-7059 fax		2:00 p.m.	1 (once a day)
	WESLACO TAX OFFICE/PCT #1 BLDG. COMPLEX 1902 Joe Stephens Weslaco, Tx 78596 (956)-973-7825 office (956)-973-7829 fax		1:30 p.m.	1 (once a day)
	SAN JUAN TAX OFFICE/WIC BLDG. 509 E. Earling Rd San Juan Tx 78589 956-283-1645 phone 956-283-1855 fax		11:00 a.m	1 (once a day)
	PHARR TAX OFFICE SUB-STATION 300 W. Hall Acres, Suite C Pharr, Tx 78577 956-784-3565 office 956-784-3556 or 3557 fax		2:30 p.m.	1 (once a day)
	ALAMO SUB-STATION 1429 S. Tower Rd Alamo, Tx 78516 956-784-8688 phone 956-74-3539 fax		2:00 p.m.	1 (once a day)
	APPROXIMATE AMOUNT OF DEPOSIT: <u>\$ 424,000.00 per day/week</u>			

**HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS  
DEPARTMENT (ADULT PROBATION)**

**Mr. Arnold Patrick, Director**

Hidalgo County Community Supervision &  
Corrections Department  
3100 S. Business Hwy. 281  
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.  
Bank Name/Location: First National Bank / 100 W. Cano Street, Edinburg  
Deposit to be picked-up: (1) Once a day  
Approximate amount of deposit: \$10,000.00-\$45,000.00 per day

**DEPOSITORY BANK BRANCH LOCATIONS/SITES:**

Deposits may be made at any of the following branch locations, however any and all deposits will be taken to the branch location site as requested and directed by the *Hidalgo County Elected Official, department head, and/or their designees/contact person.*

**FIRST NATIONAL BANK BRANCH LOCATIONS/SITES**

<b>Alamo</b>	1329 W. Expressway 83, Alamo
<b>Delta</b>	900 E. Highway 107, Elsa
<b>Donna</b>	503 N.D. Salinas
<b>Edinburg</b>	100 W. Cano 1920 S. Closner 320 E. University 2810 N. Closner
<b>Hidalgo</b>	524 S. Bridge
<b>La Joya</b>	701 E. Expressway 83
<b>McAllen</b>	212 N. 23rd. Street 1821 S. 10th Street 7201 N. 10th Street
<b>Mercedes</b>	301 S. Texas Avenue
<b>Mission</b>	1709 N. Conway
<b>Pharr</b>	1311 S. Cage Blvd. 100 E. Nolana
<b>Weslaco</b>	621 S. International Drive (Weslaco-1015) 911 W. Expressway 83 (Weslaco-Border)

**ADDITIONAL INFORMATION**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JUNE 29, 2011, 5:00 P.M.** Responses will be sent to all applicants via email by no later than, **5:00 P.M., Friday, JULY 01, 2011.**

**EXHIBIT "B"**

Bid Page

HIDALGO COUNTY

*"Armored Car Services"*

BID No. 2011-058-07-06-SMA

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DESCRIPTION	Price per Location	Total Monthly Charge
Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the same terms and conditions.		

**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP CODE:

\_\_\_\_\_

PHONE & FAX NO'S:

\_\_\_\_\_

CELLULAR NO:

\_\_\_\_\_

E-MAIL ADDRESS:

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE

\_\_\_\_\_

**EXHIBIT "C"**

**INSURANCE REQUIREMENTS**

**REQUEST FOR BIDS**

**HIDALGO COUNTY**

*"Armored Car Services"*

**RFB No. 2011-058-07-06-SMA**

# **EXHIBIT "C"**

## **Insurance Requirements**

### **Applicable to the Acquisition of Goods and /or Services (other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any auto fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any auto person) \$
	<input type="checkbox"/> OWNER S & CONT. PROT				PER PERSON & ADV INJURY \$
	<input type="checkbox"/> OWNER S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER- POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
					AGG
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU. <input type="checkbox"/> OTHER TORY LIMITS
					E. L. EACH ACCIDENT \$
					E. L. DISEASE-EA EMPLOYEE \$
					E. L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bond (if applicable) \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
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.	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> 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.)		
<b>3</b> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
_____ Signature of person doing business with the governmental entity		_____ Date

**VENDOR'S APPLICATION**

**&**

**W-9 FORM**

REQUEST FOR BIDS

HIDALGO COUNTY

*"Armored Car Services"*

RFB No. 2011-058-07-06-SMA



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_ %  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 9932 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special Rules for Partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CERTIFICATION**  
**REGARDING DEBARMENT**

REQUEST FOR BIDS

HIDALGO COUNTY

*“Armored Car Services”*

RFB No. 2011-058-07-06-SMA

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT “B”  
BID PAGE**

**EXHIBIT "B"**  
Bid Page  
HIDALGO COUNTY  
"Armored Car Services"  
BID No. 2011-058-07-06-SMA

OPENED  
9:42  
7-6-11  
Witnessed

DESCRIPTION	Price per Location	Total Monthly Charge
Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the same terms and conditions.	\$236.50	\$2,601.50

**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Rochester Armored Car Co., Inc.

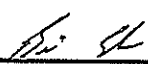
ADDRESS: 3937 Leavenworth Street

CITY/STATE/ZIP CODE: Omaha, NE 68105

PHONE & FAX NO'S: 800-558-9323 / 402-558-9326

CELLULAR NO: 402-510-2934

E-MAIL ADDRESS: wpshea@rocarmco.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: William (Bill) Shea

TITLE: Sales & Service

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2011

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).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 402-861-7000 E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rochester Armored Car Co., Inc. P.O. Box 8 D.T.S. Omaha NE 68101	<b>INSURER A:</b> Regent Insurance Company      24449	
	<b>INSURER B:</b> General Casualty Co. of Wisconsin      24414	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1174086783      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CCI0262931	6/30/2011	6/30/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA3198343	6/30/2011	6/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CCU0262931	6/30/2011	6/30/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWC0262931	6/30/2011	6/30/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b> Hidalgo County 2802 S. Business Hwy 281, New Administration Bldg Edinburg TX 78539	<b>CANCELLATION</b> 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2010

Page 1 of 2

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 Willis IIB, Inc. 10 Woodbridge Center Dr. Suite 601 Woodbridge, NJ 07095	CONTACT NAME:		
	PHONE (A/C, NO, EXT): 732-855-3155	FAX (A/C, NO): 732-855-3158	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	INSURER A: Navigators Insurance Company	42307-002	
	INSURER B: Underwriters at Lloyd's London	15792-001	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15153881 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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Armored Car Transit,			NY07ILM006353-04	1/1/2011	1/1/2014	SEE DESCRIPTION FOR LIMITS
B	Vault and Safe Risk			11076W11	1/1/2011	1/1/2014	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
SEE ATTACHED FOR LIMITS

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Purchasing Dept.  
2802 So. Business Hwy 281  
New Administration Building  
Edinburgh, TX 78539

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

*Jeanne Epp*



## ADDITIONAL REMARKS SCHEDULE

AGENCY Willis IIB, Inc.		NAMED INSURED Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**LIMITS:**  
 \$100,000,000 each and every loss for transit  
 \$100,000,000 each and every loss for Omaha location  
 \$ 42,000,000 each and every loss for Fargo location  
 \$ 50,000,000 each and every loss for McAllen location  
 \$ 45,000,000 each and every loss for Des Moines location  
 \$ 33,000,000 each and every loss for Iowa City location  
 \$ 30,000,000 each and every loss for Sioux Falls location  
 \$ 20,000,000 each and every loss for all other locations

AGENDA



CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 02, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call Comm. Quintanilla out
2. Pledge of Allegiance All
3. Prayer Monica Badillo
4. Approval of Consent Agenda 10 E 1 & 2, 10m and n pulled
5. Open Forum
6. Executive Officer - Valde Guerra:
A. 1. Requesting exemption from competitive bidding requirements...
2. Requesting engagement with the firm of ... for the "Provision of Legal Services/Representation in connection with Litigation"
B. AI-27802 Fire Marshal: Approval of Hidalgo County Rural Emergency Services Agreement for the year 2012-2013
7. County Judge's Office: Rick Alvarez
A. AI-27808 Discussion regarding proposed Public Hearings pertaining to new county precinct boundaries
8. Sheriff's Office - Chief Martinez: Capt Espinosa
A. AI-27733 Presentation for discussion, consideration and approval to accept three car booster seats and three car convertible car seats...
9. Tax Office - Armando Barrera:
A. AI-27735 Approval of Annual Report for July 1st, 2010 through June 30th, 2011.
10. Health & Human Services Department - Eddie Olivarez:

approved

approved

report

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

nothing to report

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. **Presentation for discussion, consideration and action**

nothing to report a-c

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. AI-27809

approved

Acceptance and approval of the final negotiated contract document with Brian Godinez dba/Godinez Communications for the provision of "Professional Consulting Services to Assit, Assess, Review and Facilitate Hidalgo County's Revenue and Expenditure Efficiencies in Various Public and Private Sector (Including All Funding Sources, Programs and entities)"

5. AI-27780

no action

a. Approval to nominate at least three (3) architectural and/or engineering firms (whichever professional service is most appropriate for task requested) from the approved "pools" for evaluation through the County's protocol for engagement to perform services for the development of a County-wide study assesing all buildings (as determined & identified by CC) by precinct, including an Existing Condition Analysis, a Needs Analysis, and the development of a twenty (20) year Facilities Capital Improvement Program.

no action

b. Approval to select an evaluation committee to score/grade the Statements of Qualifications of the nominated firms.

6. AI-27779

approved

Discussion, and applicable action on County's option to issue the sixty (60) day notice of renewing the last year's extension (as per Article 1.2 Renewal or Termination), with Edinburg Real Estate Network, Inc., for the "Lease of Office Space at the Medplex Building."

7. AI-27775

approved

Recommending award of bid and approval of contract document to sole bidder (Rochester Armored Car Co.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Armored Car Services" RFB No. 2011-058-07-06-SMA.

8. AI-27719

approved

a. Recommendation to reject submitted Statements of Qualifications received only and as yet unopened for the Request For Qualifications No. 2011-175-07-20-YZV "Legal Consultant to Assist with Negotiation of Contracts" and cancel title as originally published;

approved

b. Authority to re-advertise a new Request for Qualifications Project titled: "Professional Architectural and Engineering Consultants to assist Hidalgo County with the Negotiation of



PURCHASING DEPARTMENT  
County Of Hidalgo

August 22, 2012

GBB Renals, Ltd.  
Enrique Garza, President  
PO Box 8064  
Weslaco, TX 78599

**CERTIFIED MAIL**  
**7099 3220 0002 9745 6807**  
Via-Facsimile: (956) 969-2211

Re: Extension of Agreement No. C-05-321-10-18-Lease of Space in the City of Alamo for the WIC Program

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 28, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, August 17, 2012, via facsimile to (956) 956-318-2629 or email to : [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us).

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

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

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

Sincerely,

Rocio Villarreal  
Contracts Manager

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HIDALGO     §

**LEASE  
C-05-321-10-18**

THIS LEASE is made and entered into by and between, **GBB Rentals, LTD**, Texas Limited Partnership, of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years with an option to extend for three (3) years additional one (1) year terms, commencing on, September 1, 2006 and ending on September 1, 2011 .

**Termination**

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

## **Lessor's Warranty of Quiet Enjoyment**

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## **ARTICLE 2. RENT**

### **Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **\$4000.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### **Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1<sup>st</sup> business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at P.O. Box 8064, Weslaco, Texas 78599 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

## **Taxes**

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

## **ARTICLE 3. USE OF PREMISES**

### **Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

### **Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## **ARTICLE 4. REPAIRS AND MAINTENANCE**

### **Lessee's Duty to Repair**

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

### **Lessor's Duties to Repair**

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems (“HVAC”) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee’s negligent use of the Leased Premises.

#### **Additional Duties of Lessor**

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.

**Lessee's Right to Repair for Lessor**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

**ARTICLE 5. UTILITIES**

**Utility Charges**

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

**ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

**Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

## **Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. SIGNS**

### **Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## **ARTICLE 8. MECHANIC'S LIEN**

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## **ARTICLE 9. INSURANCE AND INDEMNITY**

### **Property Insurance**

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### **General Liability Insurance**

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

### **Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance

showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

### **Total Destruction**

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

### **Partial Damage or Destruction**

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working

days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

## **ARTICLE 11. CONDEMNATION**

### **Total Condemnation**

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

### **Partial Condemnation**

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee

may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

### **Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## **ARTICLE 12. DEFAULT**

### **Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease

term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

#### **Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

#### **Cumulative Remedies**

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

#### **Waiver of Breach**

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13. ASSIGNMENT AND SUBLETTING

### Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

### Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:  
GBB Rentals, LTD  
Attn: Spencer Bell  
5310 Garrett Road  
Harlingen, TX 78552

Lessee:  
County of Hidalgo  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

### **Parties Bound**

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

### **Texas Law to Apply**

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

### **Legal Construction**

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

### **Prior Agreements Superseded**

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

### **Amendment**

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

### **Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

### **Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

### **Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

### **Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the \_\_\_\_ day of \_\_\_\_\_,  
2006.

**LESSOR:**

**GBB Rentals, Ltd.**

By: 

Printed Name: SPENCER BELL

Title: PARTNER

**ATTEST:**

  
Eddy Trevino, Acting County Clerk

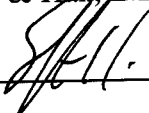
**LESSEE:**  
HIDALGO COUNTY, TEXAS

By:   
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 10-18-05

Approved on Commissioners' Court October 18, 2005

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

By: 



**EXHIBIT "A"**  
**SPECIFICATIONS &**  
**LEGAL DESCRIPTION**

## EXHIBIT "A"

### HIDALGO COUNTY- WIC PROGRAM "Lease space WIC-Clinic in the City of Alamo" BID No. 05-321-10-05-JMT

#### SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

##### Scope of Services:

1. Building should be in good working condition, space shall have the designated rooms or areas for conducting the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms. Said office space should be located in a major thoroughfare in the city of Alamo, Texas.
2. Must provide a max. of 4,000 square feet of available space to provide WIC services.
3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.
4. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.
5. A minimum of 30 parking spaces for clients, 10 spaces for employees parking and should be available at least two (2) designated handicap parking spaces, with ramp access from such spaces to the building.
6. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up.
7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping Building free of mold and rodents at all time.
8. Floors should have commercial or ceramic tile, no carpeting.
9. Lessor is responsible for floor maintenance and extermination services.

**Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.**

## **EXHIBIT "A"**

9.88 acres out of Lot 13, Block 37 Alamo Land and Sugar Company Subdivision in the City of Alamo

**EXHIBIT "B"**  
**VENDOR'S RESPONSE**

# EXHIBIT "B"

## BID FORM

### THE COUNTY OF HIDALGO - WIC PROGRAM

"Lease space WIC-Clinic in the City of Alamo"

BID No.: 05-321-10-05-JMT

Bid Opening Date: October 05, 2005

#### OPTION I. Initial five (5) years term:

Charge for "Lease space WIC-Clinic in the City of Alamo" as requested, but not limited to, in the Specifications as listed Exhibit "A" of this document and under the terms and conditions described for the initial five (5) year term of the contract.

Price at \$ \_\_\_\_\_ per square foot. Bldg. Qty. of \_\_\_\_\_ sq. ft.  
Total square feet

#### OPTION II. Initial five - years with an option to extend for ~~two~~ additional one-year term(s). three

Charge for "Lease space WIC-Clinic in the City of Alamo" as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial five (5) years term with an option to extend for ~~two (2)~~ years additional one (1) year term(s) renewal.  
three (3)

Price at \$ 1.00 per square foot. Bldg. Qty. of 4,000 sq. ft.  
Total square feet

Proposed (address) Location: 300 Block of East Business 83, Alamo, TX.

ZC 78516

BIDDER/COMPANY NAME: GBB RENTALS, LTD.

ADDRESS: P.O. BOX 8064

CITY: WESLACO STATE: TEXAS ZIP CODE: 78599

PHONE No: (956) 551-7664 FAX No. (956) 969-2211

AUTHORIZED SIGNATURE: 

PRINTED NAME: ENRIQUE GARZA

TITLE: PRESIDENT

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

Aug. 15, 2006 - 5:03PM

SHEPARD & WALTON

No. 8542 P. 3

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID 30  
GBBRE-1

DATE (MM/DD/YYYY)  
08/15/06

**PRODUCER**  
Shepard Walton King Ins. Group  
801 N. Main  
P. O. Box 1630  
McAllen TX 78505-1630  
Phone: 956-682-2841 Fax: 956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
GBB Rentals, Ltd  
415 S International Blvd  
Weslaco TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSTR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	02BP2399063	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ Included
A A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02BP2399063	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)				\$	
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Office Building Lessors Risk Only for locations at, 301 S 8th St, Donna, Tx,  
417 S Oregon Ave., Weslaco, Tx & 313 E Bus 83, Alamo, Tx

### CERTIFICATE HOLDER

**HIDCOPU**  
  
Hidalgo County WIC Program  
Mary Maldonado  
313 E Bus 83, Ste 113  
Alamo TX 78516

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE: *[Signature]*  
SHEPARD WALTON KING INS. GROUP

AI-33719

10. E.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

**Tax Office Edinburg:**

Requesting authority to purchase 4 years renewal technical support for the Power Edge R710 through requisition #219555 for the Tax Office Edinburg network through our membership/participation with (DIR) Department of Information Resources awarded vendor Dell Marketing L. P. Contract #DIR-SDD-890 in the total amount of \$1,834.19. Expiring on: 11/4/2016 (2-1100-415-15-140-001-0-336):

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-15-140-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in Requisition #00219555 as of 8/24/12 are \$1,834.19.

---

Attachments

Dell-Tax Quote

Dell-Tax web price

Form Review

Form Started By: Matilde Faz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

219555

Customer # 537119  
8/28/12

**Extended Services Quote Information**  
Quote #: 1012602003200

**Customer Information**

Date: August 3, 2012  
Company Name: COUNTY OF HIDALGO  
Dell Customer #: 106055732  
Contract Code 48ABO ISD DIR-SDD-890-TX

**Dell Contact Information**

Ana Tribaldos  
APOS Services Consultant  
Ana.Tribaldos@DELL.com  
Phone: 1-800-247-4618 ext: 7251027  
Fax: 1-866-584-8581

**Dell Extended Services Details**

**Current Equipment Information**

Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration
1ZH65L1	POWER EDGE R710	ND + SV	11/4/2009	11/4/2012

**Extended Service Information**

Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
ND+PS	11/4/2016	\$ 2,404.71	\$ -	\$ 2,404.71

**Contract Descriptions**

2H	2HR 7x24 Service
6H	2HR 7x24 onsite diagnosis/ 6HR repair
S1, S9	4HR 7x24 Service
S4	4HR 5x10 Service
ND	Next Business Day Onsite Service
NP	Next Business Day - Parts Only
AE	Advanced Exchange
RR	Return to Depot
LT	Limited Technical Support
KK	Keep Your Hard Drive
TS	Gold Technical Support
CC	Complete Care
SV, GD, PL	Silver/Gold/Platinum
PS	End User ProSupport
PSMC	End User ProSupport Mission Critical
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical
EPS	Enterprise ProSupport
EPSMC	Enterprise ProSupport Mission Critical
EOL	End Of Life

Extended Services Subtotal	\$ 2,404.71
DIR SDD 890 Discount 15.25%	\$ 366.72
<b>Subtotal:</b>	<b>\$ 2,037.99</b>
Discounts Applied extra 10%	\$ 203.80
<b>Total:</b>	<b>\$ 1,834.19</b>

Pricing does not include sales tax where applicable.  
This quotation is valid for 30 days.

**Purchase Order Requirements**

Please remember to include the following information:

Questions about Services? [Click here](#)

[Support Questions? Click here.](#)

- Billing address  
- Shipping address, including a contact name & phone number  
Terms stated as Net 30

- A total dollar amount  
- An authorizing signature (if required)

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

## Appendix C

### Product and Pricing Index

For general purchases, Dell is offering fixed discounts as identified in the following table. Please note that these discounts will be based upon then-current retail pricing. Dell reserves the right to change retail prices, and therefore discounted prices, without notice. Standard shipping and handling is waived, however applicable tax or express/custom delivery charges will be added at the time of order.

Category	Products Classifications	Discount from Dell Retail Price List		Dell Direct Online Minimum Additional Discount**
		Direct from Dell	Dell Prime with HUB Order Fulfillers	
A	PowerEdge Departmental Servers, PowerVault Storage Products, Fixed Workstations, Mobile Workstations, Selected OptiPlex Desktops, Selected Latitude Notebooks, Customer Kits	13%	13%	1%
F	Toner	3%	3%	.5%
H	Value: Latitude, OptiPlex, Workstation; Future Products to be Determined.	6%	6%	.5%
K	S&P – Commodity	2%	2%	.5%
L	Software/Non-stocked: Selected Application Software, Non-stock Peripherals and Accessories	2%	2%	.5%
M	Third Party Software and Peripherals – Mainstream	12%	12%	1%
O	Selected Service on Poweredge Departmental Servers; Selected Dell Pro-Support Services; Directline Service; Selected 4-Hr On-Site; Business Care Plus On-Site Service (all years)	15.25%	15.25%	.75%
R	Selected On-site Service - NBD On-site Service (extended yrs)	9.6%	9.6%	0%
S	Selected Promotional Offers; Inspiron; Selected Latitude; Selected Power Edge; SC PowerEdge; Power Connect; Equallogic; Dell/EMC; Imaging; Vostro Notebooks; XPS Notebooks	4%	4%	.5%
T	NBD Service Parts Contracts (extended yrs 3,4)	2%	2%	.5%
U	Spare Parts	0%	0%	0%
V	Peripherals and Accessories with Discounts that Vary Based upon the System on Which the Item is Installed.	Same discount as system	Same discount as system	0% Additional - Matches Base
W	Selected Dimension Desktops	4%	4%	.5%
X	S&P Specific - Non-discountable Products	2%	2%	0%
Z	Selected Dimensions; Other Non-discountable Services	0%	0%	0%

\*\*Additional Online Discount: This is defined as the additional discount off of list to be applied for offerings procured through the State of Texas online store only. Quoting and ordering must be initiated and completed online to qualify. Additional discounting applies only to the discounts noted in this table and are not offered in addition to promotional

AI-33715

10. F.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

**Cooperative Agreements:**

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

No budgetary impact. Request is only asking for approval to utilize approved vendors within cooperative agreements.

---

Attachments

DIR-Solid Border, Inc.

TASB-1st Choice Restaurant

Updated COOP Vendor's List

Form Review

Form Started By: Matilde Faz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

Consent  
8/28/12  
33715

All  >

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**Solid Border, Inc.**

**URL** [Vendor Website](#)  
**Vendor ID** 1331009121300  
**HUB Type** Woman Owned  
 E Rate Qualified

**DIR Contract Number** DIR-SDD-1123  
**Contract Term End Date** 8/27/2012  
**Contract Exp Date** 8/27/2013

**How to Order**

1. For product and pricing information, visit the Solid Border, Inc. website or contact Brad Miller at 800-213-8175.
2. Generate a purchase order, made payable to Solid Border, Inc.. You must reference the DIR Contract Number **DIR-SDD-1123** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

**Solid Border, Inc.**

**Contact** Brad Miller  
**Phone** 800-213-8175  
**Fax** (800) 887-9974

**DIR Contact** Sergio Upton  
**Phone** (512) 936-3101  
**Fax** (512) 475-4759

**Contract Overview**

**DIR negotiates pricing for a quantity of one. Customers are encouraged to negotiate additional discounts based on volume.**  
**DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.**

[Get Adobe Reader](#)

**Contract:** [DIR-SDD-1123](#)

**Standard Terms and Conditions PDF - 174 KB**

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 153 KB | Updated 04/05/2011**

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing: Pricing Appendix**

Pricing for available products and/or services are limited to those identified in the pricing section of the main contract document listed above.

**Electronic and Information Resources (EIR) Accessibility**

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

**Available Brands**

- Accellion
- Coradiant
- Ironport
- Kace Networks

**Available Products & Services**

- Networking Equipment
- Tele - Network Services
- Tele - Wireless Data

**Additional Contract Information**

- [Amendment 1 \(45 KB\)](#)
- [Amendment 2 \(139 KB\)](#)

[< No thanks, return to search](#)

**Reseller Vendor Contacts**

There are no resellers associated with this contract

[Capitol Complex Directory](#)  
[Statewide Search](#)  
[Sponsored Sites](#)  
[Planned Procurement Schedule](#)

[Document Library](#)  
[SAO Fraud Reporting](#)  
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**Dept. of Information Resources**  
 300 W. 15th St. Ste. 1300  
 Austin, TX 78701 MAP  
 (512) 475-4700

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Contract Number: **Dir-Sdd-1123**

Results 1-3 of 3.

**+Products and Services**

**Network**

Networking Equipment (1)

**Telecommunications**

Tele - Network Servi... (1)

Tele - Wireless Data (1)

**+Brand**

Accellion (3)

Coradiant (3)

Ironport (3)

Kace Networks (3)

**+Vendor/Reseller**

Solid Border, Inc. (3)

**+HUB Type**

Woman Owned (3)

**Contracts by Product/Service Category**

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Tele - Wireless Data	<a href="#">DIR-SDD-1123</a>	Solid Border, Inc.	Woman Owned
Tele - Network Services	<a href="#">DIR-SDD-1123</a>	Solid Border, Inc.	Woman Owned
Networking Equipment	<a href="#">DIR-SDD-1123</a>	Solid Border, Inc.	Woman Owned

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Results 1-3 of 3.

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Consent  
# 33715  
8/28/12  
Administration RFQ Reports Shopping Cart Help

Phone: 800-695-2919  
Fax: 800-211-5454  
Email: info@buyboard.com

Welcome **Matilde** [ Log Off ]

### Vendor Contract Information

[Proposal Document](#)

[Back](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

**Vendors**

1st Choice Restaurant Equipment and Supply LLC[X]

**Price Range**

Show all prices

**Category**

None Selected

Contract

None selected

**Vendor Name:** 1st Choice Restaurant Equipment and Supply LLC

**Address:** 6884 Alamo Downs Parkway  
San Antonio, TX 78238

**Phone Number:** (210) 225-3033

**Email:** seth@1stchoicecompanies.com

**Federal ID:** 04-3831162

**Contact:** Seth Rosborough C.F.S.P.

**Accepts RFQs:** Yes

**Minority Owned Vendor:** No

**Women Owned Vendor:** No

**Contract Name:** Food Service Equipment & Supplies

**Contract#:** 355-10

**Effective Date:** 11/01/2010

**Expiration Date:** 10/31/2013

**Payment Terms:** 1.5% in 10/Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Free Freight

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** All States

**Quote Reference Number:** 355-10

**Return Policy:** 20% restocking fee on all returns.

**Regulatory Notice:** BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011 (h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

Contact us 800-695-2919



Phone: 800-695-2919  
Fax: 800-211-5454  
Email: info@buyboard.com

Welcome **Matilde** [ Log Off ]

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- RFQ
- Reports
- Shopping Cart
- Help

### Search Results

Search: lakeside

Show 25 results

Narrow Results:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
<a href="#">1st Choice Restaurant Equipment and Supply LLC</a>	55% Discount Off LakeSide Pricelist For Shelving & Cabinets	N/A	\$0.00		<a href="#">Add</a> <a href="#">Show Details</a>
<a href="#">1st Choice Restaurant Equipment and Supply LLC</a>	55% Discount Off LakeSide Pricelist For Food Storage & Transport Equipment	N/A	\$0.00		<a href="#">Add</a> <a href="#">Show Details</a>

Showing 1 to 2 of 2 entries

- Vendors**
- 1st Choice Restaurant Equipment and Supply LLC[X]
- Price Range**
- Show all prices
- Category**
- None Selected
- Contract**
- None selected

[Search by Vendor](#)

[Browse Contracts](#)

[Resources](#)

Contact us 800-695-2919

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**  
"EXHIBIT A"

**TASB Buy Board;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
8/28/2012	*1 <sup>st</sup> Choice Restaurant Equipment and Supply LLC*	Food Service Equipment & Supplies	355-10	11/1/10-10/31/13
06/26/2012	Audio Visual Aids	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/26/2012	Camcor, Inc.	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
7/05/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/01/2011-5/31/2014
10/14/2011		HVAC Equipment, Supplies & Installation	384-11	10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
6/26/2012	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 11/30/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
6/26/2012	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 11/30/2012
6/26/2012	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	3/01/2012 - 2/28/2015
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
08/07/2012	Ewing Irrigation Supply	Grounds Maint. Equipment, Irrigation Parts, Supplies & Inst.	373-11	06/01/2011-05/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
04/24/2012	IdentiSys, Inc.	Technology & Telecommunications Equipment, Software & Supplies	31-09	11/01/2009-10/31/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
6/26/1012	Johnstone Supply	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	06/01/2010-05/31/2013
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
6/26/2012	Melhart Music Center	Audio Visual Equipment & Supplies	330-09	11/01/2009-10/31/2012
11/08/2011	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	363-10	01/01/2011 – 03/31/2014
8/7/2012	Mission Restaurant Supply	Food Service Equipment & Supplies	355-10	11/01/2010-10/31/2013
6/28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014

12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
8/21/2012	School Health Corporation	First Aid Supplies & Equipment	374-11	6/1/2012-5/31/2014
1/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
6/16/2012	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	03/01/2012-02/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

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

<b>CC Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
7/20/2010	1 <sup>st</sup> Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/31/2013
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/14/2012	Athlete's Needs, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	06/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013

6/26/2012	Johnson Grayson Automotive Inc. dba Holiday Ford & Holiday Chevrolet	Fleet Automobiles & Law Enforcement Vehicles	071-A1	4/11/2011-12/31/2012
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/7/2011	Novartis Vaccines & Diagnostics, Inc.	Vaccines & Biologicals	269-A2	1/2007-9/2012
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2013
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-6/2012 3/2012-2/2813
8/21/2012	Business Interiors by Staples-Claridge Prod.	Furniture-Office, School, Laboratory, Cafeteria, Hospital	410-425-N1	9/1/2011-8/31/2012
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

**TPSS-DIR:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
06/26/2012	AT&T	Wireless voice and Data Products	1777	04/12/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016

6/29/2010	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	673	05/15/2012
7/05/2011	CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software	1364	5/5/2014
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	835	12/2012
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1680	6/7/2015
11/30/2010	CRC - Computer Repair Center	Scanners	1381	6/9/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software	838	12/31/2012
		Networking Products & Services	1369	5/13/2014
		Audio Conferencing Services, Technology-Based, Conferencing & Video Services		
		Networking Equipment		
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890	1/20/2013
			1014	6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
3/15/2011				
11/08/2011				
2/8/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469	8/17/11-8/17/14
2/14/2011			1585	
9/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367	5/20/11-5/20/14
			1547	9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012

	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
<b>8/28/2012</b>	<b>*Solid Border, Inc.*</b>	<b>Tele Wireless Data, Tele Network Services, Networking Equipment</b>	<b>1123</b>	<b>8/27/2013</b>
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
6/26/2012	Sprint	Wireless Voice and Data Products	1780	04/30/2013
6/26/2012	T-Mobile	Wireless Voice and Data Products	1778	03/21/2013
6/26/2012	Verizon	Wireless Voice and Data Products	1779	03/21/2013
	Votec	Software	937	2/27/2011-2013

**TPSS-TXMAS contracts;**

<b>CC Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
08/21/2012	ACME Auto Leasing, LLC	Leasing of Automobiles and Light Trucks / Lic# LA50620	3-751010	07/07/2003-01/31/2015
5/1/2012	Allied Fire Protection-SA LP	Fire Protection Services	10-03FAC0100	8/11/2010-12/10/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2013 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-7110330	05/10/2006-03/26/2016 07/02/2004-11/10/2016
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014

	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
8/21/2012	CEIA –USA, LTD	Security Metal Detector	4-840110	08/30/2004-05/31/2013
6/26/2012	Copy Graphics, Inc.	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2004-9/30/2016
6/26/2012	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-10/31/2013
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-6/02/2013
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2016
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
9/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
8/7/2012	Ferguson Enterprises, Inc.	Hardware	9-51V020	5/13/2009-1/31/2016
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-01/15/2013
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-01/15/2013
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
5/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-3/26/2016
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-6/26/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/10/2016
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
6/26/2012	Oce North America, Inc.	Office, Imaging and Document Solutions Copying Equipment	2-36010	8/1/2002-9/21/2012
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016

1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-06/26/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/20/2016 1/19/2007-12/20/2016
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2016
6/12/2012	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2013
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
5/01/2012	Video Sound & Lights	Detention Supplies	12-73020-3	12/07/2011-02/10/2013
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
5/22/2012	West Publishing Corporation	Financial & Business Solutions, Address verification Rpts, Skip Location Rpts, Domestic Bus. Profile Computer Assisted Legal and Investigative Research Services (CALIR)	3-520010 CCG-CALIR 2010-001	9/19/2002-8/15/2015 2/1/2011-2/1/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

**TPSS-State Travel Management Program;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2012

**TIPS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/26/2012	3-C Technology	Audio Visual Equipment & Supplies	1012612	7/23/2012

		Computer Equipment, Components & Peripherals	1072309	
5/15/2012	B & H Photo Video Pro-Audio	Classroom and Teaching Aids	6121809	12/18/2012
<b>8/28/2012</b>	<b>*CAS Companies, LP*</b>	<b>Job Order Contracting</b>	<b>6072612</b>	<b>7/26/2013</b>
5/15/2012	Camacho	Trades, Temporary Labor and Material	1032212	03/22/2013
6/26/2012	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	1032212 2052810	03/22/2013 05/28/2013
6/12/12	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	1032212	3/22/2013
6/26/2012	Arbor Construction & Energy Management	Trades, Temporary Labor & Materials	1032212	03/22/2013

**US Communities:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	4400001197	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013
	Zep Manufacturing Company	Cleaning Chemicals and Supplies	2007-118-3034	12/31/2012

**TCPN:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
08/07/2012	AUTO ZONE	Automotive Parts & Supplies	R5165	07/01/2012-06/30/2013
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
5/1/2012	Facilities-USA, LLC	Job Order Contract (JOC)	R-5085	11/1/2011-10/31/2012
7/10/2012	GovConnection	Technologies Solutions	R-5110	11/22/2011-10/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015

6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
6/26/2012	Tech Depot	Computer, Components, Peripherals & Software	R-5113	11/22/2011-10/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
5/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

**GSA:**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
6/26/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2017
6/26/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	11/25/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
6/26/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	11/28//2012
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	

10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015
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**HGAC;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
6/12/2012	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE11-11	Thru Nov 30, 2013
3/20/2012	Daco Fire Equipment	General Purpasse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
6/12/2012	Motorola	Communication Equipment & Services	RA05-12	05/01/2012-04/30/2015
6/12/2012	Source Incorporated of Missouri dba Source, Inc.	Wireless Telecomm Equipment & Services	CW10-09	11/1/2009-10/31/2012
6/12/2012	Sprint	Communication Equipment & Services	CW-05/02	11/01/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
06/12/2012	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-12	05/1/2012 – 04/30/2015
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

**CHOICE FACILITY PARTNERS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

**NJPA NATIONAL JOINT POWERS ALLIANCE**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

\*Denotes: New Vendor added for approval

**Contract Renewed**

AI-33717

10. G.

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Martha L. Salazar

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Requesting authority to purchase 3 years renewal of technical support for the IronPort Platinum, IronPort Anti-Spam through requisition #220928 for the County wide network through our membership/participation with (DIR) Department of Information Resources awarded vendor Solid Border, Inc. Contract #DIR-SDD-1123 in the amount of \$13.82/each total \$13,820.00-effective-8/27/2012-8/26/2015-2-1100-415-00-200-002-0-336.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available through Requisition# 220928 in the amount of \$13,820.00 as of 8/24/12 for Solid Border, Inc.

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Attachments

Solid Border-IT Requisition

Solid Border-IT Quote

Solid Border-Email

Solid Border DIR web price

Form Review

Form Started By: Matilde Faz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# Requisition

Req # 00220928

PO #

Date: 08/09/12

Account  
# 33717  
8/28/12

Bill To: x  
x

**Vendor:** 373508  
SOLID BORDER INC  
1806 TURNMILL  
SAN ANTONIO TX 78248  
FAX (800)877-9974

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
100 E. CANO, 4TH FLOOR  
EDINBURG TX 78540

**Contact:** EDNA KIRBY  
956-292-7010

**Contract No:** DIR-SDD-1123

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1000.00	EACH	DIR-SDD-1123 QUOTE 41129-RS DO NOT DUPLICATE ORDER IRON PORT SINGLE APPLIANCE BUNDLE GOV NEW-3 YEARS INCLUDING: C370 HARDWARE, IRONPORT PLATINUM SUPPORT, IRONPORT ANTI-SPAM Account No _____ 2-1100-415-00-200-002-0-336  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	13.82   <u>Encumbrance</u> 13,820.00  Freight .00  Total 13,820.00	13,820.00          T          .00          0          04

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

Consent  
33717  
8/28/12



NETWORK SECURITY RESELLER  
HUB // DIR // BUYBOARD // WBEA  
WWW.SOLIDBORDER.COM

DATE 8/7/2012  
QUOTE 41129 - RS

Hidalgo County  
Carlos Garcia  
100 N Closner  
Edinburg, TX 78539  
(956) 292-7010 x6008  
charlie@co.hidalgo.tx.us

REMIT TO SOLID BORDER, INC  
1806 TURNMILL DR  
SAN ANTONIO, TX 78248

FEDERAL ID 331009121

CONTACT David Williams  
800.213.8175 x85 TOLL-FREE  
210.402.0475 OFFICE  
800.887.9974 FAX  
david@solidborder.com



SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
EBUN-1A-GV-S-3Y	CISCO IRONPORT IronPort Single Appliance Bundle GOV NEW- 3 Years including: C370 Hardware, IronPort Platinum Support, IronPort Anti-Spam	1000	\$23.04	\$13.82	\$13,820.00
TERM = 8/27/2012- 8/26/2015					
TOTAL					\$13,820.00

**DIR** STATE CONTRACT DIR-SDD-1123  
Include this number on all Purchase Orders if purchasing via the DIR.

SHIPPING Included in pricing, unless otherwise stated  
PAYMENT TERMS 30 days  
THIS QUOTE EXPIRES 9/7/2012

## Matilde Faz

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**From:** Edna Kirby [edna.kirby@co.hidalgo.tx.us]  
**Sent:** Friday, August 10, 2012 8:33 AM  
**To:** 'Matilde Faz'  
**Subject:** FW: Hidalgo County IronPort Renewal Quotes >> C370

### Information for Req. 220928 (Solid Border)

Regards,  
*Edna Kirby*  
[edna.kirby@co.hidalgo.tx.us](mailto:edna.kirby@co.hidalgo.tx.us)  
Administrative Assistant II  
100 E Cano 4th Floor  
Edinburg, Texas 78539  
p. 956.292.7010 Ext. 6017  
f. 956.318.2152  
[Hidalgo County, Texas](#)

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**From:** David Williams [mailto:david@solidborder.com]  
**Sent:** Thursday, August 09, 2012 4:35 PM  
**To:** Edna Kirby  
**Subject:** RE: Hidalgo County IronPort Renewal Quotes >> C370

Nope ☺ We do need a PO though before we can process it.

David Williams  
Solid Border - HUB/DIR Vendor, State of Texas  
800-213-8175 Extn 85 Toll Free  
800-887-9974 Fax  
210-402-0475 Office  
210-478-9737 Cell  
[david@solidborder.com](mailto:david@solidborder.com)  
[www.solidborder.com](http://www.solidborder.com)

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**From:** Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]  
**Sent:** Thursday, August 09, 2012 4:36 PM  
**To:** [david@solidborder.com](mailto:david@solidborder.com)  
**Subject:** RE: Hidalgo County IronPort Renewal Quotes >> C370

Hi David,

Does this quote require any signatures?

Regards,  
*Edna Kirby*  
[edna.kirby@co.hidalgo.tx.us](mailto:edna.kirby@co.hidalgo.tx.us)  
Administrative Assistant II  
100 E Cano 4th Floor  
Edinburg, Texas 78539  
p. 956.292.7010 Ext. 6017  
f. 956.318.2152  
[Hidalgo County, Texas](#)

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**From:** Carlos G Garcia [mailto:charlie@co.hidalgo.tx.us]  
**Sent:** Thursday, August 09, 2012 4:34 PM

**Amendment Number 2**  
to  
**Contract Number DIR-SDD-1123**  
between  
**State of Texas, acting by and through the Department of Information Resources**  
and  
**Solid Border, Inc.**

This Amendment Number 2 to Contract Number DIR-SDD-1123 ("Contract") is between the Department of Information Resources ("DIR") and Solid Border, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for two (2) years through August 27, 2012, completing two (2) of the remaining three (3) one-year additional terms. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) optional one-year term.

2. **Contract, Section 4. Pricing, B. Customer Discount**, is hereby amended as follows:

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified below.

Customer Discount includes the DIR administrative Fee specified in Section 5.

<b>Products</b>	<b>Customer Discount</b>
Accellion Hardware	7.5%
Coradiant Hardware	7.5%
Ironport Education Hardware	16.5%
Kace Hardware	5.5%
<b>Services</b>	<b>Customer Discount</b>
Accellion Installation, Training & Maintenance and Support	0%
Coradiant & Kace Installation, Training & Maintenance and Support	6.5%
Ironport Education Installation, Training & Maintenance and Support	7.5%

**AI-33756**

**10. H.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Agapito Vargas

Submitted By: Marcie Jackson, COLONIA  
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

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Information

CAPTION

Requesting approval of Change Order No. 2 with contractor Asago LLC dba Asago Construction for Pentecostal Subdivision, Pct. No. 2 with quantitative adjustments resulting in an increase of \$3,750.00 as submitted through project engineer R. Gutierrez Engineering Corporation (C-CAP-12-047-03-27).

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1312-431-00-122-557-1-731

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

BUDGETARY IMPACT:

P.O.# 676133 Pending LIT AI-33737 8/28/12

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Attachments

Change Order No.2 Pentecostal Subdivision

Form Review

Form Started By: Marcie Jackson

Started On: 08/24/2012

Final Approval Date: 08/24/2012

**CHANGE ORDER NUMBER TWO (2)**

**PROJECT:** Pentecostal Subdivision

**DATE OF ISSUANCE:** August 28, 2012 **EFFECTIVE DATE:** August 28, 2012

**OWNER:** Hidalgo County

**OWNER's Contract No.** C-CAP-12-047-03-27

**CONTRACTOR:** Asago Construction **ENGINEER:** R. Gutierrez Engineering Corporation  
2113 Pecos Street 130 E. Park Ave.  
Mission, TX 78573 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

**Description:**

1. Add 37 LF of concrete beam (2' x 3')
2. Add 14 SY for Concrete Driveway
3. Remove 2 ea. Mailboxes
4. Add 1 ea. "Relocate Mailboxes"
5. Add 4 days for rain or too wet too work
6. Add 3 days for additional driveway concrete beam
7. Add 5 days for delays caused by moving of existing fence by County work force.

**Reason for Change Order:**

1. Item not in original bid items
2. Item needed to extend driveway to meet proper 12:1 slope
3. Item deleted as existing mailboxes will be relocated
4. Item needed for relocation of existing mailboxes
5. Add 4 days for rain or too wet too work
6. Add 3 days for additional driveway concrete beam
7. Add 5 days for delays caused by moving of existing fence by County work force.

**Attachments:**

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 179,094.10		Substantial Completion:	<u>75</u> calendar days or dates
Net Changes from previous Change Orders		Net change from previous Change Orders	<u>0</u> calendar days
\$ 7,481.50		Contract Time prior to this Change Order	
Contract Price prior to this Change Order		Substantial Completion:	<u>75</u> calendar days or dates
\$ 186,575.60		Net Increase (decrease) of this Change Order	<u>12</u> calendar days
Net Increase (decrease) of this Change Order		Contract Time with all approved Change Orders	
\$ 3,750.00		Substantial Completion:	<u>87</u> calendar days or dates
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.		
\$ 190,325.60	<u>6.30</u> %		

**RECOMMENDED:**  
 By: Rain [Signature]  
 Engineer (Authorized Signature)  
 Date: 8-15-12

**APPROVED:**  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

**ACCEPTED:**  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Date: 8/15/2012

**CHANGE ORDER NO. 2 TABULATION**  
**HIDALGO COUNTY**  
**Pentecostal Subdivision**  
**CONTRACT NUMBER: C-CAP-12-047-03-27**

Item Number	Item Code	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	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
<b>(905) ROADWAY</b>													
1	110	1898.00	1898.00	1,898.00	CY	Excavation (Roadway)	\$ 4.00	\$ 4.00	\$ 7,592.00	\$ -	\$ 7,592.00	\$ -	\$ 7,592.00
2	132	8.00	8.00	8.00	CY	Embankment (Rdwy) (Dens. Cont.) (Ty C)	\$ 10.00	\$ 10.00	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00
3	247	920.00	920.00	920.00	CY	Flexible Base (Compl In Place) (Ty E) (Gr 4) (8")	\$ 25.00	\$ 25.00	\$ 23,000.00	\$ -	\$ 23,000.00	\$ -	\$ 23,000.00
4	260	4104.00	4104.00	4,104.00	SY	Lime Treated Base (8")	\$ 1.00	\$ 1.00	\$ 4,104.00	\$ -	\$ 4,104.00	\$ -	\$ 4,104.00
5	260	14.10	14.10	14.10	TON	Lime (Ty A or B)	\$ 200.00	\$ 200.00	\$ 2,820.00	\$ -	\$ 2,820.00	\$ -	\$ 2,820.00
6	310	728.80	728.80	728.80	GAL	Prime Coat (MC-30)	\$ 7.00	\$ 7.00	\$ 5,101.60	\$ -	\$ 5,101.60	\$ -	\$ 5,101.60
7	340	3644.00	3644.00	3,644.00	SY	Asph. Conc. Pav. Ty "D" (1 1/2")	\$ 6.00	\$ 6.00	\$ 21,864.00	\$ -	\$ 21,864.00	\$ -	\$ 21,864.00
8	400	0.00	137.00	137.00	SY	Cut & Restore Pavement	\$ 25.00	\$ 25.00	\$ -	\$ 3,425.00	\$ 3,425.00	\$ -	\$ 3,425.00
9	502	2.00	2.00	2.00	MO	Barricades, Signs & Traffic Handling	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
10	506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Install)	\$ 3.00	\$ 3.00	\$ 252.00	\$ -	\$ 252.00	\$ -	\$ 252.00
11	506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	\$ 1.00	\$ 1.00	\$ 84.00	\$ -	\$ 84.00	\$ -	\$ 84.00
12	644	1.00	1.00	1.00	EA	Small Roadside Sign Assemblies (Ty A)	\$ 400.00	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00
<b>TOTAL ROADWAY</b>									<b>\$ 66,297.60</b>	<b>\$ 3,425.00</b>	<b>\$ 69,722.60</b>	<b>\$ -</b>	<b>\$ 69,722.60</b>
<b>(906) DRAINAGE</b>													
1	110	1904.00	1904.00	1,904.00	CY	Excavation (Drain Ditch and Detention Pond)	\$ 4.00	\$ 4.00	\$ 7,616.00	\$ -	\$ 7,616.00	\$ -	\$ 7,616.00
2	164	1017.00	0.00	0.00	SY	Cell Fiber Seeding (Temp)(Warm)	\$ 0.25	\$ 0.25	\$ 254.25	\$ (254.25)	\$ -	\$ -	\$ -
3	164	1017.00	0.00	0.00	SY	Cell Fiber Seeding (Temp)(Cool)	\$ 0.25	\$ 0.25	\$ 254.25	\$ (254.25)	\$ -	\$ -	\$ -
4	164	2034.00	2034.00	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	\$ 0.50	\$ 0.50	\$ 1,017.00	\$ -	\$ 1,017.00	\$ -	\$ 1,017.00
5	402	172.00	172.00	172.00	LF	Trench Excavation Protection	\$ 1.00	\$ 1.00	\$ 172.00	\$ -	\$ 172.00	\$ -	\$ 172.00
6	432	21.90	21.50	21.50	CY	Concrete Riprap (CL C)	\$ 250.00	\$ 250.00	\$ 5,475.00	\$ (100.00)	\$ 5,375.00	\$ -	\$ 5,375.00
7	464	1028.00	1074.00	1,074.00	LF	RCP (CL III) (18")	\$ 30.00	\$ 30.00	\$ 30,840.00	\$ 1,380.00	\$ 32,220.00	\$ -	\$ 32,220.00
8	465	2.00	2.00	2.00	EA	Inlet (Ty C)	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
9	465	1.00	1.00	1.00	EA	Manhole (Ty M)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
10	467	23.00	22.00	22.00	EA	Safety End Treatments (18")(6:1)	\$ 800.00	\$ 800.00	\$ 18,400.00	\$ (800.00)	\$ 17,600.00	\$ -	\$ 17,600.00
11	467	4.00	4.00	4.00	EA	Safety End Treatments (18")(3:1)	\$ 700.00	\$ 700.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00
12	481	30.00	32.00	32.00	LF	PVC Pipe (10")	\$ 25.00	\$ 25.00	\$ 750.00	\$ 50.00	\$ 800.00	\$ -	\$ 800.00
13	481	32.00	32.00	32.00	LF	PVC Pipe (12")	\$ 30.00	\$ 30.00	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ 960.00
14	506	538.00	538.00	538.00	LF	Temp Sediment Control Fence	\$ 1.00	\$ 1.00	\$ 538.00	\$ -	\$ 538.00	\$ -	\$ 538.00
15	529	2050.00	2050.00	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	\$ 7.00	\$ 7.00	\$ 14,350.00	\$ -	\$ 14,350.00	\$ -	\$ 14,350.00
16	530	14.00	14.00	28.00	SY	Driveways (CONCRETE)	\$ 50.00	\$ 50.00	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ 1,400.00
17	550	665.00	665.00	665.00	LF	Chainlink Fence (6-ft)	\$ 20.00	\$ 20.00	\$ 13,300.00	\$ -	\$ 13,300.00	\$ -	\$ 13,300.00
18	560	2.00	2.00	0.00	EA	Mailboxes (Multiple)	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ (1,000.00)	\$ -
19	4001	1.00	1.00	1.00	EA	Tidflex Valve	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
21	530	179.00	200.00	200.00	SY	Driveways (Ty PRB-1)	\$ 30.00	\$ 30.00	\$ 5,370.00	\$ 630.00	\$ 6,000.00	\$ -	\$ 6,000.00
22	529	0.00	29.00	29.00	LF	Concrete Valley Gutter	\$ 65.00	\$ 65.00	\$ -	\$ 1,885.00	\$ 1,885.00	\$ -	\$ 1,885.00
23	400	0.00	92.00	92.00	SY	Cut & Restore Caliche Drive	\$ 10.00	\$ 10.00	\$ -	\$ 920.00	\$ 920.00	\$ -	\$ 920.00
20	467	0.00	1.00	1.00	EA	Safety End Treatments (12")(6:1)	\$ -	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00
24	530	0.00	0.00	1.00	EA	Driveway Concrete Beam (2' x 3' x 37')	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 3,800.00	\$ 3,800.00
25	560	0.00	0.00	1.00	EA	Relocate Existing Mailboxes	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
<b>TOTAL DRAINAGE</b>									<b>\$ 112,796.50</b>	<b>\$ 4,056.50</b>	<b>\$ 116,853.00</b>	<b>\$ 3,750.00</b>	<b>\$ 120,603.00</b>
<b>TOTAL AMOUNTS:</b>									<b>\$ 179,094.10</b>	<b>\$ 7,481.50</b>	<b>\$ 186,575.60</b>	<b>\$ 3,750.00</b>	<b>\$ 190,325.60</b>

AI-33873

10. I.

CC CONSENT

Meeting Date: 08/27/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

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Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-042-01-25, Invoice #3197 for Tower Rd. Project in the amount of \$24,977.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-027-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#561453 has available balance of \$202,966.13 as of 8/22/12.

---

Attachments

INV# 3197

Form Review

Form Started By: Katia Garcia

Started On: 08/24/2012

Final Approval Date: 08/24/2012



**Professional Engineers & Land Surveyors**

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3197

Date 8/20/2012

Due on receipt

# Invoice

Hidalgo County Precinct No. 2  
Hector "Tito" Palacios  
300 W. Hall Acres  
Suite G  
Pharr, TX 78577

**Project: Tower Rd-Part II (Rancho Blanco to Balli)**

Project No.: ENG05.015b  
Contract No.: C-05-229-06-21(WA#2)  
PO No. 561453

Const. Cost \_\_\_\_\_  
% of Const. Cost \_\_\_\_\_  
Billing Fee 507,453.00

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase	219,226.00	100.00%	219,226.00	219,226.00	0.00
Design Phase	131,536.00	85.00%	111,805.00	92,075.00	19,730.00
Construction Phase	87,691.00	0.00%			0.00
Environmental Assessment	34,000.00	15.43%	5,247.00		5,247.00
Right-of-Way Aquisition	24,200.00	100.00%	24,200.00	24,200.00	0.00
Geotechnical Investigation	10,800.00	0.00%			0.00

PO # 561453  
2-1200-431-00-122-027-0-731  
Req # 82579

INVOICE RECEIVED BY: Elizabeth Lemos ON 8/21/12  
GOODS/SERVICES RECEIVED BY: Hector Tito Palacios ON 8/21/12

**Balance Due** \$24,977.00

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN					
		PART 1 WORK Moore Rd - Rancho Blanco Rd			PART 2 WORK Rancho Blanco Rd - Balli Rd		
		Fee Amount	% Comp	Fee Earned	Fee Amount	% Comp	Fee Earned
<b>PRELIMINARY PHASE (50% of Fee)</b>							
FIELD & AERIAL SURVEYING	\$101,586	\$35,818	100%	\$35,818	\$65,768	100%	\$65,768
SCHEMATIC DESIGN	\$237,033	\$83,575	100%	\$83,575	\$153,458	100%	\$153,458
<b>SUB-TOTAL</b>	<b>\$338,619</b>	<b>\$119,393</b>	<b>100%</b>	<b>\$119,393</b>	<b>\$219,226</b>	<b>100%</b>	<b>\$219,226</b>
<b>DESIGN PHASE (30% of Fee)</b>							
SURVEYING - FIELD VERIFICATION	\$50,793	\$17,909	100%	\$17,909	\$32,884	100%	\$32,884
ENGINEERING	\$152,379	\$53,727	100%	\$53,727	\$98,652	80%	\$78,921
<b>SUB-TOTAL</b>	<b>\$203,171</b>	<b>\$71,636</b>	<b>100%</b>	<b>\$71,636</b>	<b>\$131,536</b>	<b>85%</b>	<b>\$111,805</b>
<b>CONSTRUCTION PHASE (20% of Fee)</b>							
CONSTRUCTION ADMINISTRATION	\$135,448	\$47,757	100%	\$47,757	\$87,691	0%	\$0
<b>SUB-TOTAL</b>	<b>\$135,448</b>	<b>\$47,757</b>	<b>100%</b>	<b>\$47,757</b>	<b>\$87,691</b>	<b>0%</b>	<b>\$0</b>
<b>TOTAL BASIC ENGINEERING FEES</b>	<b>\$677,238</b>	<b>\$238,786</b>	<b>100%</b>	<b>\$238,786</b>	<b>\$438,453</b>	<b>76%</b>	<b>\$331,032</b>
<b>ENVIRONMENTAL ASSESSMENT (Add'l Service)</b>							
ENVIRONMENTAL ASSESSMENT	\$40,000	\$16,000	0%	\$0	\$24,000	22%	\$5,247
PUBLIC MEETINGS	\$20,000	\$10,000	0%	\$0	\$10,000	0%	\$0
<b>SUB-TOTAL</b>	<b>\$60,000</b>	<b>\$26,000</b>	<b>0%</b>	<b>\$0</b>	<b>\$34,000</b>	<b>15%</b>	<b>\$5,247</b>
<b>RIGHT-OF-WAY ACQUISITION (Add'l Service)</b>							
R.O.W. MAP	\$60,200	\$36,000	100%	\$36,000	\$24,200	100%	\$24,200
<b>SUB-TOTAL</b>	<b>\$60,200</b>	<b>\$36,000</b>	<b>100%</b>	<b>\$36,000</b>	<b>\$24,200</b>	<b>100%</b>	<b>\$24,200</b>
<b>GEOTECHNICAL INVESTIGATIONI (Add'l Service)</b>							
GEOTECHNICAL INVESTIGATION	\$18,000	\$7,200	30%	\$2,186	\$10,800	0%	\$0
<b>SUB-TOTAL</b>	<b>\$18,000</b>	<b>\$7,200</b>	<b>30%</b>	<b>\$2,186</b>	<b>\$10,800</b>	<b>0%</b>	<b>\$0</b>
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$138,200</b>	<b>\$69,200</b>	<b>55%</b>	<b>\$38,186</b>	<b>\$69,000</b>	<b>43%</b>	<b>\$29,447</b>
<b>TOTAL ESTIMATED FEE</b>	<b>\$815,438</b>	<b>\$307,986</b>	<b>90%</b>	<b>\$276,972</b>	<b>\$507,453</b>	<b>71%</b>	<b>\$360,479</b>
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$2,274,150		
For a Base Engineering Fee of :	\$238,786						
Part II - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$4,175,739		
For a Base Engineering Fee of :	\$438,453						

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## R. Gutierrez Engineering Corporation

August 20, 2012


Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
300 W. Hall Acres, Suite G  
Pharr, TX 78577

RE: Tower Road – Invoice(s)  
ENG05.015b

Dear Commissioner Palacios:

I am submitting an invoice for the work completed to date on Part II (Rancho Blanco Road to Balli Road) of the above referenced project. We are billing through 85% of the Design phase (100% Surveying, 80% Engineering Plans) for this part.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,  
  
Jaime Jaimez, Jr.  
Accounting Manager

Attachments  
cc: File

# R. Gutierrez Engineering Corporation

# Transmittal Form

TO: Commissioner Palacios  
Hidalgo County Precinct No. 2  
300 W. Hall Acres, Suite G  
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.  
SUBJECT: Tower Road  
PROJECT NO.: ENG05.015b  
DATE: August 21, 2012

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS  PLANS  SHOP DRAWINGS  CD  
 CHANGE ORDER  SAMPLES  PAYMENT REQUEST  OTHER: INVOICE  
 BID TABULATION  CONTRACT DOCUMENTS  RECORD DRAWINGS  3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	8/20/2012	Cover Letter
1	8/20/2012	Invoice No. 3197 - Part 2
1	-	Engineer's fee worksheet

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE  APPROVED AS NOTED  FOR YOUR RECORDS  
 FOR APPROVAL  APPROVED AS SUBMITTED  FOR YOUR ACKNOWLEDGEMENT  
 FOR YOUR USE  RETURN FOR CORRECTIONS  RESUBMIT FOR APPROVAL  
 AS REQUESTED  FOR FURTHER PROCESSING  ON LOAN  
 FOR REVIEW AND COMMENT  FOR SIGNATURE  OTHER

COMMENTS: \_\_\_\_\_

RECEIVED

AUG 21 2012

RECEIVED  
AUG 21 2012

BY: JGC

Copy Distribution: file

Received by: Elizabeth Casas

**AI-33304**

**10. J.**

**CC CONSENT**

**Meeting Date:** 08/27/2012

Submitted For: Martha L. Salazar

Submitted By: Tanya Delira, PURCHASING  
DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

**Pct. 3:**

Requesting authority to enter into a one (1) year premium plus maintenance renewal agreement with "Office Communications Systems, Inc." dba Toshiba Business Solutions for \$786.00/year for the Hidalgo County Pct. 3 Department from June 1, 2012 - May 31, 2013 thru requisition #220049.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-123-004-0432

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

---

Form Review

Form Started By: Tanya Delira

Started On: 08/24/2012

Final Approval Date: 08/24/2012

AI-33696

10. K.

CC CONSENT

Meeting Date: 08/27/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

**Precinct 4-San Carlos Community Center:**

Requesting authority to enter into a 36-month new copier (capital) lease for a WC5745PT copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #219384 in the amount of \$178.63/month, effective upon approval (2-1100-466-00-124-077-0-780):

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-466-00-124-077-0-780

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 219384 as of 8-24-12 \$893.15 for Xerox Corporation.

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Attachments

Copier Requisition

Quote

Web Price

Lease Test

Form Review

Form Started By: Matilde Faz

Started On: 08/24/2012

Final Approval Date: 08/24/2012

# Requisition

Req # 00219384

PO #

Date: 07/12/12

Consent  
#33696  
8/28/12

Bill To: x  
x

**Vendor:** 42129  
XEROX CORPORATION  
P.O. BOX 731892  
DALLAS TX 75373-1892

**Ship To:** HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

**Contact:** MUNOZ JR. R.  
956-383-3112

**Contract No:** SMARTBUY

**Special Instructions:**  
PCT. REQ. #1074

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	<p>****NOTE: LOCATED AT THE SAN CARLOS COMMUNITY CENTER AT 230 N. 86TH STREET, EDINBURG TEXAS 78542****</p> <p>TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER TRADE-IN SERIAL NUMBER: TFW-036392 DO NOT DUPLICATE ORDER</p> <p>CO NEW 36 MONTH (CAPITAL) LEASE OF WORKCENTRE 5745PT &amp; OFC 50FIN: BASE UNIT UP TO 45pp, INCLUDES 4 TRAYS, BYPASS TRAY, DADF, WC5745 KIT, &amp; OFFICE FINISHER, PRINT CONTROLLER, COLOR SCANNING, INTERNET FAX &amp; NETWORK SERVER FAX ENABLEMENT</p> <p>PRICE INCLUDES 25,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT \$.0091 EACH</p> <p>36 MONTH TERM @ \$178.63 COMMODITY CODES: 985-13-14001-6 CASH PRICE \$6,430.68</p> <p>CONTRACT INCLUDES: DELIVERY &amp; INSTALLATION * ALL SUPPLIES INCLUDING STAPLES, EXCEPT PAPER</p> <p>LEASE TO COMMENCE ONCE APPROVED THRU COMMISSIONERS COURT.</p>	.00	.00
5.00	MONTH	<p>CO 985-13-14002-4 NEW 36 MONTH TERM (CAPITAL) LEASE LEASE OF COPIER</p> <p>Account No</p> <hr/> <p>2-1100-466-00-124-077-0-780</p> <p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p>	178.63	893.15
			Encumbrance	
			893.15	.00
			Freight	.00
			Total	893.15

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

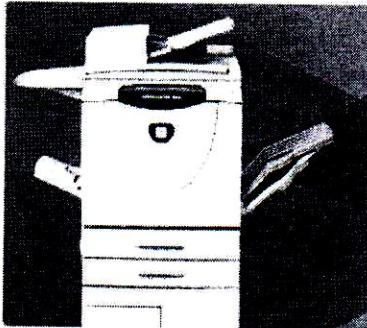
219384

Part 4

# XEROX 985-L2 LEASE

## PRICING

### XEROX WORKCENTRE 5745P



# QUOTE

RECEIVED  
BY  
JUL 10 2012  
EDINBURG, TEXAS 78542  
MIDALGO COUNTY PCT #29

WORKCENTRE 5745PT & OFC 50FIN: Base unit up to 45pp, Includes 4 Trays, Bypass Tray, DADF, WC5745 Kit, & Office Finisher, Print Controller, Color Scanning, Internet Fax & Network Server Fax Enablement

Price includes

Price includes 25,000 monthly impressions

all excess prints at \$.0091 each

	<u>Monthly Base</u>	<u>Commodity Codes:</u>
Equip Description/Qty	\$ 0.00	985-13-14001-6
36 month term	\$ 178.63	985-13-14002-4

Cash Price \$ 6,430.68

Contract Includes

- Delivery & Installation
- All supplies including staples, except paper



219384



# Window on State Government

Susan Combs Texas Comptroller of Public Accounts

DEPARTMENT: PCT. 4

REQUISITION #219384

985-L2-PHOTOCOPIER LEASE AND RENTAL

TEXAS Smart Buy Term Contracts

98513140016	<u>N/A</u>	11604680204	XEROX CORPORATION	AUSTIN	Low Range IIIWorkCentre 5745APT & OFC50FIN: Base Unit, Up to 45 PPM. Includes 4 Trays, Bypass Tray, DADF, WC5745 Kit & Office Finisher, Print Controller, Color Scanning, Internet Fax & Network Server Fax Enablement	TX ea	0.00	E3 First Choice	XEROX
98513140024	<u>N/A</u>	11604680204	XEROX CORPORATION	AUSTIN	Low Range III5745 & OFC50FIN: 36 Month Lease. Includes 25,000 Copies. Overage Charge Per Copy: \$0.0091 Each	TX mo	178.63	E3 First Choice	XEROX

## Capital Lease Versus Operating Lease Test 2012

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
2/14/2012	160	Purchasing	209835	985-L2	2/14/2012	WC754SP	\$447.92	N	N	48	60	\$21,500.16	\$21,500.16	Capital Lease
3/20/2012		Human Services	212267	985-L2	3/20/2012	WC576ST	\$366.80	N	N	36	60	\$13,204.80	\$13,204.80	Capital Lease
3/20/2012	340	Health Dept	208760	985-L2	3/20/2012	WC777SP	\$863.45	N	N	48	60	\$41,445.60	\$41,445.60	Capital Lease
5/8/2012	380	Extension Service	213913	988-L2	5/8/2012	WS755T	\$219.78	N	N	36	60	\$7,912.08	\$7,912.78	Capital Lease
7/25/2012	1247	Law Library	218231	985-L2	7/25/2012	32351	\$173.45	N	N	48	60	\$8,325.60	\$8,325.60	Capital Lease
8/7/2012	124	Predict 4	219384	985-L2	8/7/2012	WC5745PT	\$178.63	N	N	36	60	\$6,430.68	\$6,430.68	Capital Lease
												\$0.00		