

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Adrian Euvema, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
#0000265972	5-1-13	\$70.00	Subway
#563579	5-1-13	\$17.25	Feldman's Market Center
TOTAL		\$87.25	

I further state that I was authorized to make such a purchase(s).

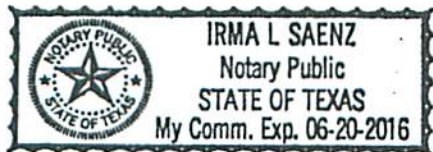
I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: [Signature]

TITLE: Admin Assistant
PERSON MAKING PURCHASE

Before me Irma L. Saenz, a Notary Public, appeared Adrian Euvema and on his oath depose and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S further stated he / s requested payment of the same.

(SEAL)



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

[Signature]
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 05/17/2013

TO: Irma Saenz

DEPARTMENT: (110) COUNTY JUDGE

FROM: Jessica Ortega

PHONE: (956)-318-2511 ext 4627

REFERENCE: GUERRA, ADRIAN Invoice #0000265972

THE FOLLOWING DOCUMENT (S), i.e. Invoice #0000265972 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION i.e.,: Missing Purchase Affidavit
- OTHER:
- COMMENTS / RECOMMENDATION: The PO was done after the event.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C.	RODOLFO DELGADO JUDGE, 93RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139TH D.C.	ROSE GUERRA REYNA JUDGE, 206TH D.C.	JUAN R. PARTIDA JUDGE, 275TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C.	NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389TH D.C.	AIDA SALINAS FLORES JUDGE, 398TH D.C.
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COUNTY of HIDALGO



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DATE: 05/17/2013

TO: Irma Saenz

DEPARTMENT: (110) COUNTY JUDGE

FROM: Jessica Ortega

PHONE: (956)-318-2511 ext 4627

REFERENCE: GUERRA, ADRIAN Invoice #563579

THE FOLLOWING DOCUMENT (S), i.e. **Invoice #563579** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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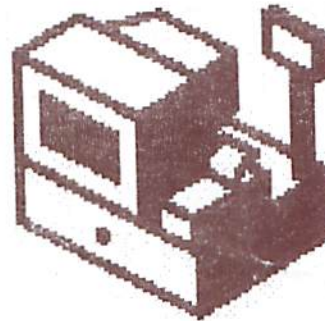
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- NEEDS APPROVAL OF:
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- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION i.e.,: Missing Purchase Affidavit
- OTHER:
- COMMENTS / RECOMMENDATION: The PO was done after the event.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 09/2010



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Feldmans Market Center
 100 North 10th Street
 McAllen, TX 78501
 (956) 687-9463
 (956)

Sales Receipt

Transaction #: 563579
 Account #: 126993
 Date: 5/1/2013 Time: 12:44:37 P
 Cashier: 26152 Register #: 6

Item	Description	Amount
60743	Coke Aluminum Bottle 8 5oz	\$14.28
8741	Ozarka Spring Water 5L 3 @ \$0.99	\$2.97
Sub Total		\$17.25
State Sales Tax		\$1.42
Total		\$18.67
MasterCard Credit Card Tendered		\$18.67
Change Due		\$0.00

Cardholder GUERRA/ROEI
 Last 4 3691
 Approval Code 020091

X
 I AGREE TO PAY ABOVE TOTAL AMOUNT
 ACCORDING TO CARD ISSUER AGREEMENT



563579

Thank you for shopping
 at Feldmans Market Center
 McAllen, Texas

SALE RECEIPT

Store #6215 tko 05/01/13 12:09:33
 Subway #6215
 618 N. 10th St.
 McAllen, Texas
 McAllen Tx 75504
 (956) 630-4376

Trans# 54 Clerk 2 Amy Mejia
 Dwr1 TRDT 050113 Reg-ID REG-MAIN
 Receipt # 0000265972

ITEM	QTY	PRICE	MEMO	PLU
FrshFitPlt	1	T \$ 35.00		20204
FrshFitPlt	1	T \$ 35.00		20204

SUBTOTAL \$ 70.00
 Sales Tx \$ 5.78

TAKE-OUT **TOTAL \$ 75.78
 CredCardAMT TEND \$ 75.78

CHANGE DUE\$ 0.00

How'd we do? Get a free cookie
 Take 1 min. survey at www.tellsurvey.com
 Approval No: 03218Z
 Reference No: 312117719799
 Acquired: Swipe
 Account No: *****3696
 Card Issuer: Mastercard
 Amount: \$75.78

Signature:

X
 I agree to pay above total amount
 according to the Card Issuer Agreement.

Take our 1-minute Survey at
 www.tellsurvey.com and receive a free
 cookie. Keep your receipt and write
 your unique coupon code
 here _____

Host Order ID: 621-43-759373

2013 MAY 10 PM 1 50

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 COUNTY AUDITOR



**HIDALGO COUNTY, TEXAS
NON-TRAVEL MEALS, REFRESHMENTS,
AND RELATED EXPENSE CLAIM**

DEPARTMENT INFORMATION

Department: County Judge's Office
 Department Contact Name: Irma Saenz
 Contact Phone Number: 956-318-2600 Ext. 5004

EVENT INFORMATION

Date: 5/1/2013 Start Time: 11:30 a.m. End Time: 1:30 p.m.
 Duration: #VALUE! Location: McAllen Chamber of Commerce
 Purpose of Event:
 Meeting Training Other: H. C. Drainage Advisory Committee Meeting
(Please explain.)

Attendees: *(Please attach sign-in sheet)*

County Employees 7 + Non-County Employees 9 = Total 16

Meals: *(Meals may not exceed \$10.00 per person including taxes and gratuity or \$250.00 per event.)*

Breakfast 0 + Lunch + Dinner = Total 0

Refreshments: *(Refreshments may not exceed \$3.00 per person or \$125.00 per event.)*

Related Expenses: *(Related expenses may not exceed \$25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	\$ 70.00	\$ -
Refreshments Expense:	\$ 17.25	\$ -
Related Expenses:	\$ -	\$ -
Total Event Expenses:	\$ 87.25	\$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 692075 Account Number: 3-1100-413-00-110-006-0-630 & 631

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Yolanda Chavez
 Name of Approving County Official/Department Head
 (Please Print)

2013 MAY 10 PM 1 50
 RECEIVED BY
 COUNTY MANAGER
 May 10, 2013

Signature of Approving County Official/Department Head

Date

AGENDA

Hidalgo County Drainage Advisory Committee McAllen Chamber of Commerce Board Room

Wednesday, May 1st, 2013
11:30am-1:30pm

Introductions

Old Business

1. Report on the financing of the bonds
- ✓ 2. Update on the work
3. Update on management and progress of bond-funded projects

New Business

1. Develop a process for continued or new role
2. Next steps

Adjourn

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**Hidalgo County Drainage Advisory Committee Meeting
McAllen Chamber of Commerce**

**Wednesday, May 1, 2013
11:30 a.m. – 1:30 p.m.**

Name	Phone	Address	E-mail
Gregory Green	292-7990	Hcpo#1	g.g@hcdcl.org
Hector 'Tito' Palacios	787-1891	H.C. Precinct 2	Raul.Silguero@co.hidalgo.tx.us
Raul Silguero, Jr.	787-1891	H.C. Precinct 2	" "
Virginia Townsend	581-6550	" " "	V-Townsend@sbcglobal.net
Yolanda Chapu	451-5296	County Judge	yolanda.chapu@co.hidalgo.tx.us
Ann Williams Cass	355-6637	P.O. Box 27 San Juan, TX 78589	AnnWCass@aol.com
Ken DeJarnett	739-9448	AHST 500 S. 15th McAllen	KdeJarnett@AHSTi.org
Ernie Williams	225-6675	2400 N. 10th McAllen TX	ernestwilliams.1@juno.com
Yvette Barrera	681-1151	City of McAllen	ybarrera@mcallen.net
Jorge Arcante	432-0760	City of McAllen	jorge.arcante@calton-tx.gov
AC Cuellar Jr.	227-1403	Pct 1	accuella@co.hidalgo.tx.us
Francisco Guajardo	494-3149	UTPA	Gyajardo@utpa.edu
Joe Phillips			

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**Hidalgo County Drainage Advisory Committee Meeting
McAllen Chamber of Commerce**

**Wednesday, May 1, 2013
11:30 a.m. – 1:30 p.m.**

Name	Phone	Address	E-mail
RAUL LOZANO	956-968-8733	1902 JOE STEPHENS WESLACO, TX	RAUL.LOZANO@CO.HIDALGO.TX.US
RAMIRO GUTIERREZ	956-782-2557	130 E. Park, Pharr, TX 78577	rgutierrez@rgec.net
Adrian Guerra	956-318-2600	302. W. University	
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2013 MAY 10 PM 1 50			

Requisition

Req # 00236130

PO # 692075

Date: 05/02/13

Bill To: x
x

Vendor: 362107
GUERRA, ADRIAN
C/O BUDGET OFFICE

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: Irma Saenz
956-318-2600

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Reimbursement for food and drink purchase for the Hidalgo County Drainage Advisory Committee Meeting held on 05/01/2013 at McAllen Chamber of commerce DO NOT DUPLICATE ORDER		
12.00	DOZ	Item #50743 Coke Aluminum Bottle 8.5 oz	1.19	14.28
2.00	EACH	Subway 6" Fresh Fit Tray	35.00	70.00
3.00	EACH	Item #8741 Ozarka Spring Water .5L	.99	2.97
		Account No _____	<u>Encumbrance</u>	
		3-1100-413-00-110-006-0-630	84.28	
		3-1100-413-00-110-006-0-631	2.97	
			Freight	.00
			Total	87.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

2013 MAY 10 PM 1 50
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Authorized By: _____



Purchase Order

COUNTY OF HIDALGO

PO#: 692075

DATE: 05/07/13

Page No 1 Of 1

VENDOR: 362107

REQ:00236130

Email:

Phone:

GUERRA, ADRIAN
C/O BUDGET OFFICE

BUYER:

SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: COUNTY JUDGE

Special Instructions:

Contract No:

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.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Reimbursement for food and drink purchase for the Hidalgo County Drainage Advisory Committee Meeting held on 05/01/2013 at McAllen Chamber of commerce		
12	DOZ	EX Item #50743 Coke Aluminum Bottle 8.5 oz	1.19	14.28
2	EACH	EX Subway 6" Fresh Fit Tray	35.00	70.00
3	EACH	EX Item #8741 Ozarka Spring Water .5L	.99	2.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		87.25

		For Hidalgo County use only		
		3-1100-413-00-110-006-0-630	84.28	
		3-1100-413-00-110-006-0-631	2.97	
		Approved		

				<p>RECEIVED BY</p> <p>COUNTY AUDITOR</p> <p>05 1 10 10 13</p>

Authorized by: _____

Martha R. Salazar *MS*

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. **Inspection, warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. **Safety warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6. **Price warranty.** The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. **Invoices and Payments.** A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. **Invoicing.** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. **Payment.** Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. **Gratuities.** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. **Delivery terms and transportation charges.** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. **Warranty against infringement.** Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. **Taxes.** Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. **Waiver of liens.** Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. **Interpretation - Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. **Prohibition against personal interest and contracts.** No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. **Miscellaneous.**

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.