

FILED
 AT 4:00 O'CLOCK P M
 AUG 25 2017
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY WIC
 BY Nec DEPUTY

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between **HIDALGO COUNTY WIC PROGRAM**, as Lessee, and **CORE BUSINESS SOLUTIONS, INC.**, as Lessor.

BACKGROUND

- A. By that certain Equipment Lease Agreement, # **9668484-001**, dated _____, **20**____, by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("**Lease**").
- B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. EFFECT OF HANDWRITTEN CHANGES. The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.

2. INDEMNITY. The first sentence of Section 6 of the Lease shall be amended to read as follows:

"To the extent permitted under the Constitution and the laws of the State of Texas, You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession."

3. MISCELLANEOUS. The following shall be immediately inserted after the eighth sentence of Section 13 of the Lease:

"Any modifications to the Lease must be approved by both parties."

4. EFFECTIVE DATE. This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.

5. EFFECT OF AMENDMENT. All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Lease, as set forth above.

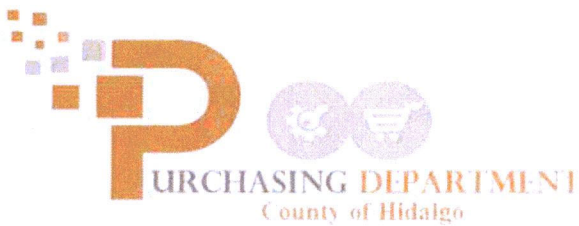
HIDALGO COUNTY WIC PROGRAM

CORE BUSINESS SOLUTIONS, INC.

By: Ramon Garcia
 Name: Ramon Garcia
 Title: County Judge
 Date of Execution: 8/24/17

By: _____
 Name: _____
 Title: _____
 Date of Execution: _____

APPROVED BY
 COMMISSIONERS' COURT
 ON: 6/13/17 ms



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

Service Agreements

Company's Name: Core Business Solutions

Department: WIC

CC Approval on 06/13/2017, AI- 60060

ATTEST:

BY: 
Honorable Arturo Guajardo, Jr., County Clerk



APPROVE AS TO FORM:

Office of Criminal District Attorney Ricardo Rodriguez, Jr.

BY: 
Honorable Josephine Ramirez, ADA

Betsy

- 2. L&G Consulting Engineers Inc: FM 1925 & N. Alamo Rd Project - \$7,400.90 - Invoice 11326310 / P.O. 684964;
- 3. L&G Consulting Engineers Inc: FM 1925 WA#1 Project - \$9,450.00 - Invoice 11326316 / P.O. 739761.

DD. AI-60138 Approval of Supplemental Agreement #4 - WA 1 for "Additional Services" with an "increase" of (\$ 6,730.00) revising the estimated total cost to (\$ 74,320.00) as submitted by project engineer, Halff Associates, Inc., under (on call) Professional Services Agreement# C-16-188-05-10 for "Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" (on an as needed basis) for Precinct 4, [Project: "Sanitation Collection Facility and "M" Road Building"].

EE. AI-60142 Acceptance and approval of the following invoices (for processing and payment) as submitted by contracted/project engineer, L&G Consulting Engineers Inc.:

- 1. Invoice No. 11326308 La Homa ROW -WA # 1 - \$4,320.00
- 2. Invoice No. 11326309 South Detention Basin Project - \$10,500.06
- 3. Invoice No. 11326302 Mile 3 Phase III - WA #3 - \$12,500.00
- 4. Invoice No. 11326305 Veterans Blvd. Project - WA #1 - \$9,527.76
- 5. Invoice No. 11326315 Liberty Road Project - WA #3 - \$77,852.75
- 6. Invoice No. 11326319 FM 494 Shary Rd. - WA #2 - \$32,400.00

FF. AI-60153 Approval of Payment Application No. 6 in the amount of \$462,181.10 submitted by L&G Construction, awarded contractor for Precinct 3 "South Detention Basin" project as certified for payment by project Engineer, L&G Engineer, C-16-161-08-09.

GG. AI-60166 Requesting authority to advertise and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Palm Subdivision Unit #2 with authority to re-advertise if and when applicable.

HH. AI-60060 WIC PROGRAM:

Requesting to enter into two (2) 36 month capital lease agreements under awarded vendor CORE BUSINESS SOLUTIONS, INC. through BUYBOARD contract #453-14, for a monthly grand total of \$731.54 between both leases.

(2) WIC - Copier Leases			
REQ #	Lease	Model	Monthly Amount
342508	36 month	MX-4070N	\$ 208.16 - equipment
			\$ 134.00 - service
			\$ 342.16 monthly total
342692	36 month	MX-M654N	\$ 249.38 - equipment
			\$ 140.00 - service
			\$ 389.38 monthly total

II. AI-59983 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements etc.) as attached hereto