

AI-8536

6.B.

**Request for two (2) new R.N. positions  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Dan Beltran, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

**Agenda Area:** Health & Human Services Dept.

**Information**

**CAPTION**

Health Clinics:

1. Discussion, consideration, and approval to create two (2) new regular full-time Registered Nurse positions, slot #'s 340-003-0109 and 340-003-0110 at \$55,167.00, for TB Clinic.

2. Approval of revised salary schedule.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available funding as of 03/26/2008. Funding pending CC approval. rc

**Attachments**

Link: [Job Desc.](#)

Link: [Fiscal Note](#)

Link: [Health Clinics PAR'S](#)

Link: [Revised Salary  
Schedule](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/24/2008 02:58 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/26/2008 03:55 PM	APRV
3	Dale Kennan	Dale Kennan	03/28/2008 11:14 AM	APRV
4	Human Resources		03/28/2008 04:28 PM	NEW
Form Started By: Dan Beltran			Started On: 03/24/2008 12:36 PM	
Final Approval Date: 03/28/2008				

# HIDALGO COUNTY HEALTH ADMINISTRATION DEPARTMENT

---

<b>Job Title:</b> RN	<b>FLSA Status:</b> Exempt
<b>Dept. Code:</b> 340	<b>Civil Service Status:</b> Exempt

---

**SUMMARY:**

Works under the supervision of the RN TB Clinic Supervisor and the TB physician. Functions as a tuberculosis clinic nurse. Responsible for monitoring all facets of TB Case Nursing Management (compliance of treatment, contact investigation etc.) and those on treatment for latent TB infection. Monitors tuberculosis activities in the jail and other correctional facilities as necessary. Assists with TB orientation and training of new personnel. Assists TB LVN in targeted TB screening.

**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- o Monitors assigned TB Cases for DOT/DOPT compliance Toxicity, TB contact investigations, and follow-up per standing protocols.
- o Monitors tuberculosis activities in jails and other correctional facilities.
- o Monitors and when necessary, develops ways of preparing and collecting data required by DSHS special population program. Assists special population TB LVN with completion of reports. Assures reports are submitted in a timely manner.
- o Assists in identifying TB Program needs to plan effective strategies and implement change. Understands and interprets public health laws and regulations as they pertain to tuberculosis control activities.
- o Assists in orienting and evaluating staff performance based on TB Program objectives as needed. Participates in TB Q&A.
- o Other duties as assigned per RN TB Clinic Supervisor or DON/ADON.
- o Assists with monitoring of infection control in the Pulmonary clinic.
- o Follows protocols on lab collection (blood and sputum)
- o Assists with other TB duties as assigned.

**EDUCATION AND EXPERIENCE:**

- o Formal nursing education leading to RN license plus three years experience

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- o Licensed RN in Texas
- o Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- o Must be able to be insured by County Insurance carrier.

**OTHER SKILLS AND ABILITIES:**

- o Bilingual English- Spanish required
- o Maybe be required to work other than normal or scheduled hours including weekends and holidays.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential

functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

**IMMUNIZATION/TB SCREENING REQUIREMENTS:**

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

**SAFETY REQUIREMENTS:**

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- o sitting for extended periods of time
- o frequent standing, bending and reaching
- o operating assigned equipment

Maintain mental capacity which permits:

- o making sound decisions and using good judgment
- o handling financial affairs effectively and honestly
- o maintaining confidentiality
- o demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- o working closely with others
- o working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- o making observations
- o reading and writing
- o operating assigned equipment
- o communicating with others

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all department safety regulations.

**Hidalgo County Budget Office**  
**FISCAL NOTE**

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court  
From: Valde Guerra, Budget Officer  
CC Date: Wednesday, April 02, 2008

Agenda Item: AI-8483

Summary of request/proposal: Requesting approval to create two (2) Regular Full-Time Registered Nurse positions, slot #'s 340-003-0109 and 340-003-0110 at \$55,167.00, for TB Clinic.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1100	RN	0109	113	0.00	55,167.00	55,167.00
1100	RN	0110	113	0.00	55,167.00	55,167.00
						<b>110,334.00</b>

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-441-00-340-003-0-	113	HEALTH CLINICS- PERM F/T EMPL	82,539.94
8-1100-441-00-340-003-0-	211	HEALTH CLINICS- HEALTH INSURANCE	6,230.10
8-1100-441-00-340-003-0-	212	HEALTH CLINICS- LIFE INSURANCE	49.38
8-1100-441-00-340-003-0-	220	HEALTH CLINICS- FICA	6,314.31
8-1100-441-00-340-003-0-	230	HEALTH CLINICS- RETIREMENT	7,247.01
8-1100-441-00-340-003-0-	250	HEALTH CLINICS- UNEMPLOYMENT COMP	412.70
8-1100-441-00-340-003-0-	260	HEALTH CLINICS- WORKER'S COMP	1,460.96
		2008 Budgetary Impact	<b>104,254.40</b>

**2009 Budgetary Impact: 139,360.46**

**Possible Funding Sources: GENERAL FUND/CONTINGENCY**

**Budget Office Recommendation:**






# HIDALGO COUNTY Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health + Human Services

DATE: 3.20.08

CURRENT POSITION TITLE: \_\_\_\_\_

CURRENT SLOT #: 340-009-0109

REQUESTED POSITION TITLE:  
(For new positions or reclassifications) RN

**REQUEST FOR:**

- New Position
- Temporary Position
- Position Reclassification\*

\*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: \$ \_\_\_\_\_ \$ 55,167.00 \$ 55,167.00  
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget
- Annual Budget Cycle
- Will Require Additional Funds RC
- Other \_\_\_\_\_

**POSITION Type:**

- Full Time Employee Object 113
  - Part Time Employee Object 114
  - Full Time Temporary Object 121
  - Part Time Temporary Object 122
- Enter hourly rate for temp. positions \$ \_\_\_\_\_  
Hourly Rate / 2,080 hrs. per year

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
------------	----------	----------------------	----------------	------------------------------------

- CIVIL SERVICE:**
- Exempt
  - Non-Exempt
  - N/A
- FLSA:**
- Exempt
  - Non-Exempt

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

An increase in tuberculosis related activity during the past two years has resulted in a need for additional Registered Nurses within our TB clinic

**NEW POSITION:** Brief job description and attach a copy of the new job description.

*See attached documents*




**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.		DATE	3/24/08	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.		DATE	3/27/2008	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.		DATE	3/28/2008	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE				



# HIDALGO COUNTY

## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:** Health & Human Services **DATE:** 3-20-08

**CURRENT POSITION TITLE:** \_\_\_\_\_ **CURRENT SLOT. #:** 340-009-0110

**REQUESTED POSITION TITLE:** RN  
(For new positions or reclassifications)

**REQUEST FOR:**

New Position       Temporary Position       Position Reclassification\*

\*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: \$ \_\_\_\_\_ \$ 55,167.00 \$ 55,167.00  
Current Budgeted Salary      Proposed Budgeted Salary      Net Change

Position to be funded from one of the following:

Current Department Budget       Annual Budget Cycle       Will Require Additional Funds

Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113       Part Time Employee Object 114  \_\_\_\_\_  
Enter hourly rate for temp. positions

Full Time Temporary Object 121       Part Time Temporary Object 122  \$ \_\_\_\_\_  
Hourly Rate / 2,080 hrs. per year

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
<b>CIVIL SERVICE:</b> Exempt <input type="checkbox"/> FLSA: Exempt <input checked="" type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> N/A <input type="checkbox"/>				

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

An increase in tuberculosis related activity during the past two years has resulted in a need for additional Registered Nurses within our TB clinic.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

*See attached documents.*



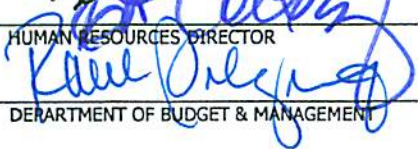
**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.		<u>3/24/08</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT HEAD	DATE			
2.		<u>3/27/2008</u>	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		<u>3/28/2008</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			

**HIDALGO COUNTY  
COMMISSIONER COURT  
2008 SALARY SCHEDULE**

**1100-441-00-340-003-0  
HEALTH CLINICS**

**AI-8536**

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	NURSE/MIDWIFE	\$83,778.00	\$0.00	\$83,778.00	0.04	\$3,351.12	\$0.00	\$87,129.00	\$87,129.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,129.00
0002	113	FAM NURSE PRAC	\$80,855.00	\$0.00	\$80,855.00	0.04	\$3,234.20	\$0.00	\$84,089.00	\$84,089.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,089.00
0003	113	DIR OF NURSING	\$72,227.00	\$0.00	\$72,227.00	0.04	\$2,889.08	\$0.00	\$75,116.00	\$75,116.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,836.00
0004	113	CHIEF FINANCIAL OFFCR	\$66,000.00	\$0.00	\$66,000.00	0.04	\$2,640.00	\$0.00	\$68,640.00	\$68,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,640.00
0005	113	ASST DIR NURSE	\$63,739.00	\$0.00	\$63,739.00	0.04	\$2,549.56	\$0.00	\$66,289.00	\$66,289.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,889.00
0006	113	DIRECTOR OF OPERATIONS	\$61,650.00	\$0.00	\$61,650.00	0.04	\$2,466.00	\$0.00	\$64,116.00	\$64,116.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,716.00
0007	113	RN TB CLIN SUP	\$55,676.00	\$0.00	\$55,676.00	0.04	\$2,227.04	\$0.00	\$57,903.00	\$57,903.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,903.00
0008	113	RN CLINIC SUPR	\$54,372.00	\$0.00	\$54,372.00	0.04	\$2,174.88	\$0.00	\$56,547.00	\$56,547.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,627.00
0009	113	RN CLINIC SUPR	\$54,372.00	\$0.00	\$54,372.00	0.04	\$2,174.88	\$0.00	\$56,547.00	\$56,547.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,087.00
0010	113	RN CLINIC SUPR	\$54,372.00	\$0.00	\$54,372.00	0.04	\$2,174.88	\$0.00	\$56,547.00	\$56,547.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,147.00
0011	113	RN CLINIC SUPR	\$54,372.00	\$0.00	\$54,372.00	0.04	\$2,175.00	\$0.00	\$56,547.00	\$56,547.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,267.00
0012	113	RN CLINIC SUPR	\$54,372.00	\$0.00	\$54,372.00	0.04	\$2,175.00	\$0.00	\$56,547.00	\$56,547.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,547.00
0013	113	RN SUPERVIS	\$54,372.00	\$0.00	\$54,372.00	0.04	\$2,174.88	\$0.00	\$56,547.00	\$56,547.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,147.00
0014	113	RN SUPERVISOR	\$52,667.00	\$0.00	\$52,667.00	0.04	\$2,107.00	\$0.00	\$54,774.00	\$54,774.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,314.00
0015	113	RN	\$50,923.00	\$0.00	\$50,923.00	0.04	\$2,037.00	\$0.00	\$52,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0016	113	RN	\$50,923.00	\$0.00	\$50,923.00	0.04	\$2,036.92	\$0.00	\$52,960.00	\$52,960.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,740.00
0017	113	RN	\$50,923.00	\$0.00	\$50,923.00	0.04	\$2,036.92	\$0.00	\$52,960.00	\$52,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,960.00
0018	113	PERSONNEL OFFICER	\$43,865.00	\$0.00	\$43,865.00	0.04	\$1,754.60	\$0.00	\$45,620.00	\$45,620.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,940.00
0019	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,898.00
0020	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,718.00
0021	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,838.00
0022	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,418.00
0023	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,418.00
0024	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,258.00
0025	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,418.00
0026	113	LVN	\$39,825.00	\$0.00	\$39,825.00	0.04	\$1,593.00	\$0.00	\$41,418.00	\$41,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,418.00
G027	113	EXECUTIVE SECR	\$37,508.00	\$0.00	\$37,508.00	0.04	\$1,500.32	\$0.00	\$39,008.00	\$39,008.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,148.00
0028	113	SYS SUPPORT SPEC	\$36,165.00	\$0.00	\$36,165.00	0.04	\$1,446.60	\$0.00	\$37,612.00	\$37,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,612.00
0029	113	TB RECORD MGR	\$35,035.00	\$0.00	\$35,035.00	0.04	\$1,401.40	\$0.00	\$36,436.00	\$36,436.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,636.00
0030	113	MEDICAID BILL	\$32,275.00	\$0.00	\$32,275.00	0.04	\$1,291.00	\$0.00	\$33,566.00	\$33,566.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,766.00
0031	113	BILLING SPECIALIST	\$28,757.00	\$0.00	\$28,757.00	0.04	\$1,150.28	\$0.00	\$29,907.00	\$29,907.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,507.00
0032	113	MED MAT TECH I	\$28,314.00	\$0.00	\$28,314.00	0.04	\$1,132.56	\$0.00	\$29,447.00	\$29,447.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,587.00
0033	113	MEDICAL ASST	\$25,502.00	\$0.00	\$25,502.00	0.04	\$1,020.08	\$0.00	\$26,522.00	\$26,522.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,882.00
0034	113	MEDICAL ASST	\$23,143.00	\$0.00	\$23,143.00	0.0432	\$1,000.00	\$0.00	\$24,143.00	\$24,143.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,683.00
0035	113	CLERK	\$22,564.00	\$0.00	\$22,564.00	0.0443	\$1,000.00	\$0.00	\$23,564.00	\$23,564.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,524.00
0036	113	CLERK MANAGER	\$22,563.00	\$0.00	\$22,563.00	0.0443	\$1,000.00	\$0.00	\$23,563.00	\$23,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,563.00
0037	113	CLERK MANAGER	\$22,563.00	\$0.00	\$22,563.00	0.0443	\$1,000.00	\$0.00	\$23,563.00	\$23,563.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,763.00
0038	113	CLERK MANAGER	\$22,563.00	\$0.00	\$22,563.00	0.0443	\$1,000.00	\$0.00	\$23,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0039	113	CLERK MANAGER	\$22,563.00	\$0.00	\$22,563.00	0.0443	\$1,000.00	\$0.00	\$23,563.00	\$23,563.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,983.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2008 SALARY SCHEDULE**

**1100-441-00-340-003-0  
HEALTH CLINICS**

**AI-8536**

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0040	113	CLERK MANAGER	\$22,533.00	\$0.00	\$22,533.00	0.0444	\$1,000.00	\$0.00	\$23,533.00	\$23,533.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,853.00
0041	113	CLERK	\$21,733.00	\$0.00	\$21,733.00	0.046	\$1,000.00	\$0.00	\$22,733.00	\$22,733.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,693.00
0042	113	LAB WORKER	\$21,648.00	\$0.00	\$21,648.00	0.0462	\$1,000.00	\$0.00	\$22,648.00	\$22,648.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,308.00
0043	113	COURIER CLERK	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,780.00
0044	113	RECEPTIONIST	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,540.00
0045	113	CLINIC AIDE	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,080.00
0046	113	CLINIC AIDE	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0047	113	INVENTORY SPECIALIST	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,300.00
0048	113	CLERK	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,300.00
0049	113	CLERK	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0050	113	CLERK	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0051	113	CLINIC AIDE	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0052	113	CLINIC AIDE	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,300.00
0053	113	CLERK	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00
0055	113	CLINIC AIDE	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,300.00
0056	113	CLINIC AIDE	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,420.00
0057	113	CLERK	\$21,000.00	\$0.00	\$21,000.00	0.0476	\$1,000.00	\$0.00	\$22,000.00	\$22,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,300.00
G058	113	PUBLIC HEALTH SPECIALIST	\$16,397.00	\$646.00	\$17,043.00	0.04	\$682.00	\$0.00	\$17,725.00	\$17,053.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,053.00
G059	113	RN	\$14,353.00	\$0.00	\$14,353.00	0.04	\$574.00	\$0.00	\$14,927.00	\$14,927.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,927.00
G060	113	LVN	\$12,696.00	\$0.00	\$12,696.00	0.04	\$508.00	\$0.00	\$13,204.00	\$13,204.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,164.00
G061	113	LVN	\$12,695.00	\$0.00	\$12,695.00	0.04	\$508.00	\$0.00	\$13,203.00	\$13,203.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,203.00
G062	113	LVN	\$12,695.00	\$0.00	\$12,695.00	0.04	\$508.00	\$0.00	\$13,203.00	\$13,203.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,203.00
G063	113	LVN	\$12,637.00	\$0.00	\$12,637.00	0.04	\$505.00	\$0.00	\$13,142.00	\$13,142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,142.00
G064	113	SPEC PO LVN	\$10,095.00	\$0.00	\$10,095.00	0.04	\$404.00	\$0.00	\$10,499.00	\$10,499.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,499.00
G065	113	TB OUTREACH WK	\$9,828.00	\$0.00	\$9,828.00	0.0468	\$460.00	\$0.00	\$10,288.00	\$10,288.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,588.00
0066	114	PART TIME CLERK	\$4,648.00	\$0.00	\$4,648.00	0.04	\$186.00	\$0.00	\$4,834.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G067	113	SOCIAL WORKER	\$8,499.00	\$0.00	\$8,499.00	0.04	\$340.00	\$0.00	\$8,839.00	\$8,839.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,199.00
G068	113	LVN	\$8,478.00	\$0.00	\$8,478.00	0.04	\$339.00	\$0.00	\$8,817.00	\$8,817.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,817.00
G069	113	LVN	\$8,478.00	\$0.00	\$8,478.00	0.04	\$339.00	\$0.00	\$8,817.00	\$8,817.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,597.00
G070	113	LVN	\$8,478.00	\$0.00	\$8,478.00	0.04	\$339.00	\$0.00	\$8,817.00	\$8,817.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,657.00
G071	113	OUTREACH WORK	\$7,639.00	\$0.00	\$7,639.00	0.04	\$306.00	\$0.00	\$7,945.00	\$7,945.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,845.00
G072	113	RN	\$6,771.00	\$0.00	\$6,771.00	0.04	\$271.00	\$0.00	\$7,042.00	\$7,042.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,042.00
G073	113	RN	\$6,768.00	\$0.00	\$6,768.00	0.04	\$271.00	\$0.00	\$7,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G074	113	RN	\$6,768.00	\$0.00	\$6,768.00	0.04	\$271.00	\$0.00	\$7,039.00	\$7,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,039.00
G075	113	TB OUTREACH WK	\$6,688.00	\$0.00	\$6,688.00	0.0446	\$298.00	\$0.00	\$6,986.00	\$6,986.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,986.00
G076	113	BILLING COORD	\$4,728.00	\$0.00	\$4,728.00	0.04	\$189.00	\$0.00	\$4,917.00	\$4,917.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,357.00
G077	113	CLERK MANAGER	\$4,434.00	\$0.00	\$4,434.00	0.0449	\$199.00	\$0.00	\$4,633.00	\$4,633.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,993.00
G078	113	ELIGIB SPECIAL	\$4,216.00	\$0.00	\$4,216.00	0.0472	\$199.00	\$0.00	\$4,415.00	\$4,415.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,415.00
G079	113	ELIGIB SPECIAL	\$4,213.00	\$0.00	\$4,213.00	0.0472	\$199.00	\$0.00	\$4,412.00	\$4,412.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,412.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2008 SALARY SCHEDULE**

**1100-441-00-340-003-0  
HEALTH CLINICS**

**AI-8536**

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G080	113	CLERK MANAGER	\$3,541.00	\$0.00	\$3,541.00	0.0449	\$159.00	\$0.00	\$3,700.00	\$3,700.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,240.00
G081	113	BILLING CLERK	\$3,366.00	\$0.00	\$3,366.00	0.0472	\$159.00	\$0.00	\$3,525.00	\$3,525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,525.00
G082	113	SOCIAL WORKER	\$3,323.00	\$0.00	\$3,323.00	0.04	\$133.00	\$0.00	\$3,456.00	\$3,456.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,456.00
G083	113	SOCIAL WORKER	\$3,323.00	\$0.00	\$3,323.00	0.3009	\$1,000.00	\$0.00	\$4,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G084	113	CLINIC AIDE	\$4,728.00	\$0.00	\$4,728.00	0.0476	\$225.00	\$0.00	\$4,953.00	\$4,953.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,953.00
G085	113	BILLING CLERK	\$4,728.00	\$0.00	\$4,728.00	0.0476	\$225.00	\$0.00	\$4,953.00	\$4,953.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,953.00
G086	113	MAINT WORKER	\$2,213.00	\$0.00	\$2,213.00	0.0476	\$105.00	\$0.00	\$2,318.00	\$2,318.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,398.00
G087	113	TB OUTREACH WK	\$1,519.00	\$0.00	\$1,519.00	0.0431	\$65.00	\$0.00	\$1,584.00	\$1,584.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,124.00
G088	113	OUTREACH WORK	\$1,469.00	\$0.00	\$1,469.00	0	\$66.00	\$0.00	\$1,535.00	\$1,534.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,954.00
G089	113	ASST TB RECORDS MNGR	\$1,444.00	\$0.00	\$1,444.00	0.0453	\$65.00	\$0.00	\$1,509.00	\$1,509.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,109.00
G090	113	TB OUTREACH WK	\$1,398.00	\$0.00	\$1,398.00	0.0468	\$65.00	\$0.00	\$1,463.00	\$1,463.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,823.00
G091	113	ASST TVFC MGR	\$1,100.00	\$0.00	\$1,100.00	0.0434	\$48.00	\$0.00	\$1,148.00	\$1,148.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,148.00
G092	113	COMMUNITY SERVICE AIDE	\$1,484.00	\$0.00	\$1,484.00	0.0476	\$71.00	\$0.00	\$1,555.00	\$1,555.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,555.00
G093	113	COMM SER AIDE	\$1,484.00	\$0.00	\$1,484.00	0.0476	\$71.00	\$0.00	\$1,555.00	\$1,555.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,855.00
G094	113	CLERK MANAGER	\$22,563.00	\$0.00	\$22,563.00	0.0443	\$1,000.00	\$0.00	\$23,563.00	\$23,563.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,403.00
G095	113	COMM SERVICE AIDE	\$508.00	\$0.00	\$508.00	0	\$24.00	\$0.00	\$532.00	\$532.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$532.00
G096	113	COMM SER AIDE	\$508.00	\$0.00	\$508.00	0	\$24.00	\$0.00	\$532.00	\$532.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$532.00
G097	113	TECHNICIAN I-SURV	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
G098	113	LVN/HLTH EDUCA	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$960.00
G099	113	EPIDEMIOLOGIST	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G100	113	TECHNICIAN	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
G101	113	COORDINATOR/TRN	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
G102	113	RISK COMM PLANNER	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540.00
G103	113	TECHNICIAN	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00
G104	113	PUB HLTH PREP COORD	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
G105	113	LVN / SURV	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
G106	113	TVFC MANAGER	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G107	113	IMMTRAC/PICS OUTREACH SPECIALIST	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
G108	113	IMMTRAC/PICS OUTREACH SPECIALIST	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G109	113	RN	\$0.00	\$55,167.00	\$55,167.00	0	\$0.00	\$0.00	\$55,167.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G110	113	RN	\$0.00	\$55,167.00	\$55,167.00	0	\$0.00	\$0.00	\$55,167.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>			\$2,348,388.00	\$110,980.00	\$2,459,368.00		\$98,465.20	\$0.00	\$2,557,834.00	\$2,354,108.00	\$40,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,394,968.00

**NEW PROPOSED POSITIONS PENDING CC APPROVAL.**

**AI-8522**  
**Indigent Health Care Program**  
**CC REGULAR**

**6.C.**

**Date:** 04/01/2008  
**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
**Submitted For:** Dairen Sarmiento  
**Department:** HEALTH & HUMAN SERVICES DEPT.  
**Agenda Area:** Health & Human Services Dept.

---

**Information**

**CAPTION**

Indigent Health Care Program:

1. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent Health Care Program, in the amount of \$10,059.00.
2. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health Care Program, in the amount of \$50,923.88.
3. Approval to pay invoices submitted by Data Rx in the amount of \$74,051.99 for pharmaceutical services provided to the Indigent Health Care Program (March 1 - March 15, 2008).
4. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program no. 004 to program no. 003 in the amount of \$135,034.87.

**BACKGROUND**

PAYMENTS WILL BE DEDUCTED FROM 3RD QUARTER UPL DRAW DOWN.

---

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 8-1249-444-00-240-003-8-899

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

**BUDGETARY IMPACT:**

Funding pending approval of interdept transfer in the amount of \$135,034.87.

**FISCAL YEAR:** **ACCT. #:** 8-1249-444-00-240-004-8-843

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

**BUDGETARY IMPACT:**

Transfer from Program 004 to 003 in the amount of \$135,034.87. Available balance in program 004 is \$6,683,506.81 as of 3/25/08.

---

**Attachments**

Link: [agreement](#)

Link: [ATTESTATION UTMB FACULTY](#)

Link: [UTMB FACULTY REPORT](#)

Link: [ATTESTATION UTMB HOSPITAL](#)

Link: [UTMB HOSPITAL REPORT](#)

Link: [Attestation Data Rx](#)

Link: [Data Rx Report](#)

Link: [Indigent Health-Interdept transfers](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/24/2008 03:04 PM	APRV
2	Dale Kennan	Dale Kennan	03/25/2008 02:12 PM	APRV
3	Angelica Tapia	Angelica Tapia	03/25/2008 03:35 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 10:59 AM	APRV
5	Auditor's Office	Linda Fong	03/28/2008 10:59 AM	APRV
6	Purchasing Department	Marty Salazar	03/28/2008 11:34 AM	APRV
7	Court Administrator	Monica Badillo	03/28/2008 01:00 PM	APRV

Form Started By: Dairen Sarmiento

Started On: 03/20/2008 11:10 AM

Final Approval Date: 03/28/2008

---

**INTERLOCAL COOPERATION ACT CONTRACT  
TO PROVIDE HEALTH CARE SERVICES  
BETWEEN  
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
AND THE COUNTY OF HIDALGO**

This Interlocal Cooperation Act Contract (the "Contract") is entered into pursuant to the authority granted and in compliance with *Chapter 791, Texas Government Code* by and between **The University of Texas Medical Branch at Galveston**, a component institution of The University of Texas System and an agency of the State of Texas for and on behalf of its Community Health Services ("UTMB"), and **Hidalgo County, Texas** (the "County") for the provision of the health care services to the County's eligible residents described herein.

This Contract is subject to the provisions of the Texas Indigent Health Care and Treatment Act (the "Act"), *Chapter 61, Texas Health & Safety Code*. Notwithstanding any provision in the Contract to the contrary, nothing in the Contract shall be construed as altering the County's financial responsibility for the treatment of indigents beyond that contained in the Act.

**I. Definitions – Specific terms used in this Contract are . . .**

1.1. **Eligible Resident:** An Eligible Resident is a County resident who:

1.1.1. Presents a valid County identification card to UTMB:

1.1.2. Presents a valid referral authorization from the County indigent health care office or from a physician designated by the County indigent health care office as authorized to make referrals; or

1.1.3. Is referred to UTMB for treatment by an authorized County official and/or designated County agent providing a valid authorization.

1.2. **Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.

1.3. **Patient Encounter:** A patient encounter includes each visit and all associated procedures and treatment performed by UTMB as a part of rendering health care services in accordance with this Contract.

1.4. **Primary Care:** General health care services that are provided by family practitioners, pediatricians, and internal medicine physicians.

1.5. **Secondary Care:** Specialty health care services provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.

1.6. **Tertiary Care:** Health care services provided within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

Interlocal Cooperation Act Contract between The University of Texas Medical Branch at Galveston  
and Hidalgo County, Texas to Provide Health Care Services

## II. Responsibilities – Each contracting party has these responsibilities. . .

### 2.1. County's Responsibilities:

- 2.1.1. The County agrees to pay UTMB the fees charged to the County by UTMB for health care services rendered pursuant to this Contract (the "invoice") within forty-five (45) days of the invoice date except for amounts specifically disputed in accordance with Section 2.1.3. All such payments shall be made to UTMB within the 45-day period notwithstanding any outstanding claim for insurance reimbursement or otherwise the County or Eligible Resident may have against a third party and no managed care edits or adjustments may be made by the County to the invoiced amount.
- 2.1.2. The County agrees to pay interest to UTMB on all amounts due and owing and not paid within forty-five (45) days of the invoice date at the rate of one percent (1%) per month or fraction thereof beginning on the 46th day from the invoice date until the date of payment.
- 2.1.3. In the event that the County disputes all or any portion of an amount included in an invoice, the County will notify UTMB in writing of the specific reason for which the amount is being disputed. Valid reasons for dispute include (i) appointment not authorized; (ii) cap out; and (iii) Medicaid patient. In the case of the first two, UTMB and County will consult their respective records to resolve the dispute. In the case of a Medicaid patient, the County will provide the Medicaid Number, the Add Date, Effective Date and Term Date and such other information as is reasonably requested by UTMB. Any other reason for disputing a charge (i.e., duplicate charge) must be accompanied by a full explanation of the reason for non-payment and evidence that such charge is not valid and the County will provide to UTMB such additional information as is reasonably requested by UTMB. All notices of dispute shall be in writing, specific, in good faith, and promptly forwarded to the respective UTMB billing entity, but in no event later than forty-five (45) days from the invoice date. Dispute notices received by UTMB later than forty-five (45) days shall be null and void and the disputed amount, together with accrued interest beginning on the 46<sup>th</sup> day from the invoice date until the date of payment, shall be due and owing from the County to UTMB. In the event a dispute is resolved in the County's favor, County shall not be responsible for any interest on the disputed portion of the invoice. Notices for dispute of an invoiced amount are to be sent directly to the respective UTMB billing entity set forth in Section 2.1.4 with the appropriate documentation necessary for each such billing entity:
  - 2.1.3.1 Dispute notices concerning physicians' services should be documented on the provided Physicians' Charges Summary Report with the amount paid per individual claim.
  - 2.1.3.2 Dispute notices concerning hospital services should be documented on the provided Hospital Charges Summary Report with the amount paid per individual claim.

- 2.1.4. Payment of invoices are to be paid directly to the following respective UTMB billing entity:
- 2.1.4.1 Physician payments mailed to: UTMB Faculty Group Practice, P.O. Box 4797-710, Houston, TX. 77210-4797
  - 2.1.4.2 Hospital payments mailed to: UTMB at Galveston, P.O. Box 4786-730, Houston, TX. 77210-4786
- 2.1.5. The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.
- 2.1.6. The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A.
- 2.1.7. The County agrees to refer Eligible Residents through its indigent health care office, a physician designated by the County indigent health care office and/or a designated third party administrator as authorized by the County to make referrals.
- 2.1.8. The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 2.1.9. The County shall identify to UTMB the specific indigent health care officials who can authorize referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials or designated third party administrators for telephone eligibility verification and patient referral.
- 2.1.10. The County shall be solely responsible for arranging for any follow-up medical care or health care services to be performed by UTMB including referral form completion for Eligible Residents referred to UTMB.
- 2.1.11. The County shall ensure that all referrals contain a valid and unique authorization identifier for each patient encounter. An authorization identifier is needed to evidence the guarantee of benefits and eligibility for the referral and is proof for payment of health care services provided by UTMB under this Contract in the patient encounter.
- 2.1.12. The County is responsible to provide upon execution of this Contract a list of any specific procedures that will require additional authorization during the term of this Contract.
- 2.1.13. County agrees to pay those fees in accordance with Section III for Emergency Care received by any County Eligible Resident at the UTMB Emergency Room.

2.1.14. County agrees to use commercially reasonable efforts to ensure that an Eligible Resident's accrued claims do not exceed County's statutory responsibility under the Act. UTMB agrees to cooperate reasonably with the County to provide claims for Eligible Residents to County in a commercially reasonable manner so as to minimize the County's financial exposure pursuant to this section. County agrees to notify UTMB by fax at (409) 747-0850 when an Eligible Resident reaches 60% of the County's statutory responsibility.

## 2.2 **UTMB's responsibilities:**

2.2.1. UTMB agrees to provide health care services to the County's Eligible Residents at the percentage of current charges set out in Section III below.

2.2.2. UTMB agrees to provide invoices on a timely basis to the County from each billing entity:

2.2.2.1 Physician invoices will be sent to the County batched on a monthly basis within ninety-five (95) days of the provision of physicians services under this Contract.

2.2.2.2 Hospital invoices will be sent to the County batched on a monthly basis within one-hundred and twenty-five (125) days of the provision of hospital services under this Contract

2.2.3 UTMB agrees that it will not "balance bill" for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept County's payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to refund the County for the amount received from the third party payer not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents.

2.2.4 UTMB agrees to provide discharge summaries and consultation reports to the County's indigent health care office.

2.2.5 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.

2.2.6 UTMB invoices shall include a HCFA UB-04 for inpatient/hospital services and a HCFA 1500 for outpatient/physician services. UTMB shall provide all necessary documents in its possession to assist County in seeking reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents.

- 2.2.7 UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced claims.
- 2.2.8 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for health care services under this Contract.
- 2.2.9 UTMB agrees to comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer County residents not requiring Emergency Care to the County's indigent health care office for referral in accordance with the provisions of this Contract.
- 2.2.10 UTMB agrees to provide health care services for non-emergent, non-eligible residents of the County in accordance with UTMB's Provisional Pay Status program.
- 2.2.11 UTMB provides professional liability insurance coverage for employed UTMB faculty, qualifying part-time contracted faculty, residents, and students through the University of Texas System Professional Medical Liability Benefit Plan (the "Plan") for claims arising from or related to acts and/or omissions occurring within the course and scope of their clinical, educational, and research duties and responsibilities. The plan provides coverage of \$500,000 per claim and \$1.5 million in annual aggregate and is an "incurred" plan and provides "tail" coverage. UTMB agrees to provide evidence of current coverage under such policies and to immediately inform County of any actual or proposed material modification, cancellation, or termination of such insurance. County acknowledges that, as an agency of the State of Texas, UTMB's liability for the tortious conduct of UTMB employees or for injuries caused by conditions of tangible personal property is provided for by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104, and 108). Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of Texas Labor Code, Chapter 503.

**2.3 Health care services not UTMB's responsibility:**

- 2.3.1 UTMB does not agree to provide Outpatient Pharmacy services.
- 2.3.2 UTMB does not agree to provide transportation to and from UTMB.
- 2.3.3 UTMB does not agree to provide take-home medical supplies.

**III. Fee Schedule and Payments—**

- 3.1 UTMB agrees to provide the health care services performed pursuant to this Contract for a fee based on 35% of the UTMB billed charges for such services in effect at UTMB at the time the services are performed.
- 3.2 County agrees to pay all such fees to UTMB in accordance with Sections 2.1.1, 2.1.2, 2.1.3 and 2.1.4.

Interlocal Cooperation Act Contract between The University of Texas Medical Branch at Galveston and Hidalgo County, Texas to Provide Health Care Services

#### IV. Warranties --

- 4.1 UTMB warrants that (1) the health care services to be performed hereunder are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- 4.2 County warrants that (1) it has authority to perform the services under authority granted in Chapter 61, *Texas Health & Safety Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

#### V. Miscellaneous - Both parties agree to the following...

- 5.1 Mutual Indemnity To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 5.2 Term and Termination. This term of this Contract shall be from September 1, 2007 through August 31, 2008, regardless of the date of execution. This Contract may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Contract shall supersede and replace any previous agreement for indigent health care services between County and UTMB.
- 5.3 Jurisdiction/Venue. The parties agree that this Contract shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Austin, Texas.
- 5.4 Entire Agreement/Amendment. This Contract constitutes the entire agreement between the parties. This Contract may be amended only in writing and signed by both parties.

- 5.5 HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) (“HIPAA”). To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as “Protected Information”) as regulated by the Department of Health and Human Services (DHHS) through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to as “the HIPAA Rules,” such party agrees to keep private and to secure any information considered Protected Information in accordance with federal law.
- 5.5.1 Each party agrees to only use and disclose Protected Information as required to perform the services outlined in this Contract. Each party may use and disclose Protected Information for the proper management and administration of the Contractor’s operations and for data aggregation services to the extent permitted by the HIPAA Rules.
- 5.5.2 Neither party will use or further disclose Protected Information other than as permitted or required under this Contract or as required by law.
- 5.5.3 Each party will use appropriate safeguards to prevent the use or disclosure of Protected Information for any reason other than as provided by this Agreement. Each party will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Information that it creates, receives, maintains or transmits on behalf of UTMB.
- 5.5.4 Each party agrees to promptly notify the other of any use or disclosure of Protected Information not provided for in this Contract of which it becomes aware and to report to the other any instances, including security incidents, of which it is aware in which Protected Information is used or disclosed for a purpose that is not otherwise provided for in this Contract or for a purpose not expressly permitted by the HIPAA Rules.
- 5.5.5 Each party agrees to require any agents or subcontractors who receive Protected Information to be bound by the same restrictions and conditions outlined in this Contract. Additionally, each party agrees to ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of electronic Protected Information that each party creates, receives, maintains, or transmits on behalf of the other.
- 5.5.6 To the extent it is determined either party maintains a Designated Record Set, such party agrees to follow 45 CFR §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Rules.
- 5.5.7 Each party agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the other available to the Secretary of Health and Human Services or the Secretary’s designee for purposes of determining UTMB’s compliance with the HIPAA Privacy Regulations.

- 5.5.8 After termination of the Agreement, each party agrees to return or destroy all Protected Information, if feasible, and, if not feasible, such party agrees to continue to protect the Protected Information from wrongful uses and disclosures.
- 5.5.9 Each party understands that either party may terminate this Contract immediately if it determines the other party violated a material term of this Contract and such party's actions are not successful in remedying the breach. If termination is not feasible, such party may report the problem to the Secretary of Health and Human Services.
- 5.5.10 Each party may use and disclose de-identified Protected Information if the other approves of the use of de-identified Protected Information and the Protected Information is de-identified in compliance with the HIPAA Rules.
- 5.5.11 Each party shall ensure that all uses and disclosures of Protected Information are subject to the principle of "minimum necessary use and disclosure," i.e., that only Protected Information that is the minimum necessary to accomplish the intended purpose of the use, or disclosure is used or disclosed.
- 5.6 Notices. Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this Section:


UTMB: Lawrence E. Revill  
Vice President of Finance  
301 University Blvd.  
Galveston, Texas 77555-0153

Cc to: Scott M. Hermstein  
Executive Director-Community Health Services  
301 University Blvd.  
Galveston, Texas 77555-0120  
Phone: (409) 747-5599  
Fax: (409) 747-8797  
Email: [smhermst@utmb.edu](mailto:smhermst@utmb.edu)

County: Honorable Judge Ramon Garcia  
Hidalgo County Judge  
Hidalgo County Courthouse  
Edinburg, Texas 78541

- 5.7. State Auditor's Office. The parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.
- 5.8. Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.
- 5.9. Severability. If any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 5.10. Public Records. It shall be the independent responsibility of UTMB and County to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Neither party is authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other party.

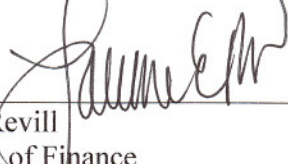
**COUNTY OF HIDALGO**

By:   
 Honorable Judge J.D. Salinas III  
 Hidalgo County Judge

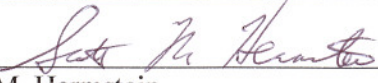
Date: 8/21/07

**APPROVED BY**  
**COMMISSIONER OF THE COURT**  
 ON: 8/14/07

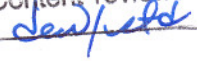
**THE UNIVERSITY OF TEXAS MEDICAL  
 BRANCH AT GALVESTON**

By:   
 Lawrence E. Revill  
 Vice President of Finance

Date: AUG 28 2007

By:   
 Scott M. Hermstein  
 Executive Director-Community Health Services

Date: 8/28/07

Content reviewed  




**Exhibit B - Clinical Information-County/District Referral Form**

Date: \_\_\_\_\_ Form initiated by: \_\_\_\_\_ (county/dist.) Ph #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Faculty/PCP: \_\_\_\_\_ Provider #: \_\_\_\_\_ Ph. #: \_\_\_\_\_ fax #: \_\_\_\_\_

SCP: \_\_\_\_\_ Provider #: \_\_\_\_\_ Ph. #: \_\_\_\_\_ fax #: \_\_\_\_\_

(Specialty Physician's Name)

Select appropriate request: Approval for: Procedure [ ] Referral [ ]  
Consultation [ ] More Visits [ ]

Procedure/Service Requested: \_\_\_\_\_

\_\_\_\_\_ CPT: \_\_\_\_\_

Diagnosis: \_\_\_\_\_ ICD-9: \_\_\_\_\_

Symptoms: \_\_\_\_\_

Pertinent History: \_\_\_\_\_

Previous Treatments: \_\_\_\_\_

Current Meds: \_\_\_\_\_

Treatment Plan: \_\_\_\_\_

**Financial Information**

County/District Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

County/Dist rep's name: \_\_\_\_\_ Patient's Phone #: \_\_\_\_\_

Patient Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Authorization #: \_\_\_\_\_ County #: \_\_\_\_\_ Case in computer? Y / N

No. of visits approved: \_\_\_\_\_ Expiration date of approval: \_\_\_\_\_

Other pertinent information: \_\_\_\_\_

Appointment made? Y / N

Patient notified? Y / N

Date/Time of Appointment: \_\_\_\_\_

IF denied, MD notified? Y / N

IF denied, patient notified? Y / N

Authorization obtained by: \_\_\_\_\_ Date: \_\_\_\_\_

**Write in Patient Information/Affix Label:**

Name: \_\_\_\_\_

UH#: \_\_\_\_\_

**Contract Care Approval Form**

The University of Texas  
Medical Branch Hospitals & Clinics  
Galveston, Texas

**Hidalgo County Health and Human Services Department  
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on April 1, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$10,059.00  
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$10,059.00  
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

*Blairn Sarmiento* 3-24-08  
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.



# Provider Payment Itemization



3/24/2008

Home Find Add Interview Analyze Administer Help Logout

Batch Record: BatchID=65 Updated 3/20/2008 3:17:50 PM by Dairen.Sarmiento

Edit

## Provider Payment Itemization Explanation of Benefits for Batch # FY08-27A 4/1/2008

There are 77 total payments consisting of a total of 112 payment lines. The Billed total is \$36,060.00; the Paid total is \$10,059.00; the difference is \$26,001.00. You may also view results in [Client Itemization](#), [Accounting Itemization](#), [Health Care Services Record](#), or [Excel®](#).

The following Providers have payments in this itemization:

1. [UTMB FACULTY GROUP PRACTI](#) ([View Payment Itemization](#)) ([List Batch Payments](#))

0.00	*
36,060.00	+
35.00	-
800.00	-
35.00	-
180.00	-
200.00	-
200.00	-
255.00	-
295.00	-
3,115.00	-
1,920.00	-
215.00	-
70.00	-
28,740.00	*
28,740.00	x
0.35	=
10,059.00	*

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH
91847	90155A	UTMB FACULTY GROUP PRACTI	10/11/2007	\$375.00	\$131.25	FY08-27A
91844	017919	UTMB FACULTY GROUP PRACTI	1/10/2008	\$75.00	\$26.25	FY08-27A
91841	90155A	UTMB FACULTY GROUP PRACTI	12/20/2007	\$0.00	\$0.00	FY08-27A
91838	90155A	UTMB FACULTY GROUP PRACTI	1/10/2008	\$0.00	\$0.00	FY08-27A
91836	510036	UTMB FACULTY GROUP PRACTI	1/18/2008	\$130.00	\$45.50	FY08-27A
91834	016398	UTMB FACULTY GROUP PRACTI	1/10/2008	\$75.00	\$26.25	FY08-27A
91830	018247	UTMB FACULTY GROUP PRACTI	12/31/2007	\$215.00	\$75.25	FY08-27A
91828	018247	UTMB FACULTY GROUP PRACTI	12/31/2007	\$575.00	\$201.25	FY08-27A
91825	018247	UTMB FACULTY GROUP PRACTI	1/2/2008	\$295.00	\$103.25	FY08-27A
91823	018247	UTMB FACULTY GROUP PRACTI	1/2/2008	\$3,845.00	\$1,345.75	FY08-27A
91820	018247	UTMB FACULTY GROUP PRACTI	1/3/2008	\$305.00	\$106.75	FY08-27A
91819	018247	UTMB FACULTY GROUP PRACTI	12/30/2007	\$35.00	\$12.25	FY08-27A
91817	510036	UTMB FACULTY GROUP PRACTI	1/18/2008	\$235.00	\$82.25	FY08-27A
91813	510036	UTMB FACULTY GROUP PRACTI	1/18/2008	\$150.00	\$52.50	FY08-27A
91808	018247	UTMB FACULTY GROUP PRACTI	1/8/2008	\$465.00	\$162.75	FY08-27A
91755	014185	UTMB FACULTY GROUP PRACTI	12/21/2007	\$110.00	\$38.50	FY08-27A
91753	014185	UTMB FACULTY GROUP PRACTI	1/18/2008	\$110.00	\$38.50	FY08-27A
91750	596996	UTMB FACULTY GROUP PRACTI	11/29/2007	\$800.00	\$0.00	FY08-27A
81686	6745	UTMB FACULTY GROUP PRACTI	1/28/2008	\$35.00	\$0.00	FY08-27A
81670	596996	UTMB FACULTY GROUP PRACTI	11/29/2007	\$3,945.00	\$1,380.75	FY08-27A
81669	393679	UTMB FACULTY GROUP PRACTI	4/23/2007	\$750.00	\$0.00	FY08-27A
81667	393679	UTMB FACULTY GROUP PRACTI	4/11/2007	\$380.00	\$0.00	FY08-27A
81666	393679	UTMB FACULTY GROUP PRACTI	4/11/2007	\$35.00	\$0.00	FY08-27A
81665	393679	UTMB FACULTY GROUP PRACTI	4/23/2007	\$1,920.00	\$0.00	FY08-27A
81663	393679	UTMB FACULTY GROUP PRACTI	4/23/2007	\$3,115.00	\$0.00	FY08-27A
81662	596996	UTMB FACULTY GROUP PRACTI	10/31/2007	\$35.00	\$12.25	FY08-27A
81661	596996	UTMB FACULTY GROUP PRACTI	10/31/2007	\$30.00	\$10.50	FY08-27A
81660	014185	UTMB FACULTY GROUP PRACTI	11/26/2007	\$110.00	\$38.50	FY08-27A
81659	90155A	UTMB FACULTY GROUP PRACTI	10/23/2007	\$140.00	\$49.00	FY08-27A
81658	90155A	UTMB FACULTY GROUP PRACTI	11/28/2007	\$110.00	\$38.50	FY08-27A
81656	90155A	UTMB FACULTY GROUP PRACTI	10/17/2007	\$35.00	\$12.25	FY08-27A
81655	90155A	UTMB FACULTY GROUP PRACTI	10/18/2007	\$35.00	\$12.25	FY08-27A
81654	90155A	UTMB FACULTY GROUP PRACTI	10/19/2007	\$100.00	\$35.00	FY08-27A
81653	90155A	UTMB FACULTY GROUP PRACTI	10/23/2007	\$610.00	\$213.50	FY08-27A
81651	90155A	UTMB FACULTY GROUP PRACTI	10/25/2007	\$1,200.00	\$420.00	FY08-27A
81650	90155A	UTMB FACULTY GROUP PRACTI	10/20/2007	\$130.00	\$45.50	FY08-27A
81647	90155A	UTMB FACULTY GROUP PRACTI	10/25/2007	\$2,520.00	\$882.00	FY08-27A
81646	90155A	UTMB FACULTY GROUP PRACTI	10/25/2007	\$100.00	\$35.00	FY08-27A
81539	088348	UTMB FACULTY GROUP PRACTI	9/12/2007	\$285.00	\$99.75	FY08-27A
76139	014185	UTMB FACULTY GROUP PRACTI	10/26/2007	\$95.00	\$33.25	FY08-27A
76138	014185	UTMB FACULTY GROUP PRACTI	9/14/2007	\$95.00	\$33.25	FY08-27A
76136	014185	UTMB FACULTY GROUP PRACTI	10/9/2007	\$95.00	\$33.25	FY08-27A
76135	596996	UTMB FACULTY GROUP PRACTI	10/3/2007	\$105.00	\$36.75	FY08-27A
76134	596996	UTMB FACULTY GROUP PRACTI	10/3/2007	\$35.00	\$12.25	FY08-27A
76133	596996	UTMB FACULTY GROUP PRACTI	10/8/2007	\$125.00	\$43.75	FY08-27A
76132	596996	UTMB FACULTY GROUP PRACTI	10/8/2007	\$55.00	\$19.25	FY08-27A
76131	596996	UTMB FACULTY GROUP PRACTI	10/8/2007	\$165.00	\$57.75	FY08-27A
76130	014185	UTMB FACULTY GROUP PRACTI	10/9/2007	\$380.00	\$133.00	FY08-27A
76129	017919	UTMB FACULTY GROUP PRACTI	10/9/2007	\$1,220.00	\$427.00	FY08-27A
76128	017919	UTMB FACULTY GROUP PRACTI	10/15/2007	\$2,525.00	\$883.75	FY08-27A
76127	017919	UTMB FACULTY GROUP PRACTI	10/16/2007	\$160.00	\$56.00	FY08-27A
76125	017919	UTMB FACULTY GROUP PRACTI	10/16/2007	\$330.00	\$115.50	FY08-27A

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH
76124	90155A	UTMB FACULTY GROUP PRACTI	10/11/2007	\$75.00	\$26.25	FY08-27A
76122	90155A	UTMB FACULTY GROUP PRACTI	10/11/2007	\$45.00	\$15.75	FY08-27A
76121	90155A	UTMB FACULTY GROUP PRACTI	10/11/2007	\$430.00	\$150.50	FY08-27A
76119	90155A	UTMB FACULTY GROUP PRACTI	10/11/2007	\$60.00	\$21.00	FY08-27A
76118	90155A	UTMB FACULTY GROUP PRACTI	10/13/2007	\$35.00	\$12.25	FY08-27A
76117	90155A	UTMB FACULTY GROUP PRACTI	10/13/2007	\$35.00	\$12.25	FY08-27A
76116	90155A	UTMB FACULTY GROUP PRACTI	10/13/2007	\$195.00	\$68.25	FY08-27A
76115	90155A	UTMB FACULTY GROUP PRACTI	10/13/2007	\$380.00	\$133.00	FY08-27A
76113	90155A	UTMB FACULTY GROUP PRACTI	10/14/2007	\$65.00	\$22.75	FY08-27A
76112	90155A	UTMB FACULTY GROUP PRACTI	9/12/2007	\$285.00	\$0.00	FY08-27A
76111	90155A	UTMB FACULTY GROUP PRACTI	10/15/2007	\$205.00	\$71.75	FY08-27A
76110	90155A	UTMB FACULTY GROUP PRACTI	10/17/2007	\$30.00	\$10.50	FY08-27A
76109	90155A	UTMB FACULTY GROUP PRACTI	10/17/2007	\$450.00	\$157.50	FY08-27A
76108	90155A	UTMB FACULTY GROUP PRACTI	10/17/2007	\$40.00	\$14.00	FY08-27A
76107	90155A	UTMB FACULTY GROUP PRACTI	10/17/2007	\$2,210.00	\$773.50	FY08-27A
76106	90155A	UTMB FACULTY GROUP PRACTI	10/17/2007	\$110.00	\$38.50	FY08-27A
76105	90155A	UTMB FACULTY GROUP PRACTI	10/19/2007	\$1,140.00	\$399.00	FY08-27A
76104	90155A	UTMB FACULTY GROUP PRACTI	10/19/2007	\$30.00	\$10.50	FY08-27A
76103	90155A	UTMB FACULTY GROUP PRACTI	10/20/2007	\$370.00	\$129.50	FY08-27A
76102	90155A	UTMB FACULTY GROUP PRACTI	10/22/2007	\$205.00	\$71.75	FY08-27A
76101	90155A	UTMB FACULTY GROUP PRACTI	10/23/2007	\$40.00	\$14.00	FY08-27A
76100	90155A	UTMB FACULTY GROUP PRACTI	10/23/2007	\$85.00	\$29.75	FY08-27A
76096	90155A	UTMB FACULTY GROUP PRACTI	10/23/2007	\$30.00	\$10.50	FY08-27A
68029	014185	UTMB FACULTY GROUP PRACTI	6/19/2007	\$380.00	\$133.00	FY08-27A
68026	967098	UTMB FACULTY GROUP PRACTI	6/22/2007	\$330.00	\$115.50	FY08-27A

\$10,059.00

**Hidalgo County Health and Human Services Department  
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on April 1, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$50,923.88  
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$50,923.88  
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

*Lairon Sarmiento* 3-24-08  
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.



## Provider Payment Itemization



3/24/2008

Home	Find	Add	Interview	Analyze	Administer	Help	Logout
------	------	-----	-----------	---------	------------	------	--------

Batch Record: BatchID=66 Updated 3/20/2008 4:19:32 PM by Dairen.Sarmiento

Edit

**Provider Payment Itemization**  
**Explanation of Benefits for Batch # FY08-27B**  
**4/1/2008**

There are 29 total payments consisting of a total of 29 payment lines. The Billed total is \$151,850.89; the Paid total is \$50,923.88; the difference is \$100,927.01. You may also view results in [Client Itemization](#), [Accounting Itemization](#), [Health Care Services Record](#), or [Excel®](#).

The following Providers have payments in this itemization:

1. [UTMB AT GALVESTON \(View Payment Itemization\) \(List Batch Payments\)](#)

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH
91804	018247	UTMB AT GALVESTON	12/30/2007	\$311.00	\$108.85	FY08-27B
91800	014185	UTMB AT GALVESTON	12/21/2007	\$464.00	\$162.40	FY08-27B
91798	90155A	UTMB AT GALVESTON	12/20/2007	\$5,849.50	\$2,047.32	FY08-27B
91775	018247	UTMB AT GALVESTON	12/30/2007	\$17,302.07	\$6,055.72	FY08-27B
91764	90155A	UTMB AT GALVESTON	11/28/2007	\$6,204.00	\$0.00	FY08-27B
91759	004748	UTMB AT GALVESTON	11/28/2007	\$81.00	\$28.35	FY08-27B
81684	017919	UTMB AT GALVESTON	10/9/2007	\$20,908.40	\$7,317.94	FY08-27B
76255	90155A	UTMB AT GALVESTON	10/16/2007	\$23.22	\$8.13	FY08-27B
76253	90155A	UTMB AT GALVESTON	10/16/2007	\$43,427.67	\$15,199.68	FY08-27B
76248	014185	UTMB AT GALVESTON	10/26/2007	\$16.00	\$5.60	FY08-27B
76243	014185	UTMB AT GALVESTON	10/9/2007	\$189.00	\$66.15	FY08-27B
76241	90155A	UTMB AT GALVESTON	11/5/2007	\$151.00	\$52.85	FY08-27B
76238	004748	UTMB AT GALVESTON	8/30/2007	\$11,106.00	\$3,887.10	FY08-27B
76227	90155A	UTMB AT GALVESTON	10/11/2007	\$1,377.70	\$482.19	FY08-27B
76225	088348	UTMB AT GALVESTON	9/12/2007	\$150.00	\$0.00	FY08-27B
76222	014185	UTMB AT GALVESTON	10/9/2007	\$4,962.00	\$1,736.70	FY08-27B
76170	596996	UTMB AT GALVESTON	10/8/2007	\$936.00	\$327.60	FY08-27B
76169	004748	UTMB AT GALVESTON	8/30/2007	\$6,843.93	\$2,395.38	FY08-27B
76166	014185	UTMB AT GALVESTON	8/24/2007	\$3,508.00	\$1,227.80	FY08-27B
76165	967098	UTMB AT GALVESTON	8/3/2007	\$7,428.40	\$2,599.94	FY08-27B
76162	967098	UTMB AT GALVESTON	8/31/2007	\$77.00	\$26.95	FY08-27B
76158	017919	UTMB AT GALVESTON	10/23/2007	\$151.00	\$52.85	FY08-27B
76156	596996	UTMB AT GALVESTON	10/31/2007	\$858.00	\$300.30	FY08-27B
76150	90155A	UTMB AT GALVESTON	11/5/2007	\$5,972.50	\$2,090.37	FY08-27B
76148	017919	UTMB AT GALVESTON	10/25/2007	\$1,123.00	\$393.05	FY08-27B
76146	014185	UTMB AT GALVESTON	10/26/2007	\$4,249.50	\$1,487.32	FY08-27B
76145	014185	UTMB AT GALVESTON	12/21/2007	\$3,861.50	\$1,351.52	FY08-27B
76144	014185	UTMB AT GALVESTON	11/26/2007	\$4,299.50	\$1,504.82	FY08-27B
76143	596996	UTMB AT GALVESTON	11/29/2007	\$20.00	\$7.00	FY08-27B

\$50,923.88

**Hidalgo County Health and Human Services Department  
Indigent Health Care Program Weekly Vendor Payment Attestation**

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on April 1, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office \$74,051.99  
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report \$74,051.99  
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Warren Sammiato 3-20-08  
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.



305 W. Woodard Street Suite 215  
 Denison, TX. 75020  
 903-465-0798 - Phone  
 903-464-9066 - Fax

# Invoice

DATE	INVOICE #
3/15/2008	DRx2352

Hidalgo County Indigent Health Care  
 1304 S. 25th St  
 Edinburg, TX 78539

TERMS	SERVICE DATE	NABP #
Due on receipt		

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Prescription Drug Cost (March 1 to March 15)	72,942.74	72,942.74
	Admin. Processing fee	1,109.25	1,109.25

NOTICE: Remit payments to Data Rx Management c/o 305 W. Woodard St. Suite 215  
 Denison, TX 75020  
 PLEASE INCLUDE NABP# ON ALL PAYMENTS!!!  
 YOUR HELP LINE PHONE IS 1-877-823-1273 (live 8 a.m. - 6:00 p.m., CST, voice mail  
 for assistance after hours). Past due balances are subject to a 1.5% finance charge.

**Sales Tax (6.6%)**

**Total**

\$74,051.99



## Provider Payment Itemization



3/20/2008

Home	Find	Add	Interview	Analyze	Administer	Help	Logout
------	------	-----	-----------	---------	------------	------	--------

Batch Record: BatchID=59 Updated 3/16/2008 11:19:40 AM by PBMImport

[Edit](#)

**Provider Payment Itemization**  
**Explanation of Benefits for Batch # PBM-3-16-2008**  
**3/25/2008 11:19:40 AM**

There are 2465 total payments consisting of a total of 2465 payment lines. The Billed total is \$145,543.22; the Paid total is \$74,051.99; the difference is \$71,491.23. You may also view results in [Client Itemization](#), [Accounting Itemization](#), [Health Care Services Record](#), or [Excel®](#).

The following Providers have payments in this itemization:

1. [DATA RX MANAGEMENT, INC \(View Payment Itemization\) \(List Batch Payments\)](#)

MR#	SERVICE START	BILLED	PAID	BATCH
12558C	12/28/2007	(\$20.14)	(\$13.74)	PBM-3-16-2008
12558C	12/28/2007	\$106.17	\$84.80	PBM-3-16-2008
430162	12/18/2007	(\$8.98)	(\$2.42)	PBM-3-16-2008
6035	3/15/2008	\$72.79	\$25.27	PBM-3-16-2008
7688	3/15/2008	(\$17.30)	(\$4.75)	PBM-3-16-2008
7688	3/15/2008	\$17.30	\$5.65	PBM-3-16-2008
7688	3/15/2008	\$17.30	\$5.65	PBM-3-16-2008
014483	3/15/2008	\$34.22	\$10.54	PBM-3-16-2008
040415	3/15/2008	\$39.31	\$11.95	PBM-3-16-2008
040415	3/15/2008	\$254.16	\$41.35	PBM-3-16-2008
040415	3/15/2008	\$31.73	\$16.93	PBM-3-16-2008
14483B	3/15/2008	\$19.52	\$11.64	PBM-3-16-2008
14483B	3/15/2008	\$33.38	\$10.13	PBM-3-16-2008
14483B	3/15/2008	\$12.06	\$5.61	PBM-3-16-2008
002809	3/15/2008	\$53.15	\$43.88	PBM-3-16-2008
16605A	3/15/2008	\$10.75	\$10.13	PBM-3-16-2008
16605A	3/15/2008	\$254.16	\$41.35	PBM-3-16-2008
14401A	3/15/2008	\$33.38	\$10.13	PBM-3-16-2008
14401A	3/15/2008	\$16.42	\$5.44	PBM-3-16-2008
14401A	3/15/2008	\$76.57	\$9.79	PBM-3-16-2008
014401	3/15/2008	\$11.79	\$4.09	PBM-3-16-2008
014401	3/15/2008	\$33.38	\$10.13	PBM-3-16-2008
014401	3/15/2008	\$16.42	\$5.44	PBM-3-16-2008
008732	3/15/2008	\$40.05	\$16.70	PBM-3-16-2008
17827A	3/15/2008	\$13.65	\$14.10	PBM-3-16-2008
17827A	3/15/2008	\$56.02	\$56.47	PBM-3-16-2008
015275	3/15/2008	\$60.59	\$15.26	PBM-3-16-2008
015275	3/15/2008	(\$31.20)	(\$7.80)	PBM-3-16-2008
015275	3/15/2008	\$31.20	\$8.70	PBM-3-16-2008
015275	3/15/2008	\$7.65	\$3.72	PBM-3-16-2008
015275	3/15/2008	\$24.33	\$4.78	PBM-3-16-2008
007145	3/15/2008	\$85.59	\$20.56	PBM-3-16-2008
03863C	3/15/2008	\$41.50	\$20.90	PBM-3-16-2008
684158	3/15/2008	\$20.78	\$7.11	PBM-3-16-2008
7988	3/15/2008	(\$7.60)	(\$7.15)	PBM-3-16-2008
7988	3/15/2008	\$7.60	\$8.05	PBM-3-16-2008
7988	3/15/2008	\$7.60	\$8.05	PBM-3-16-2008
7988	3/15/2008	(\$141.32)	(\$117.93)	PBM-3-16-2008
7988	3/15/2008	\$141.32	\$118.83	PBM-3-16-2008
7988	3/15/2008	\$141.32	\$118.83	PBM-3-16-2008
7988	3/15/2008	(\$65.24)	(\$13.45)	PBM-3-16-2008
7988	3/15/2008	\$65.24	\$14.35	PBM-3-16-2008
7988	3/15/2008	\$65.24	\$14.35	PBM-3-16-2008
4326	3/15/2008	\$580.46	\$492.09	PBM-3-16-2008
445273	3/14/2008	\$33.60	\$19.45	PBM-3-16-2008
441980	3/14/2008	(\$33.60)	(\$18.55)	PBM-3-16-2008
441980	3/14/2008	\$33.60	\$19.45	PBM-3-16-2008
441980	3/14/2008	\$33.60	\$19.45	PBM-3-16-2008
376632	3/14/2008	\$77.39	\$66.20	PBM-3-16-2008
014633	3/14/2008	\$409.99	\$10.45	PBM-3-16-2008

5203	3/14/2008	\$38.89	\$8.95 PBM-3-16-2008
005424	3/14/2008	(\$11.79)	(\$3.19) PBM-3-16-2008
005424	3/14/2008	\$11.79	\$4.09 PBM-3-16-2008
005424	3/14/2008	\$51.65	\$24.27 PBM-3-16-2008
722307	3/14/2008	\$27.05	\$7.60 PBM-3-16-2008
722307	3/14/2008	\$48.73	\$4.83 PBM-3-16-2008
7056	3/14/2008	\$40.80	\$33.30 PBM-3-16-2008
7056	3/14/2008	\$32.12	\$14.39 PBM-3-16-2008
7056	3/14/2008	\$9.72	\$3.95 PBM-3-16-2008
5771	3/14/2008	\$35.86	\$4.65 PBM-3-16-2008
5771	3/14/2008	\$28.59	\$10.53 PBM-3-16-2008
6819	3/14/2008	\$18.26	\$7.48 PBM-3-16-2008
6819	3/14/2008	\$42.80	\$8.75 PBM-3-16-2008
376632	3/14/2008	\$224.69	\$181.91 PBM-3-16-2008
376632	3/14/2008	\$140.49	\$115.58 PBM-3-16-2008
666205	3/14/2008	\$75.39	\$16.90 PBM-3-16-2008
940781	3/14/2008	\$80.89	\$60.87 PBM-3-16-2008
940781	3/14/2008	(\$74.69)	(\$16.55) PBM-3-16-2008
940781	3/14/2008	\$74.69	\$17.45 PBM-3-16-2008
940781	3/14/2008	\$133.29	\$38.94 PBM-3-16-2008
940781	3/14/2008	\$157.19	\$14.05 PBM-3-16-2008
003341	3/14/2008	\$22.69	\$12.07 PBM-3-16-2008
003341	3/14/2008	\$113.09	\$78.77 PBM-3-16-2008
368481	3/14/2008	(\$29.35)	(\$16.74) PBM-3-16-2008
368481	3/14/2008	\$29.35	\$17.64 PBM-3-16-2008
368481	3/14/2008	\$30.39	\$17.64 PBM-3-16-2008
368481	3/14/2008	(\$34.29)	(\$2.89) PBM-3-16-2008
368481	3/14/2008	\$34.29	\$3.79 PBM-3-16-2008
368481	3/14/2008	\$34.29	\$3.79 PBM-3-16-2008
368481	3/14/2008	\$18.80	\$5.73 PBM-3-16-2008
368482	3/14/2008	(\$161.19)	(\$13.15) PBM-3-16-2008
368482	3/14/2008	\$161.19	\$14.05 PBM-3-16-2008
368482	3/14/2008	\$160.59	\$14.05 PBM-3-16-2008
03341A	3/14/2008	\$17.61	\$4.61 PBM-3-16-2008
8327	3/14/2008	\$98.62	\$82.53 PBM-3-16-2008
8327	3/14/2008	\$123.63	\$97.87 PBM-3-16-2008
449995	3/14/2008	\$94.21	\$20.44 PBM-3-16-2008
260231	3/14/2008	\$125.48	\$23.35 PBM-3-16-2008
396521	3/14/2008	(\$14.61)	(\$3.27) PBM-3-16-2008
396521	3/14/2008	\$14.61	\$4.17 PBM-3-16-2008
573808	3/14/2008	\$180.37	\$152.02 PBM-3-16-2008
260231	3/14/2008	(\$135.95)	(\$100.15) PBM-3-16-2008
260231	3/14/2008	\$135.95	\$101.05 PBM-3-16-2008
260231	3/14/2008	\$135.97	\$101.05 PBM-3-16-2008
000569	3/14/2008	\$218.75	\$184.64 PBM-3-16-2008
396521	3/14/2008	\$18.23	\$6.75 PBM-3-16-2008
06246B	3/14/2008	\$108.21	\$88.98 PBM-3-16-2008
06246B	3/14/2008	\$128.55	\$106.27 PBM-3-16-2008
6824	3/14/2008	\$191.93	\$160.14 PBM-3-16-2008
6824	3/14/2008	\$36.54	\$31.49 PBM-3-16-2008
6765	3/14/2008	\$24.23	\$4.90 PBM-3-16-2008

6765	3/14/2008	\$19.94	\$5.24 PBM-3-16-2008
015267	3/14/2008	\$23.39	\$10.90 PBM-3-16-2008
961256	3/14/2008	\$21.55	\$5.95 PBM-3-16-2008
7392	3/14/2008	\$11.28	\$10.60 PBM-3-16-2008
000477	3/14/2008	\$42.86	\$18.39 PBM-3-16-2008
6401	3/14/2008	\$32.29	\$14.10 PBM-3-16-2008
3624	3/14/2008	\$59.97	\$11.51 PBM-3-16-2008
013721	3/14/2008	\$30.31	\$16.59 PBM-3-16-2008
010712	3/14/2008	\$42.25	\$11.19 PBM-3-16-2008
97224A	3/14/2008	\$16.27	\$4.99 PBM-3-16-2008
156071	3/14/2008	\$12.74	\$8.66 PBM-3-16-2008
156071	3/14/2008	\$14.49	\$5.64 PBM-3-16-2008
007690	3/14/2008	\$17.60	\$5.44 PBM-3-16-2008
007690	3/14/2008	\$15.39	\$4.15 PBM-3-16-2008
014496	3/14/2008	\$38.61	\$10.54 PBM-3-16-2008
5235	3/14/2008	\$133.69	\$106.26 PBM-3-16-2008
005660	3/14/2008	\$17.88	\$4.47 PBM-3-16-2008
005660	3/14/2008	\$32.43	\$14.10 PBM-3-16-2008
6673	3/14/2008	\$21.13	\$11.64 PBM-3-16-2008
6673	3/14/2008	\$42.43	\$17.25 PBM-3-16-2008
018001	3/14/2008	\$219.70	\$183.75 PBM-3-16-2008
018001	3/14/2008	\$182.39	\$152.03 PBM-3-16-2008
018001	3/14/2008	(\$100.99)	(\$81.94) PBM-3-16-2008
018001	3/14/2008	\$100.99	\$82.84 PBM-3-16-2008
018001	3/14/2008	\$100.99	\$82.84 PBM-3-16-2008
6025	3/14/2008	\$21.44	\$4.47 PBM-3-16-2008
6025	3/14/2008	\$51.85	\$19.45 PBM-3-16-2008
6025	3/14/2008	\$31.20	\$8.70 PBM-3-16-2008
7546	3/14/2008	\$256.16	\$41.35 PBM-3-16-2008
7546	3/14/2008	(\$65.00)	(\$22.77) PBM-3-16-2008
7546	3/14/2008	\$65.00	\$23.67 PBM-3-16-2008
7546	3/14/2008	\$65.00	\$23.67 PBM-3-16-2008
02714C	3/14/2008	\$31.20	\$8.70 PBM-3-16-2008
02714C	3/14/2008	\$60.59	\$15.26 PBM-3-16-2008
02714C	3/14/2008	\$7.49	\$7.19 PBM-3-16-2008
04433A	3/14/2008	\$161.47	\$14.05 PBM-3-16-2008
04433A	3/14/2008	\$27.72	\$6.91 PBM-3-16-2008
016398	3/14/2008	\$37.44	\$10.45 PBM-3-16-2008
006391	3/14/2008	\$98.43	\$20.95 PBM-3-16-2008
006391	3/14/2008	\$134.83	\$118.83 PBM-3-16-2008
492198	3/14/2008	\$135.40	\$18.07 PBM-3-16-2008
492198	3/14/2008	(\$51.20)	(\$11.05) PBM-3-16-2008
492198	3/14/2008	\$51.20	\$11.95 PBM-3-16-2008
12493A	3/14/2008	\$151.79	\$14.05 PBM-3-16-2008
12493A	3/14/2008	\$69.50	\$20.12 PBM-3-16-2008
12493A	3/14/2008	\$47.22	\$10.87 PBM-3-16-2008
12493D	3/14/2008	\$19.41	\$4.78 PBM-3-16-2008
12493D	3/14/2008	\$29.75	\$14.10 PBM-3-16-2008
12493D	3/14/2008	(\$56.13)	(\$43.82) PBM-3-16-2008
12493D	3/14/2008	\$56.13	\$44.72 PBM-3-16-2008
12493D	3/14/2008	\$107.27	\$86.48 PBM-3-16-2008

372251	3/14/2008	\$144.54	\$144.99 PBM-3-16-2008
003158	3/14/2008	\$266.69	\$225.39 PBM-3-16-2008
003158	3/14/2008	\$18.76	\$10.15 PBM-3-16-2008
7031	3/14/2008	\$34.59	\$8.70 PBM-3-16-2008
212947	3/14/2008	\$49.70	\$12.25 PBM-3-16-2008
212947	3/14/2008	\$38.00	\$11.95 PBM-3-16-2008
212947	3/14/2008	\$129.54	\$22.15 PBM-3-16-2008
013669	3/14/2008	\$21.32	\$3.95 PBM-3-16-2008
010823	3/14/2008	\$59.64	\$56.72 PBM-3-16-2008
011765	3/14/2008	\$19.51	\$4.95 PBM-3-16-2008
011765	3/14/2008	\$12.35	\$4.68 PBM-3-16-2008
11765B	3/14/2008	\$13.48	\$4.37 PBM-3-16-2008
11765C	3/14/2008	\$11.55	\$5.15 PBM-3-16-2008
520154	3/14/2008	\$37.74	\$6.86 PBM-3-16-2008
018314	3/14/2008	\$13.60	\$14.05 PBM-3-16-2008
873247	3/14/2008	\$74.33	\$13.15 PBM-3-16-2008
873247	3/14/2008	\$246.46	\$178.79 PBM-3-16-2008
873247	3/14/2008	\$46.84	\$28.75 PBM-3-16-2008
03174C	3/14/2008	\$12.20	\$3.86 PBM-3-16-2008
03174C	3/14/2008	\$31.79	\$9.11 PBM-3-16-2008
03174D	3/14/2008	\$8.08	\$4.10 PBM-3-16-2008
03174D	3/14/2008	\$10.09	\$3.80 PBM-3-16-2008
03174D	3/14/2008	\$31.79	\$9.11 PBM-3-16-2008
003174	3/14/2008	\$38.31	\$8.65 PBM-3-16-2008
003174	3/14/2008	\$7.76	\$3.53 PBM-3-16-2008
003174	3/14/2008	\$105.27	\$9.81 PBM-3-16-2008
03174A	3/14/2008	\$58.58	\$15.26 PBM-3-16-2008
03174A	3/14/2008	\$51.65	\$24.27 PBM-3-16-2008
03174B	3/14/2008	\$19.41	\$4.78 PBM-3-16-2008
03174B	3/14/2008	\$58.58	\$15.26 PBM-3-16-2008
03174B	3/14/2008	\$51.65	\$24.27 PBM-3-16-2008
002965	3/14/2008	\$12.20	\$3.86 PBM-3-16-2008
002965	3/14/2008	\$41.77	\$11.58 PBM-3-16-2008
000499	3/14/2008	\$41.77	\$11.58 PBM-3-16-2008
000499	3/14/2008	\$12.20	\$3.86 PBM-3-16-2008
704097	3/14/2008	\$56.89	\$8.29 PBM-3-16-2008
957825	3/14/2008	\$37.86	\$25.86 PBM-3-16-2008
008343	3/14/2008	\$123.05	\$86.48 PBM-3-16-2008
008343	3/14/2008	(\$50.79)	(\$33.26) PBM-3-16-2008
008343	3/14/2008	\$50.79	\$34.16 PBM-3-16-2008
002112	3/14/2008	\$18.17	\$8.92 PBM-3-16-2008
002112	3/14/2008	\$21.20	\$11.63 PBM-3-16-2008
018058	3/14/2008	(\$40.90)	(\$9.64) PBM-3-16-2008
018058	3/14/2008	\$40.90	\$10.54 PBM-3-16-2008
15380B	3/14/2008	\$20.65	\$6.54 PBM-3-16-2008
15380B	3/14/2008	\$12.06	\$5.61 PBM-3-16-2008
3106	3/14/2008	\$36.29	\$10.13 PBM-3-16-2008
3106	3/14/2008	\$40.78	\$6.37 PBM-3-16-2008
822075	3/14/2008	\$134.83	\$118.83 PBM-3-16-2008
018116	3/14/2008	\$73.52	\$73.97 PBM-3-16-2008
12861A	3/14/2008	\$8.25	\$6.53 PBM-3-16-2008

12861A	3/14/2008	\$7.38	\$4.22 PBM-3-16-2008
295107	3/14/2008	\$122.05	\$23.65 PBM-3-16-2008
295107	3/14/2008	\$26.80	\$8.13 PBM-3-16-2008
017961	3/14/2008	(\$82.68)	(\$29.05) PBM-3-16-2008
017961	3/14/2008	\$82.68	\$29.95 PBM-3-16-2008
017961	3/14/2008	\$19.63	\$10.37 PBM-3-16-2008
001413	3/14/2008	\$14.90	\$8.25 PBM-3-16-2008
535768	3/14/2008	\$108.18	\$80.34 PBM-3-16-2008
014970	3/14/2008	(\$131.82)	(\$22.45) PBM-3-16-2008
014970	3/14/2008	\$131.82	\$23.35 PBM-3-16-2008
014970	3/14/2008	(\$36.60)	(\$10.29) PBM-3-16-2008
014970	3/14/2008	\$36.60	\$11.19 PBM-3-16-2008
69463A	3/14/2008	\$7.38	\$4.22 PBM-3-16-2008
69463A	3/14/2008	\$28.77	\$4.96 PBM-3-16-2008
137771	3/14/2008	\$89.20	\$84.30 PBM-3-16-2008
787451	3/14/2008	\$22.14	\$3.94 PBM-3-16-2008
5404	3/14/2008	\$51.23	\$12.03 PBM-3-16-2008
5404	3/14/2008	\$10.32	\$3.68 PBM-3-16-2008
001995	3/14/2008	\$131.82	\$23.35 PBM-3-16-2008
5404	3/14/2008	\$152.60	\$14.05 PBM-3-16-2008
12861A	3/14/2008	\$56.89	\$8.29 PBM-3-16-2008
003792	3/14/2008	\$68.20	\$19.42 PBM-3-16-2008
12861	3/14/2008	\$21.35	\$11.50 PBM-3-16-2008
12861	3/14/2008	\$180.26	\$121.35 PBM-3-16-2008
12861	3/14/2008	\$69.39	\$20.12 PBM-3-16-2008
782895	3/14/2008	\$56.89	\$8.29 PBM-3-16-2008
782895	3/14/2008	\$7.38	\$4.22 PBM-3-16-2008
69463A	3/14/2008	\$6.94	\$4.56 PBM-3-16-2008
001234	3/14/2008	\$16.79	\$9.94 PBM-3-16-2008
003063	3/14/2008	\$16.77	\$4.69 PBM-3-16-2008
505590	3/14/2008	\$102.57	\$82.91 PBM-3-16-2008
7336	3/14/2008	\$32.19	\$8.95 PBM-3-16-2008
018058	3/14/2008	\$39.50	\$10.54 PBM-3-16-2008
06180A	3/14/2008	\$7.54	\$4.22 PBM-3-16-2008
06180A	3/14/2008	\$73.74	\$69.10 PBM-3-16-2008
454935	3/14/2008	\$39.80	\$14.65 PBM-3-16-2008
005286	3/14/2008	\$41.77	\$11.58 PBM-3-16-2008
889465	3/14/2008	\$16.80	\$5.44 PBM-3-16-2008
3942	3/14/2008	\$184.96	\$160.17 PBM-3-16-2008
362552	3/14/2008	\$129.58	\$22.15 PBM-3-16-2008
362552	3/14/2008	\$62.00	\$20.12 PBM-3-16-2008
362552	3/14/2008	\$89.51	\$18.79 PBM-3-16-2008
8327A	3/14/2008	(\$104.63)	(\$80.56) PBM-3-16-2008
8327A	3/14/2008	\$104.63	\$81.46 PBM-3-16-2008
8327A	3/14/2008	\$104.63	\$81.46 PBM-3-16-2008
6338	3/14/2008	\$23.28	\$5.35 PBM-3-16-2008
6338	3/14/2008	\$29.43	\$6.57 PBM-3-16-2008
646980	3/14/2008	\$14.52	\$4.94 PBM-3-16-2008
3644	3/13/2008	\$33.14	\$26.82 PBM-3-16-2008
3644	3/13/2008	(\$12.73)	(\$4.55) PBM-3-16-2008
3644	3/13/2008	\$12.73	\$5.45 PBM-3-16-2008

3644	3/13/2008	\$12.73	\$5.45 PBM-3-16-2008
722047	3/13/2008	\$63.45	\$14.83 PBM-3-16-2008
07366B	3/13/2008	\$11.56	\$11.73 PBM-3-16-2008
07366B	3/13/2008	\$115.69	\$73.14 PBM-3-16-2008
07366B	3/13/2008	\$29.52	\$11.64 PBM-3-16-2008
017467	3/13/2008	\$39.00	\$16.70 PBM-3-16-2008
017467	3/13/2008	\$24.09	\$5.90 PBM-3-16-2008
204743	3/13/2008	\$145.53	\$109.23 PBM-3-16-2008
204743	3/13/2008	\$9.94	\$3.68 PBM-3-16-2008
590737	3/13/2008	\$67.56	\$53.15 PBM-3-16-2008
3709	3/13/2008	\$31.19	\$9.89 PBM-3-16-2008
6509	3/13/2008	\$21.37	\$16.87 PBM-3-16-2008
001526	3/13/2008	\$72.07	\$58.64 PBM-3-16-2008
989442	3/13/2008	\$24.21	\$9.20 PBM-3-16-2008
012359	3/13/2008	\$7.54	\$4.22 PBM-3-16-2008
609409	3/13/2008	\$40.14	\$6.30 PBM-3-16-2008
609409	3/13/2008	\$121.28	\$6.64 PBM-3-16-2008
17157A	3/13/2008	\$23.28	\$5.35 PBM-3-16-2008
009409	3/13/2008	\$13.07	\$13.52 PBM-3-16-2008
009409	3/13/2008	\$11.63	\$9.45 PBM-3-16-2008
008948	3/13/2008	\$289.21	\$230.79 PBM-3-16-2008
008948	3/13/2008	\$244.92	\$194.35 PBM-3-16-2008
008948	3/13/2008	\$96.24	\$76.26 PBM-3-16-2008
6097	3/13/2008	\$146.32	\$118.83 PBM-3-16-2008
008343	3/13/2008	\$106.29	\$84.80 PBM-3-16-2008
008343	3/13/2008	\$78.13	\$60.87 PBM-3-16-2008
017643	3/13/2008	\$22.44	\$3.87 PBM-3-16-2008
009264	3/13/2008	\$18.18	\$9.84 PBM-3-16-2008
006474	3/13/2008	\$96.50	\$16.15 PBM-3-16-2008
013606	3/13/2008	\$80.26	\$56.47 PBM-3-16-2008
013606	3/13/2008	\$50.93	\$40.32 PBM-3-16-2008
013606	3/13/2008	\$13.65	\$14.10 PBM-3-16-2008
582541	3/13/2008	\$50.93	\$40.32 PBM-3-16-2008
582541	3/13/2008	\$56.40	\$15.03 PBM-3-16-2008
582541	3/13/2008	\$129.54	\$22.15 PBM-3-16-2008
763315	3/13/2008	\$34.53	\$10.54 PBM-3-16-2008
763315	3/13/2008	\$152.61	\$14.05 PBM-3-16-2008
763315	3/13/2008	\$37.65	\$4.95 PBM-3-16-2008
7467	3/13/2008	\$13.59	\$9.15 PBM-3-16-2008
00284A	3/13/2008	\$14.34	\$11.29 PBM-3-16-2008
6855	3/13/2008	\$8.28	\$6.81 PBM-3-16-2008
6855	3/13/2008	\$7.38	\$4.22 PBM-3-16-2008
00789	3/13/2008	\$133.05	\$20.65 PBM-3-16-2008
00789	3/13/2008	\$23.06	\$9.48 PBM-3-16-2008
482036	3/13/2008	\$133.05	\$20.65 PBM-3-16-2008
017827	3/13/2008	(\$85.26)	(\$55.57) PBM-3-16-2008
017827	3/13/2008	\$85.26	\$56.47 PBM-3-16-2008
017827	3/13/2008	\$185.38	\$152.02 PBM-3-16-2008
3780	3/13/2008	\$73.45	\$9.93 PBM-3-16-2008
3780	3/13/2008	\$124.99	\$110.95 PBM-3-16-2008
3780	3/13/2008	\$95.96	\$82.60 PBM-3-16-2008

865505	3/13/2008	\$86.46	\$8.38 PBM-3-16-2008
865505	3/13/2008	\$76.24	\$18.15 PBM-3-16-2008
865505	3/13/2008	\$49.94	\$7.74 PBM-3-16-2008
5818	3/13/2008	\$13.53	\$6.70 PBM-3-16-2008
00789A	3/13/2008	\$63.42	\$52.61 PBM-3-16-2008
00789A	3/13/2008	\$131.82	\$23.35 PBM-3-16-2008
7217	3/13/2008	\$19.52	\$11.64 PBM-3-16-2008
7217	3/13/2008	\$31.82	\$9.11 PBM-3-16-2008
7217	3/13/2008	\$56.80	\$20.95 PBM-3-16-2008
7216	3/13/2008	\$19.52	\$11.64 PBM-3-16-2008
7216	3/13/2008	\$31.82	\$9.11 PBM-3-16-2008
7216	3/13/2008	\$108.60	\$38.95 PBM-3-16-2008
516568	3/13/2008	\$97.73	\$84.11 PBM-3-16-2008
516568	3/13/2008	\$160.62	\$137.57 PBM-3-16-2008
803839	3/13/2008	\$20.06	\$10.15 PBM-3-16-2008
803839	3/13/2008	\$163.23	\$118.83 PBM-3-16-2008
013919	3/13/2008	\$71.77	\$52.42 PBM-3-16-2008
01602A	3/13/2008	\$80.70	\$59.17 PBM-3-16-2008
01602A	3/13/2008	\$35.53	\$14.10 PBM-3-16-2008
01602A	3/13/2008	\$20.00	\$5.90 PBM-3-16-2008
393679	3/13/2008	\$213.01	\$154.69 PBM-3-16-2008
09817A	3/13/2008	\$18.19	\$4.99 PBM-3-16-2008
5955	3/13/2008	\$36.99	\$26.82 PBM-3-16-2008
453696	3/13/2008	\$80.26	\$56.47 PBM-3-16-2008
453696	3/13/2008	\$73.79	\$20.10 PBM-3-16-2008
7701	3/13/2008	\$22.15	\$7.45 PBM-3-16-2008
018349	3/13/2008	\$16.31	\$8.86 PBM-3-16-2008
394285	3/13/2008	\$37.03	\$27.65 PBM-3-16-2008
00388D	3/13/2008	\$15.29	\$4.32 PBM-3-16-2008
00388D	3/13/2008	\$51.70	\$24.27 PBM-3-16-2008
00388D	3/13/2008	\$196.36	\$163.24 PBM-3-16-2008
012660	3/13/2008	\$26.50	\$6.07 PBM-3-16-2008
7701	3/13/2008	\$138.86	\$116.74 PBM-3-16-2008
4530	3/13/2008	\$106.63	\$87.64 PBM-3-16-2008
5679	3/13/2008	(\$108.18)	(\$24.85) PBM-3-16-2008
5679	3/13/2008	\$108.18	\$25.75 PBM-3-16-2008
5679	3/13/2008	\$108.18	\$25.75 PBM-3-16-2008
5679	3/13/2008	(\$115.09)	(\$93.93) PBM-3-16-2008
5679	3/13/2008	\$115.09	\$94.83 PBM-3-16-2008
5679	3/13/2008	\$115.09	\$94.83 PBM-3-16-2008
5679	3/13/2008	(\$11.20)	(\$3.51) PBM-3-16-2008
5679	3/13/2008	\$11.20	\$4.41 PBM-3-16-2008
5679	3/13/2008	\$11.20	\$4.41 PBM-3-16-2008
002038	3/13/2008	\$108.38	\$14.67 PBM-3-16-2008
002038	3/13/2008	\$127.98	\$85.88 PBM-3-16-2008
010128	3/13/2008	\$19.66	\$13.95 PBM-3-16-2008
820015	3/13/2008	\$75.62	\$10.19 PBM-3-16-2008
820015	3/13/2008	\$78.26	\$13.75 PBM-3-16-2008
11122A	3/13/2008	\$30.77	\$4.96 PBM-3-16-2008
013397	3/13/2008	\$26.29	\$7.03 PBM-3-16-2008
013397	3/13/2008	\$45.35	\$5.44 PBM-3-16-2008

013397	3/13/2008	\$269.56	\$211.25 PBM-3-16-2008
083275	3/13/2008	\$161.47	\$14.05 PBM-3-16-2008
083275	3/13/2008	\$44.47	\$9.55 PBM-3-16-2008
083275	3/13/2008	\$94.10	\$13.03 PBM-3-16-2008
13597A	3/13/2008	\$9.85	\$3.79 PBM-3-16-2008
13597A	3/13/2008	(\$26.60)	(\$5.07) PBM-3-16-2008
13597A	3/13/2008	\$26.60	\$5.97 PBM-3-16-2008
13597A	3/13/2008	\$24.63	\$11.39 PBM-3-16-2008
13597A	3/13/2008	\$56.23	\$24.27 PBM-3-16-2008
008730	3/13/2008	\$161.83	\$14.05 PBM-3-16-2008
018386	3/13/2008	\$113.79	\$13.64 PBM-3-16-2008
018386	3/13/2008	\$36.14	\$26.82 PBM-3-16-2008
008730	3/13/2008	\$70.66	\$7.51 PBM-3-16-2008
008730	3/13/2008	\$85.48	\$30.81 PBM-3-16-2008
7392	3/13/2008	\$14.11	\$5.61 PBM-3-16-2008
009409	3/13/2008	(\$7.49)	(\$5.35) PBM-3-16-2008
009409	3/13/2008	\$7.49	\$6.25 PBM-3-16-2008
009409	3/13/2008	(\$7.49)	(\$3.93) PBM-3-16-2008
009409	3/13/2008	\$7.49	\$4.83 PBM-3-16-2008
684158	3/13/2008	(\$20.78)	(\$6.21) PBM-3-16-2008
684158	3/13/2008	\$20.78	\$7.11 PBM-3-16-2008
106311	3/13/2008	(\$71.20)	(\$28.67) PBM-3-16-2008
106311	3/13/2008	\$71.20	\$29.57 PBM-3-16-2008
106311	3/13/2008	\$71.20	\$29.57 PBM-3-16-2008
106311	3/13/2008	\$143.33	\$118.83 PBM-3-16-2008
106311	3/13/2008	\$229.00	\$51.55 PBM-3-16-2008
006370	3/13/2008	\$38.68	\$11.19 PBM-3-16-2008
684158	3/13/2008	\$42.09	\$18.67 PBM-3-16-2008
01161A	3/13/2008	\$29.10	\$11.62 PBM-3-16-2008
007867	3/13/2008	\$126.54	\$106.26 PBM-3-16-2008
007867	3/13/2008	\$29.00	\$8.35 PBM-3-16-2008
007867	3/13/2008	\$34.00	\$16.70 PBM-3-16-2008
891507	3/13/2008	\$36.59	\$6.30 PBM-3-16-2008
6488	3/13/2008	\$89.29	\$17.21 PBM-3-16-2008
6488	3/13/2008	\$29.24	\$3.61 PBM-3-16-2008
6488	3/13/2008	\$37.89	\$14.31 PBM-3-16-2008
002789	3/13/2008	\$238.69	\$193.69 PBM-3-16-2008
002789	3/13/2008	\$41.29	\$11.19 PBM-3-16-2008
5666	3/13/2008	\$29.46	\$5.80 PBM-3-16-2008
5666	3/13/2008	\$28.30	\$7.69 PBM-3-16-2008
5666	3/13/2008	\$131.58	\$22.15 PBM-3-16-2008
976341	3/13/2008	\$43.29	\$11.95 PBM-3-16-2008
001356	3/13/2008	\$59.39	\$5.89 PBM-3-16-2008
003573	3/13/2008	\$82.22	\$66.88 PBM-3-16-2008
742813	3/13/2008	\$135.12	\$113.54 PBM-3-16-2008
014142	3/13/2008	\$72.50	\$64.79 PBM-3-16-2008
003573	3/13/2008	\$37.13	\$21.70 PBM-3-16-2008
742813	3/13/2008	\$100.72	\$84.30 PBM-3-16-2008
742813	3/13/2008	\$19.57	\$5.92 PBM-3-16-2008
3893	3/13/2008	\$141.32	\$118.83 PBM-3-16-2008
7496	3/13/2008	\$83.49	\$56.47 PBM-3-16-2008

7496	3/13/2008	\$58.09	\$16.45 PBM-3-16-2008
017773	3/13/2008	\$41.95	\$5.68 PBM-3-16-2008
908392	3/13/2008	\$57.29	\$11.51 PBM-3-16-2008
6703	3/13/2008	\$15.00	\$5.22 PBM-3-16-2008
4275	3/13/2008	\$254.16	\$41.35 PBM-3-16-2008
4275	3/13/2008	\$131.59	\$56.35 PBM-3-16-2008
6470	3/13/2008	\$22.06	\$10.53 PBM-3-16-2008
005991	3/13/2008	\$100.30	\$6.97 PBM-3-16-2008
005991	3/13/2008	\$42.75	\$11.00 PBM-3-16-2008
05991A	3/13/2008	\$5.97	\$3.35 PBM-3-16-2008
05991A	3/13/2008	\$141.33	\$118.83 PBM-3-16-2008
4275	3/13/2008	\$25.66	\$7.60 PBM-3-16-2008
013308	3/13/2008	\$85.19	\$23.25 PBM-3-16-2008
013308	3/13/2008	\$31.39	\$7.15 PBM-3-16-2008
001356	3/13/2008	\$259.19	\$41.35 PBM-3-16-2008
655679	3/12/2008	\$35.51	\$24.98 PBM-3-16-2008
16334A	3/12/2008	\$160.59	\$14.05 PBM-3-16-2008
16334A	3/12/2008	\$52.99	\$40.01 PBM-3-16-2008
302251	3/12/2008	\$149.69	\$118.83 PBM-3-16-2008
015154	3/12/2008	\$322.59	\$140.95 PBM-3-16-2008
015154	3/12/2008	\$41.39	\$14.95 PBM-3-16-2008
015154	3/12/2008	(\$72.89)	(\$48.54) PBM-3-16-2008
015154	3/12/2008	\$72.89	\$49.44 PBM-3-16-2008
015154	3/12/2008	\$72.89	\$54.12 PBM-3-16-2008
5448	3/12/2008	\$151.49	\$118.83 PBM-3-16-2008
6067	3/12/2008	(\$114.54)	(\$11.05) PBM-3-16-2008
6067	3/12/2008	\$114.54	\$11.95 PBM-3-16-2008
6067	3/12/2008	\$114.54	\$11.95 PBM-3-16-2008
4391	3/12/2008	(\$80.97)	(\$7.16) PBM-3-16-2008
4391	3/12/2008	\$80.97	\$8.06 PBM-3-16-2008
4391	3/12/2008	\$80.97	\$8.06 PBM-3-16-2008
3802	3/12/2008	\$182.39	\$152.03 PBM-3-16-2008
3802	3/12/2008	\$109.28	\$86.48 PBM-3-16-2008
023192	3/12/2008	\$57.98	\$19.75 PBM-3-16-2008
3322	3/12/2008	\$141.32	\$118.83 PBM-3-16-2008
6895	3/12/2008	\$79.79	\$9.79 PBM-3-16-2008
6895	3/12/2008	\$103.79	\$84.18 PBM-3-16-2008
4618	3/12/2008	\$36.37	\$10.54 PBM-3-16-2008
5771	3/12/2008	\$61.55	\$6.62 PBM-3-16-2008
730662	3/12/2008	\$105.38	\$84.18 PBM-3-16-2008
206387	3/12/2008	\$189.02	\$154.69 PBM-3-16-2008
302251	3/12/2008	\$96.99	\$13.03 PBM-3-16-2008
302251	3/12/2008	\$238.69	\$193.67 PBM-3-16-2008
889129	3/12/2008	\$23.20	\$6.73 PBM-3-16-2008
7615	3/12/2008	\$265.42	\$222.61 PBM-3-16-2008
088791	3/12/2008	(\$150.15)	(\$123.72) PBM-3-16-2008
088791	3/12/2008	\$150.15	\$124.62 PBM-3-16-2008
088791	3/12/2008	\$143.33	\$118.83 PBM-3-16-2008
088791	3/12/2008	\$140.87	\$116.74 PBM-3-16-2008
36797A	3/12/2008	\$20.19	\$9.01 PBM-3-16-2008
016334	3/12/2008	\$14.69	\$4.22 PBM-3-16-2008

016334	3/12/2008	\$24.09	\$8.25 PBM-3-16-2008
06554A	3/12/2008	\$45.49	\$11.65 PBM-3-16-2008
010264	3/12/2008	\$116.49	\$14.67 PBM-3-16-2008
755469	3/12/2008	\$613.16	\$519.89 PBM-3-16-2008
905655	3/12/2008	\$7.29	\$3.98 PBM-3-16-2008
7573	3/12/2008	\$436.74	\$32.37 PBM-3-16-2008
000477	3/12/2008	(\$42.86)	(\$17.49) PBM-3-16-2008
000477	3/12/2008	\$42.86	\$18.39 PBM-3-16-2008
09709A	3/12/2008	\$85.69	\$26.95 PBM-3-16-2008
589613	3/12/2008	\$23.75	\$10.15 PBM-3-16-2008
3924	3/12/2008	\$86.00	\$7.78 PBM-3-16-2008
3927	3/12/2008	\$23.73	\$10.53 PBM-3-16-2008
017411	3/12/2008	\$431.43	\$10.45 PBM-3-16-2008
017411	3/12/2008	\$150.94	\$4.93 PBM-3-16-2008
017411	3/12/2008	\$91.06	\$32.95 PBM-3-16-2008
04760A	3/12/2008	\$12.33	\$5.33 PBM-3-16-2008
04760A	3/12/2008	\$11.92	\$8.62 PBM-3-16-2008
002800	3/12/2008	\$15.39	\$4.15 PBM-3-16-2008
013557	3/12/2008	\$68.09	\$13.15 PBM-3-16-2008
002705	3/12/2008	\$38.92	\$6.01 PBM-3-16-2008
006885	3/12/2008	\$41.40	\$28.75 PBM-3-16-2008
009594	3/12/2008	\$24.75	\$14.10 PBM-3-16-2008
09594A	3/12/2008	(\$51.40)	(\$4.06) PBM-3-16-2008
09594A	3/12/2008	\$51.40	\$4.96 PBM-3-16-2008
09594A	3/12/2008	\$51.40	\$4.96 PBM-3-16-2008
008415	3/12/2008	\$26.50	\$5.79 PBM-3-16-2008
000477	3/12/2008	\$10.70	\$5.97 PBM-3-16-2008
000477	3/12/2008	(\$84.75)	(\$37.58) PBM-3-16-2008
000477	3/12/2008	\$84.75	\$38.48 PBM-3-16-2008
000477	3/12/2008	\$84.75	\$38.48 PBM-3-16-2008
967881	3/12/2008	\$192.93	\$152.03 PBM-3-16-2008
518370	3/12/2008	\$30.13	\$8.65 PBM-3-16-2008
12094A	3/12/2008	(\$50.76)	(\$8.65) PBM-3-16-2008
12094A	3/12/2008	\$50.76	\$9.55 PBM-3-16-2008
12094A	3/12/2008	\$50.76	\$9.55 PBM-3-16-2008
12094A	3/12/2008	(\$180.39)	(\$3.23) PBM-3-16-2008
12094A	3/12/2008	(\$180.39)	(\$3.23) PBM-3-16-2008
12094A	3/12/2008	(\$180.39)	(\$3.23) PBM-3-16-2008
12094A	3/12/2008	(\$180.39)	(\$3.23) PBM-3-16-2008
12094A	3/12/2008	\$180.39	\$4.13 PBM-3-16-2008
12094A	3/12/2008	\$180.39	\$4.13 PBM-3-16-2008
12094A	3/12/2008	\$180.39	\$4.13 PBM-3-16-2008
12094A	3/12/2008	\$180.39	\$4.13 PBM-3-16-2008
12094A	3/12/2008	\$180.39	\$152.03 PBM-3-16-2008
819532	3/12/2008	\$9.67	\$4.94 PBM-3-16-2008
006441	3/12/2008	\$11.33	\$4.85 PBM-3-16-2008
12094A	3/12/2008	\$73.74	\$69.10 PBM-3-16-2008
12094A	3/12/2008	(\$9.29)	(\$3.51) PBM-3-16-2008
12094A	3/12/2008	\$9.29	\$4.41 PBM-3-16-2008
518370	3/12/2008	\$108.83	\$11.95 PBM-3-16-2008
069236	3/12/2008	\$5.64	\$3.38 PBM-3-16-2008

13661A	3/12/2008	\$15.66	\$3.86 PBM-3-16-2008
13661A	3/12/2008	\$120.55	\$66.37 PBM-3-16-2008
13661A	3/12/2008	\$107.13	\$78.05 PBM-3-16-2008
870986	3/12/2008	(\$9.78)	(\$3.25) PBM-3-16-2008
870986	3/12/2008	\$9.78	\$4.15 PBM-3-16-2008
870986	3/12/2008	(\$15.50)	(\$7.15) PBM-3-16-2008
870986	3/12/2008	\$15.50	\$8.05 PBM-3-16-2008
4028	3/12/2008	\$71.00	\$20.95 PBM-3-16-2008
3817	3/12/2008	\$25.38	\$7.03 PBM-3-16-2008
3817	3/12/2008	\$37.48	\$5.34 PBM-3-16-2008
3817	3/12/2008	\$10.37	\$3.40 PBM-3-16-2008
016123	3/12/2008	\$108.01	\$26.24 PBM-3-16-2008
011450	3/12/2008	\$13.65	\$14.10 PBM-3-16-2008
016059	3/12/2008	\$29.07	\$6.55 PBM-3-16-2008
016059	3/12/2008	\$11.78	\$4.09 PBM-3-16-2008
016059	3/12/2008	\$15.16	\$3.73 PBM-3-16-2008
5424	3/12/2008	\$38.00	\$11.95 PBM-3-16-2008
5424	3/12/2008	\$40.66	\$6.84 PBM-3-16-2008
4028	3/12/2008	\$76.21	\$9.93 PBM-3-16-2008
801457	3/12/2008	\$37.95	\$27.65 PBM-3-16-2008
3510	3/12/2008	(\$177.64)	(\$3.23) PBM-3-16-2008
3510	3/12/2008	\$177.64	\$4.13 PBM-3-16-2008
3510	3/12/2008	\$177.64	\$4.13 PBM-3-16-2008
5752	3/12/2008	\$128.84	\$56.35 PBM-3-16-2008
5752	3/12/2008	\$126.81	\$20.87 PBM-3-16-2008
5752	3/12/2008	\$73.80	\$9.79 PBM-3-16-2008
5411	3/12/2008	\$36.95	\$10.06 PBM-3-16-2008
5411	3/12/2008	(\$65.54)	(\$21.67) PBM-3-16-2008
5411	3/12/2008	\$65.54	\$22.57 PBM-3-16-2008
5411	3/12/2008	\$65.54	\$22.57 PBM-3-16-2008
5411	3/12/2008	\$13.60	\$14.05 PBM-3-16-2008
453696	3/12/2008	\$68.20	\$19.42 PBM-3-16-2008
016961	3/12/2008	\$158.91	\$115.72 PBM-3-16-2008
016961	3/12/2008	\$57.23	\$12.61 PBM-3-16-2008
016961	3/12/2008	\$172.87	\$125.78 PBM-3-16-2008
801457	3/12/2008	\$112.87	\$84.18 PBM-3-16-2008
801457	3/12/2008	\$107.99	\$43.93 PBM-3-16-2008
001362	3/12/2008	\$28.77	\$4.96 PBM-3-16-2008
003557	3/12/2008	\$34.53	\$10.54 PBM-3-16-2008
015353	3/12/2008	\$85.52	\$8.30 PBM-3-16-2008
16460C	3/12/2008	\$366.16	\$305.89 PBM-3-16-2008
16460C	3/12/2008	(\$24.52)	(\$10.74) PBM-3-16-2008
16460C	3/12/2008	\$24.52	\$11.64 PBM-3-16-2008
16460C	3/12/2008	\$24.52	\$11.64 PBM-3-16-2008
16460C	3/12/2008	(\$29.89)	(\$5.15) PBM-3-16-2008
16460C	3/12/2008	(\$29.89)	(\$5.15) PBM-3-16-2008
16460C	3/12/2008	(\$29.89)	(\$5.15) PBM-3-16-2008
16460C	3/12/2008	(\$19.94)	(\$3.60) PBM-3-16-2008
16460C	3/12/2008	\$29.89	\$6.05 PBM-3-16-2008
16460C	3/12/2008	\$29.89	\$6.05 PBM-3-16-2008
16460C	3/12/2008	\$29.89	\$6.05 PBM-3-16-2008

16460C	3/12/2008	\$19.94	\$4.50 PBM-3-16-2008
16460C	3/12/2008	\$17.46	\$4.08 PBM-3-16-2008
001362	3/12/2008	(\$6.19)	(\$2.69) PBM-3-16-2008
001362	3/12/2008	\$6.19	\$3.59 PBM-3-16-2008
001362	3/12/2008	\$6.19	\$3.59 PBM-3-16-2008
319985	3/12/2008	\$28.77	\$4.96 PBM-3-16-2008
608896	3/12/2008	\$36.60	\$11.19 PBM-3-16-2008
608896	3/12/2008	\$69.39	\$20.12 PBM-3-16-2008
335352	3/12/2008	\$134.83	\$118.83 PBM-3-16-2008
3192	3/12/2008	\$8.70	\$5.83 PBM-3-16-2008
3192	3/12/2008	\$33.56	\$8.89 PBM-3-16-2008
3192	3/12/2008	\$76.15	\$17.35 PBM-3-16-2008
001362	3/12/2008	\$24.65	\$10.35 PBM-3-16-2008
508092	3/12/2008	\$51.65	\$21.55 PBM-3-16-2008
508092	3/12/2008	\$19.02	\$8.91 PBM-3-16-2008
5805	3/12/2008	\$80.26	\$56.47 PBM-3-16-2008
5805	3/12/2008	\$13.65	\$14.10 PBM-3-16-2008
013041	3/12/2008	\$20.19	\$8.89 PBM-3-16-2008
519973	3/12/2008	(\$59.00)	(\$32.05) PBM-3-16-2008
519973	3/12/2008	\$59.00	\$32.95 PBM-3-16-2008
043294	3/12/2008	\$48.58	\$14.34 PBM-3-16-2008
519973	3/12/2008	\$86.10	\$56.95 PBM-3-16-2008
519973	3/12/2008	(\$71.68)	(\$32.05) PBM-3-16-2008
519973	3/12/2008	\$71.68	\$32.95 PBM-3-16-2008
3644	3/12/2008	\$52.95	\$8.16 PBM-3-16-2008
298918	3/12/2008	\$71.46	\$20.50 PBM-3-16-2008
298918	3/12/2008	(\$4.06)	(\$3.61) PBM-3-16-2008
298918	3/12/2008	\$4.06	\$4.51 PBM-3-16-2008
298918	3/12/2008	\$28.43	\$14.95 PBM-3-16-2008
298918	3/12/2008	\$17.24	\$7.65 PBM-3-16-2008
011148	3/12/2008	(\$82.00)	(\$69.83) PBM-3-16-2008
011148	3/12/2008	(\$62.06)	(\$52.89) PBM-3-16-2008
011148	3/12/2008	\$82.00	\$70.73 PBM-3-16-2008
011148	3/12/2008	\$62.06	\$53.79 PBM-3-16-2008
011148	3/12/2008	\$121.87	\$104.63 PBM-3-16-2008
011148	3/12/2008	\$157.79	\$135.16 PBM-3-16-2008
011148	3/12/2008	\$18.52	\$11.49 PBM-3-16-2008
017701	3/12/2008	\$49.44	\$29.71 PBM-3-16-2008
017701	3/12/2008	\$64.80	\$53.79 PBM-3-16-2008
017701	3/12/2008	\$45.66	\$20.70 PBM-3-16-2008
014667	3/12/2008	\$245.18	\$152.03 PBM-3-16-2008
6509	3/12/2008	(\$73.52)	(\$73.07) PBM-3-16-2008
6509	3/12/2008	\$73.52	\$73.97 PBM-3-16-2008
013091	3/12/2008	\$35.24	\$28.65 PBM-3-16-2008
15652B	3/12/2008	\$113.90	\$100.36 PBM-3-16-2008
15652B	3/12/2008	\$98.64	\$45.85 PBM-3-16-2008
430949	3/12/2008	\$122.49	\$109.70 PBM-3-16-2008
11955B	3/12/2008	\$66.50	\$21.70 PBM-3-16-2008
11955B	3/12/2008	\$34.52	\$11.64 PBM-3-16-2008
7688	3/11/2008	(\$20.73)	(\$5.65) PBM-3-16-2008
7688	3/11/2008	\$20.73	\$6.55 PBM-3-16-2008

7688	3/11/2008	\$20.73	\$6.55 PBM-3-16-2008
3189	3/11/2008	\$10.25	\$3.68 PBM-3-16-2008
3189	3/11/2008	\$77.57	\$64.63 PBM-3-16-2008
029758	3/11/2008	\$130.48	\$23.35 PBM-3-16-2008
308116	3/11/2008	\$75.88	\$66.70 PBM-3-16-2008
09275A	3/11/2008	\$69.31	\$61.97 PBM-3-16-2008
017838	3/11/2008	\$32.40	\$24.27 PBM-3-16-2008
017838	3/11/2008	\$31.14	\$26.82 PBM-3-16-2008
17838A	3/11/2008	\$396.82	\$10.45 PBM-3-16-2008
17838A	3/11/2008	\$122.37	\$109.70 PBM-3-16-2008
17838B	3/11/2008	\$32.40	\$24.27 PBM-3-16-2008
4572	3/11/2008	\$124.66	\$23.65 PBM-3-16-2008
4572	3/11/2008	\$43.20	\$19.75 PBM-3-16-2008
045009	3/11/2008	\$49.88	\$9.85 PBM-3-16-2008
045009	3/11/2008	\$59.93	\$16.45 PBM-3-16-2008
966163	3/11/2008	\$98.00	\$21.55 PBM-3-16-2008
966163	3/11/2008	\$37.72	\$10.54 PBM-3-16-2008
120055	3/11/2008	\$61.89	\$8.29 PBM-3-16-2008
120055	3/11/2008	\$42.71	\$23.35 PBM-3-16-2008
016135	3/11/2008	\$56.89	\$8.29 PBM-3-16-2008
3975	3/11/2008	\$254.09	\$41.35 PBM-3-16-2008
3975	3/11/2008	\$93.02	\$21.40 PBM-3-16-2008
820856	3/11/2008	\$54.97	\$11.51 PBM-3-16-2008
820856	3/11/2008	\$121.84	\$102.26 PBM-3-16-2008
820856	3/11/2008	\$7.38	\$4.22 PBM-3-16-2008
434881	3/11/2008	\$106.40	\$8.26 PBM-3-16-2008
748076	3/11/2008	\$13.69	\$5.95 PBM-3-16-2008
000460	3/11/2008	\$91.05	\$6.97 PBM-3-16-2008
000460	3/11/2008	\$38.62	\$12.17 PBM-3-16-2008
000460	3/11/2008	\$9.63	\$4.61 PBM-3-16-2008
009613	3/11/2008	\$28.39	\$26.82 PBM-3-16-2008
009613	3/11/2008	\$7.04	\$4.15 PBM-3-16-2008
009613	3/11/2008	\$73.80	\$9.79 PBM-3-16-2008
001375	3/11/2008	\$24.65	\$10.35 PBM-3-16-2008
605740	3/11/2008	\$65.66	\$13.15 PBM-3-16-2008
605740	3/11/2008	(\$70.39)	(\$3.90) PBM-3-16-2008
605740	3/11/2008	\$70.39	\$4.80 PBM-3-16-2008
02085B	3/11/2008	(\$164.39)	(\$137.53) PBM-3-16-2008
02085B	3/11/2008	\$164.39	\$138.43 PBM-3-16-2008
02085B	3/11/2008	\$164.39	\$138.43 PBM-3-16-2008
5258	3/11/2008	(\$14.39)	(\$10.74) PBM-3-16-2008
5258	3/11/2008	\$14.39	\$11.64 PBM-3-16-2008
5258	3/11/2008	\$14.39	\$11.64 PBM-3-16-2008
5258	3/11/2008	(\$29.07)	(\$8.21) PBM-3-16-2008
5258	3/11/2008	\$29.07	\$9.11 PBM-3-16-2008
5258	3/11/2008	\$55.90	\$15.26 PBM-3-16-2008
5258	3/11/2008	(\$14.51)	(\$5.60) PBM-3-16-2008
5258	3/11/2008	\$14.51	\$6.50 PBM-3-16-2008
5258	3/11/2008	\$14.51	\$6.50 PBM-3-16-2008
017827	3/11/2008	\$34.63	\$5.69 PBM-3-16-2008
017827	3/11/2008	\$115.50	\$26.24 PBM-3-16-2008

010521	3/11/2008	\$39.93	\$6.55 PBM-3-16-2008
010521	3/11/2008	\$41.50	\$16.70 PBM-3-16-2008
010521	3/11/2008	\$140.63	\$20.65 PBM-3-16-2008
5504	3/11/2008	\$39.93	\$6.55 PBM-3-16-2008
5504	3/11/2008	\$14.88	\$4.22 PBM-3-16-2008
024695	3/11/2008	\$152.02	\$25.75 PBM-3-16-2008
024695	3/11/2008	\$53.73	\$32.33 PBM-3-16-2008
017048	3/11/2008	\$27.32	\$8.08 PBM-3-16-2008
013123	3/11/2008	\$19.41	\$4.78 PBM-3-16-2008
013123	3/11/2008	\$7.86	\$3.36 PBM-3-16-2008
013123	3/11/2008	\$80.28	\$9.25 PBM-3-16-2008
3563	3/11/2008	\$18.70	\$19.15 PBM-3-16-2008
3563	3/11/2008	\$5.55	\$3.46 PBM-3-16-2008
016478	3/11/2008	\$16.79	\$9.94 PBM-3-16-2008
015990	3/11/2008	\$56.89	\$8.29 PBM-3-16-2008
015990	3/11/2008	\$129.54	\$22.15 PBM-3-16-2008
7595	3/11/2008	\$98.60	\$77.56 PBM-3-16-2008
010823	3/11/2008	\$189.89	\$160.14 PBM-3-16-2008
5451	3/11/2008	\$544.81	\$402.74 PBM-3-16-2008
010823	3/11/2008	\$27.31	\$21.91 PBM-3-16-2008
3563	3/11/2008	\$257.23	\$217.35 PBM-3-16-2008
000176	3/11/2008	\$144.50	\$144.95 PBM-3-16-2008
4936	3/11/2008	\$34.50	\$10.54 PBM-3-16-2008
4936	3/11/2008	(\$78.32)	(\$77.87) PBM-3-16-2008
4936	3/11/2008	\$78.32	\$78.77 PBM-3-16-2008
4936	3/11/2008	\$196.02	\$196.47 PBM-3-16-2008
4625	3/11/2008	(\$18.44)	(\$5.05) PBM-3-16-2008
4625	3/11/2008	(\$18.44)	(\$5.05) PBM-3-16-2008
4625	3/11/2008	\$18.44	\$5.95 PBM-3-16-2008
4625	3/11/2008	\$18.44	\$5.95 PBM-3-16-2008
4625	3/11/2008	\$18.44	\$5.95 PBM-3-16-2008
4530	3/11/2008	\$68.02	\$47.01 PBM-3-16-2008
299472	3/11/2008	(\$108.51)	(\$25.34) PBM-3-16-2008
299472	3/11/2008	(\$108.51)	(\$25.34) PBM-3-16-2008
299472	3/11/2008	\$108.51	\$26.24 PBM-3-16-2008
299472	3/11/2008	\$108.51	\$26.24 PBM-3-16-2008
299472	3/11/2008	\$108.51	\$26.24 PBM-3-16-2008
003696	3/11/2008	\$33.30	\$23.66 PBM-3-16-2008
012175	3/11/2008	\$100.71	\$82.60 PBM-3-16-2008
012175	3/11/2008	\$21.32	\$4.98 PBM-3-16-2008
012175	3/11/2008	\$15.53	\$6.70 PBM-3-16-2008
006102	3/11/2008	\$113.09	\$94.83 PBM-3-16-2008
3022	3/11/2008	\$144.46	\$144.91 PBM-3-16-2008
006102	3/11/2008	\$29.15	\$18.55 PBM-3-16-2008
006102	3/11/2008	\$180.39	\$152.03 PBM-3-16-2008
06102B	3/11/2008	\$137.66	\$115.72 PBM-3-16-2008
820015	3/11/2008	\$62.90	\$48.77 PBM-3-16-2008
820015	3/11/2008	\$207.72	\$175.26 PBM-3-16-2008
830411	3/11/2008	(\$7.18)	(\$3.49) PBM-3-16-2008
830411	3/11/2008	\$7.18	\$4.39 PBM-3-16-2008
013999	3/11/2008	\$45.09	\$11.28 PBM-3-16-2008

87145A	3/11/2008	\$89.60	\$15.55 PBM-3-16-2008
87145A	3/11/2008	\$124.66	\$23.65 PBM-3-16-2008
584078	3/11/2008	(\$31.14)	(\$25.92) PBM-3-16-2008
584078	3/11/2008	\$31.14	\$26.82 PBM-3-16-2008
584078	3/11/2008	\$31.14	\$26.82 PBM-3-16-2008
009734	3/11/2008	\$114.97	\$19.25 PBM-3-16-2008
551169	3/11/2008	\$30.02	\$4.96 PBM-3-16-2008
820015	3/11/2008	(\$75.62)	(\$9.29) PBM-3-16-2008
820015	3/11/2008	\$75.62	\$10.19 PBM-3-16-2008
820015	3/11/2008	(\$78.26)	(\$12.85) PBM-3-16-2008
820015	3/11/2008	\$78.26	\$13.75 PBM-3-16-2008
6693	3/11/2008	\$151.57	\$152.02 PBM-3-16-2008
6693	3/11/2008	\$26.30	\$26.75 PBM-3-16-2008
7354	3/11/2008	\$51.85	\$19.45 PBM-3-16-2008
7354	3/11/2008	\$114.54	\$11.95 PBM-3-16-2008
12229C	3/11/2008	\$19.32	\$11.64 PBM-3-16-2008
12229D	3/11/2008	\$53.89	\$13.73 PBM-3-16-2008
12229D	3/11/2008	\$53.65	\$24.27 PBM-3-16-2008
7715	3/11/2008	\$32.43	\$14.10 PBM-3-16-2008
7715	3/11/2008	(\$145.02)	(\$114.11) PBM-3-16-2008
7715	3/11/2008	\$145.02	\$115.01 PBM-3-16-2008
7715	3/11/2008	\$145.02	\$115.01 PBM-3-16-2008
7715	3/11/2008	\$36.55	\$7.45 PBM-3-16-2008
013241	3/11/2008	\$16.43	\$4.65 PBM-3-16-2008
017760	3/11/2008	\$13.12	\$4.09 PBM-3-16-2008
017760	3/11/2008	\$17.77	\$8.25 PBM-3-16-2008
007208	3/11/2008	\$89.76	\$8.38 PBM-3-16-2008
007208	3/11/2008	(\$9.68)	(\$3.31) PBM-3-16-2008
007208	3/11/2008	\$9.68	\$4.21 PBM-3-16-2008
007208	3/11/2008	\$9.68	\$4.21 PBM-3-16-2008
13597B	3/11/2008	\$36.55	\$7.45 PBM-3-16-2008
13597B	3/11/2008	\$16.47	\$16.92 PBM-3-16-2008
13597B	3/11/2008	\$18.73	\$9.49 PBM-3-16-2008
12600C	3/11/2008	\$10.24	\$4.10 PBM-3-16-2008
12600C	3/11/2008	\$20.74	\$8.27 PBM-3-16-2008
12600B	3/11/2008	\$11.93	\$12.14 PBM-3-16-2008
010249	3/11/2008	\$16.04	\$14.93 PBM-3-16-2008
010249	3/11/2008	\$36.48	\$4.78 PBM-3-16-2008
09868A	3/11/2008	\$206.16	\$162.25 PBM-3-16-2008
870986	3/11/2008	\$39.44	\$4.95 PBM-3-16-2008
04877C	3/11/2008	\$57.51	\$5.95 PBM-3-16-2008
04877C	3/11/2008	\$112.11	\$19.12 PBM-3-16-2008
839437	3/11/2008	\$56.90	\$11.51 PBM-3-16-2008
010712	3/11/2008	\$105.30	\$6.97 PBM-3-16-2008
010708	3/11/2008	\$62.68	\$14.05 PBM-3-16-2008
872861	3/11/2008	\$31.79	\$16.09 PBM-3-16-2008
009709	3/11/2008	\$24.99	\$6.55 PBM-3-16-2008
009709	3/11/2008	(\$17.12)	(\$6.04) PBM-3-16-2008
009709	3/11/2008	\$17.12	\$6.94 PBM-3-16-2008
009709	3/11/2008	\$91.12	\$38.58 PBM-3-16-2008
003214	3/11/2008	\$90.04	\$8.95 PBM-3-16-2008

178031	3/11/2008	\$19.39	\$7.48 PBM-3-16-2008
178031	3/11/2008	\$54.49	\$14.11 PBM-3-16-2008
178031	3/11/2008	\$163.09	\$135.18 PBM-3-16-2008
029797	3/11/2008	\$100.57	\$84.18 PBM-3-16-2008
11544	3/11/2008	\$14.57	\$5.34 PBM-3-16-2008
029797	3/11/2008	\$47.66	\$13.30 PBM-3-16-2008
3022	3/11/2008	\$40.51	\$11.54 PBM-3-16-2008
3022	3/11/2008	\$60.40	\$8.29 PBM-3-16-2008
03870A	3/11/2008	\$53.24	\$15.26 PBM-3-16-2008
009246	3/11/2008	\$24.41	\$7.64 PBM-3-16-2008
009246	3/11/2008	\$15.18	\$4.65 PBM-3-16-2008
6514	3/11/2008	\$15.72	\$12.90 PBM-3-16-2008
6514	3/11/2008	(\$163.00)	(\$162.55) PBM-3-16-2008
6514	3/11/2008	(\$163.00)	(\$162.55) PBM-3-16-2008
6514	3/11/2008	\$163.00	\$163.45 PBM-3-16-2008
6514	3/11/2008	\$163.00	\$163.45 PBM-3-16-2008
6514	3/11/2008	\$305.60	\$306.05 PBM-3-16-2008
6514	3/11/2008	\$196.42	\$165.66 PBM-3-16-2008
6514	3/11/2008	\$200.80	\$169.38 PBM-3-16-2008
755469	3/11/2008	\$34.23	\$10.54 PBM-3-16-2008
014097	3/11/2008	\$147.49	\$135.24 PBM-3-16-2008
014097	3/11/2008	\$71.29	\$29.57 PBM-3-16-2008
014097	3/11/2008	\$80.59	\$25.27 PBM-3-16-2008
14233	3/11/2008	\$138.89	\$109.70 PBM-3-16-2008
14233	3/11/2008	\$91.99	\$43.93 PBM-3-16-2008
04469A	3/11/2008	\$36.59	\$6.30 PBM-3-16-2008
01108C	3/11/2008	(\$22.89)	(\$9.04) PBM-3-16-2008
01108C	3/11/2008	\$22.89	\$9.94 PBM-3-16-2008
01108C	3/11/2008	\$23.19	\$10.15 PBM-3-16-2008
014973	3/11/2008	\$47.19	\$21.25 PBM-3-16-2008
007992	3/11/2008	\$75.99	\$29.95 PBM-3-16-2008
007992	3/11/2008	\$17.99	\$4.69 PBM-3-16-2008
088791	3/11/2008	\$53.19	\$11.95 PBM-3-16-2008
7398	3/11/2008	\$82.28	\$9.25 PBM-3-16-2008
7398	3/11/2008	\$32.41	\$8.99 PBM-3-16-2008
604252	3/11/2008	\$76.15	\$17.35 PBM-3-16-2008
023192	3/11/2008	(\$163.24)	(\$136.56) PBM-3-16-2008
023192	3/11/2008	\$163.24	\$137.46 PBM-3-16-2008
3893	3/11/2008	\$203.55	\$185.22 PBM-3-16-2008
206387	3/11/2008	(\$18.04)	(\$7.15) PBM-3-16-2008
206387	3/11/2008	\$18.04	\$8.05 PBM-3-16-2008
206387	3/11/2008	(\$10.15)	(\$3.25) PBM-3-16-2008
206387	3/11/2008	\$10.15	\$4.15 PBM-3-16-2008
206387	3/11/2008	\$10.15	\$4.15 PBM-3-16-2008
237335	3/11/2008	\$197.99	\$169.38 PBM-3-16-2008
237335	3/11/2008	\$187.99	\$160.17 PBM-3-16-2008
237335	3/11/2008	\$118.99	\$94.82 PBM-3-16-2008
737111	3/11/2008	\$559.60	\$474.37 PBM-3-16-2008
774020	3/11/2008	\$22.09	\$8.48 PBM-3-16-2008
774020	3/11/2008	\$153.09	\$129.03 PBM-3-16-2008
008885	3/11/2008	(\$61.89)	(\$7.39) PBM-3-16-2008

008885	3/11/2008	\$61.89	\$8.29 PBM-3-16-2008
008885	3/11/2008	\$61.99	\$8.29 PBM-3-16-2008
007885	3/11/2008	\$46.02	\$46.47 PBM-3-16-2008
666185	3/10/2008	\$11.00	\$8.05 PBM-3-16-2008
966792	3/10/2008	\$71.45	\$20.95 PBM-3-16-2008
666185	3/10/2008	\$163.00	\$163.45 PBM-3-16-2008
500108	3/10/2008	\$130.89	\$102.94 PBM-3-16-2008
343183	3/10/2008	\$157.19	\$14.05 PBM-3-16-2008
343183	3/10/2008	\$224.69	\$181.91 PBM-3-16-2008
343183	3/10/2008	(\$105.19)	(\$64.25) PBM-3-16-2008
343183	3/10/2008	\$105.19	\$65.15 PBM-3-16-2008
343183	3/10/2008	\$34.29	\$3.79 PBM-3-16-2008
966792	3/10/2008	\$27.78	\$4.73 PBM-3-16-2008
238490	3/10/2008	\$38.59	\$4.70 PBM-3-16-2008
238490	3/10/2008	\$114.39	\$87.64 PBM-3-16-2008
4342	3/10/2008	\$39.89	\$3.28 PBM-3-16-2008
523373	3/10/2008	\$141.32	\$118.83 PBM-3-16-2008
028435	3/10/2008	\$30.74	\$8.99 PBM-3-16-2008
000805	3/10/2008	\$19.30	\$4.57 PBM-3-16-2008
000805	3/10/2008	(\$6.19)	(\$2.87) PBM-3-16-2008
000805	3/10/2008	\$6.19	\$3.77 PBM-3-16-2008
000805	3/10/2008	\$7.03	\$7.48 PBM-3-16-2008
000805	3/10/2008	\$14.62	\$8.80 PBM-3-16-2008
017849	3/10/2008	\$25.38	\$7.03 PBM-3-16-2008
017849	3/10/2008	\$192.41	\$162.25 PBM-3-16-2008
4342	3/10/2008	\$28.19	\$11.37 PBM-3-16-2008
4342	3/10/2008	\$45.39	\$11.19 PBM-3-16-2008
007797	3/10/2008	\$369.49	\$65.05 PBM-3-16-2008
007797	3/10/2008	\$233.28	\$102.20 PBM-3-16-2008
319506	3/10/2008	\$87.91	\$68.75 PBM-3-16-2008
299472	3/10/2008	\$91.71	\$66.95 PBM-3-16-2008
730662	3/10/2008	\$78.67	\$9.93 PBM-3-16-2008
910461	3/10/2008	\$79.75	\$18.15 PBM-3-16-2008
3322	3/10/2008	\$131.82	\$23.35 PBM-3-16-2008
3322	3/10/2008	\$39.70	\$17.76 PBM-3-16-2008
001758	3/10/2008	\$43.94	\$25.15 PBM-3-16-2008
01758A	3/10/2008	\$40.14	\$6.30 PBM-3-16-2008
01758A	3/10/2008	\$10.36	\$4.15 PBM-3-16-2008
001758	3/10/2008	\$194.36	\$163.91 PBM-3-16-2008
5178	3/10/2008	\$18.42	\$5.44 PBM-3-16-2008
7615	3/10/2008	(\$265.42)	(\$221.71) PBM-3-16-2008
7615	3/10/2008	\$265.42	\$222.61 PBM-3-16-2008
7615	3/10/2008	(\$193.95)	(\$7.16) PBM-3-16-2008
7615	3/10/2008	\$193.95	\$8.06 PBM-3-16-2008
7615	3/10/2008	(\$107.59)	(\$19.16) PBM-3-16-2008
7615	3/10/2008	\$107.59	\$20.06 PBM-3-16-2008
7615	3/10/2008	(\$27.74)	(\$8.45) PBM-3-16-2008
7615	3/10/2008	\$27.74	\$9.35 PBM-3-16-2008
7615	3/10/2008	\$21.13	\$8.13 PBM-3-16-2008
2595	3/10/2008	\$71.29	\$14.83 PBM-3-16-2008
008885	3/10/2008	\$13.08	\$5.01 PBM-3-16-2008

008885	3/10/2008	\$70.29	\$13.15 PBM-3-16-2008
01108C	3/10/2008	\$24.74	\$8.91 PBM-3-16-2008
508092	3/10/2008	\$134.59	\$42.37 PBM-3-16-2008
013737	3/10/2008	\$22.69	\$12.07 PBM-3-16-2008
104653	3/10/2008	\$21.29	\$8.92 PBM-3-16-2008
013289	3/10/2008	\$11.91	\$4.41 PBM-3-16-2008
013289	3/10/2008	\$18.93	\$3.87 PBM-3-16-2008
396521	3/10/2008	\$45.44	\$11.58 PBM-3-16-2008
07101B	3/10/2008	\$29.12	\$9.11 PBM-3-16-2008
07101B	3/10/2008	\$12.74	\$4.69 PBM-3-16-2008
5827	3/10/2008	\$47.25	\$10.87 PBM-3-16-2008
036194	3/10/2008	\$33.35	\$6.14 PBM-3-16-2008
001806	3/10/2008	\$29.00	\$12.95 PBM-3-16-2008
7648	3/10/2008	\$15.66	\$3.86 PBM-3-16-2008
7615	3/10/2008	\$178.52	\$138.12 PBM-3-16-2008
396521	3/10/2008	\$75.18	\$62.60 PBM-3-16-2008
7866	3/10/2008	\$26.33	\$8.13 PBM-3-16-2008
558211	3/10/2008	(\$10.75)	(\$6.73) PBM-3-16-2008
558211	3/10/2008	\$10.75	\$7.63 PBM-3-16-2008
558211	3/10/2008	\$12.09	\$7.63 PBM-3-16-2008
558211	3/10/2008	\$38.22	\$11.95 PBM-3-16-2008
013289	3/10/2008	\$37.48	\$12.40 PBM-3-16-2008
7573	3/10/2008	\$94.78	\$77.56 PBM-3-16-2008
7164	3/10/2008	(\$126.19)	(\$96.97) PBM-3-16-2008
7164	3/10/2008	(\$66.89)	(\$49.51) PBM-3-16-2008
7164	3/10/2008	\$126.19	\$97.87 PBM-3-16-2008
7164	3/10/2008	\$66.89	\$50.41 PBM-3-16-2008
7164	3/10/2008	\$64.79	\$20.47 PBM-3-16-2008
435054	3/10/2008	\$162.56	\$135.18 PBM-3-16-2008
435054	3/10/2008	\$38.71	\$8.05 PBM-3-16-2008
435054	3/10/2008	\$15.98	\$5.14 PBM-3-16-2008
12565B	3/10/2008	\$56.82	\$24.40 PBM-3-16-2008
12565B	3/10/2008	\$24.99	\$6.55 PBM-3-16-2008
009417	3/10/2008	\$133.59	\$14.05 PBM-3-16-2008
545140	3/10/2008	\$100.92	\$16.15 PBM-3-16-2008
545140	3/10/2008	\$161.47	\$14.05 PBM-3-16-2008
545140	3/10/2008	\$68.09	\$13.15 PBM-3-16-2008
12762C	3/10/2008	\$57.02	\$24.55 PBM-3-16-2008
07208B	3/10/2008	\$29.33	\$7.60 PBM-3-16-2008
013557	3/10/2008	(\$88.54)	(\$70.27) PBM-3-16-2008
013557	3/10/2008	\$88.54	\$71.17 PBM-3-16-2008
013557	3/10/2008	\$88.54	\$71.17 PBM-3-16-2008
017919	3/10/2008	\$25.29	\$6.98 PBM-3-16-2008
017919	3/10/2008	\$29.97	\$5.35 PBM-3-16-2008
017919	3/10/2008	\$29.94	\$10.53 PBM-3-16-2008
011387	3/10/2008	\$20.10	\$6.55 PBM-3-16-2008
02546D	3/10/2008	(\$76.99)	(\$38.85) PBM-3-16-2008
02546D	3/10/2008	\$76.99	\$39.75 PBM-3-16-2008
02546D	3/10/2008	\$76.99	\$39.75 PBM-3-16-2008
02546D	3/10/2008	\$66.80	\$11.95 PBM-3-16-2008
006555	3/10/2008	\$11.34	\$3.80 PBM-3-16-2008

006555	3/10/2008	\$20.73	\$6.27 PBM-3-16-2008
006555	3/10/2008	\$8.94	\$3.68 PBM-3-16-2008
015355	3/10/2008	\$25.60	\$11.00 PBM-3-16-2008
015355	3/10/2008	\$112.51	\$86.48 PBM-3-16-2008
015355	3/10/2008	\$14.39	\$6.61 PBM-3-16-2008
01725D	3/10/2008	\$12.22	\$3.25 PBM-3-16-2008
01725D	3/10/2008	\$36.40	\$26.47 PBM-3-16-2008
7795	3/10/2008	\$41.52	\$5.34 PBM-3-16-2008
004678	3/10/2008	\$135.21	\$11.39 PBM-3-16-2008
004678	3/10/2008	\$102.12	\$20.05 PBM-3-16-2008
680265	3/10/2008	\$37.71	\$29.06 PBM-3-16-2008
680265	3/10/2008	\$100.71	\$82.60 PBM-3-16-2008
680265	3/10/2008	\$16.55	\$4.30 PBM-3-16-2008
015919	3/10/2008	\$50.63	\$30.22 PBM-3-16-2008
011376	3/10/2008	\$70.58	\$62.60 PBM-3-16-2008
011376	3/10/2008	\$66.86	\$60.87 PBM-3-16-2008
011376	3/10/2008	\$125.48	\$23.35 PBM-3-16-2008
699198	3/10/2008	\$49.74	\$12.25 PBM-3-16-2008
235040	3/10/2008	\$113.09	\$94.83 PBM-3-16-2008
013236	3/10/2008	\$38.94	\$20.68 PBM-3-16-2008
013236	3/10/2008	\$292.13	\$247.01 PBM-3-16-2008
324837	3/10/2008	\$100.57	\$84.18 PBM-3-16-2008
10461A	3/10/2008	(\$10.09)	(\$2.90) PBM-3-16-2008
10461A	3/10/2008	\$10.09	\$3.80 PBM-3-16-2008
10461A	3/10/2008	\$10.09	\$3.80 PBM-3-16-2008
10461A	3/10/2008	(\$158.95)	(\$132.91) PBM-3-16-2008
10461A	3/10/2008	(\$158.95)	(\$132.91) PBM-3-16-2008
10461A	3/10/2008	(\$158.95)	(\$132.91) PBM-3-16-2008
10461A	3/10/2008	\$158.95	\$133.81 PBM-3-16-2008
10461A	3/10/2008	\$158.95	\$133.81 PBM-3-16-2008
10461A	3/10/2008	\$158.95	\$133.81 PBM-3-16-2008
699198	3/10/2008	\$129.54	\$22.15 PBM-3-16-2008
699198	3/10/2008	\$29.75	\$9.48 PBM-3-16-2008
324837	3/10/2008	\$69.87	\$64.79 PBM-3-16-2008
007797	3/10/2008	\$63.91	\$39.67 PBM-3-16-2008
319506	3/10/2008	\$43.35	\$9.55 PBM-3-16-2008
319506	3/10/2008	\$234.90	\$193.69 PBM-3-16-2008
171363	3/10/2008	\$57.82	\$34.15 PBM-3-16-2008
171363	3/10/2008	\$73.71	\$56.68 PBM-3-16-2008
137771	3/10/2008	\$18.49	\$8.01 PBM-3-16-2008
137771	3/10/2008	\$53.79	\$24.27 PBM-3-16-2008
017534	3/10/2008	\$32.79	\$8.99 PBM-3-16-2008
017534	3/10/2008	\$17.89	\$8.80 PBM-3-16-2008
017534	3/10/2008	\$12.39	\$4.24 PBM-3-16-2008
910461	3/10/2008	(\$213.80)	(\$14.05) PBM-3-16-2008
910461	3/10/2008	\$213.80	\$14.95 PBM-3-16-2008
5298	3/10/2008	\$40.17	\$11.65 PBM-3-16-2008
4525	3/10/2008	\$134.20	\$112.77 PBM-3-16-2008
4525	3/10/2008	\$34.50	\$10.54 PBM-3-16-2008
016803	3/10/2008	\$36.63	\$11.19 PBM-3-16-2008
016803	3/10/2008	\$82.95	\$8.38 PBM-3-16-2008

016803	3/10/2008	\$77.60	\$13.75 PBM-3-16-2008
028566	3/10/2008	\$28.77	\$4.96 PBM-3-16-2008
988798	3/10/2008	\$68.00	\$14.83 PBM-3-16-2008
988798	3/10/2008	\$69.39	\$20.12 PBM-3-16-2008
016163	3/10/2008	(\$9.00)	(\$6.61) PBM-3-16-2008
016163	3/10/2008	\$9.00	\$7.51 PBM-3-16-2008
016163	3/10/2008	\$13.00	\$12.07 PBM-3-16-2008
016163	3/10/2008	\$88.90	\$89.35 PBM-3-16-2008
011434	3/10/2008	\$126.54	\$106.26 PBM-3-16-2008
536280	3/10/2008	\$11.60	\$6.59 PBM-3-16-2008
755469	3/10/2008	\$14.57	\$5.34 PBM-3-16-2008
001806	3/10/2008	(\$27.82)	(\$3.43) PBM-3-16-2008
001806	3/10/2008	\$27.82	\$4.33 PBM-3-16-2008
001806	3/10/2008	\$27.82	\$4.33 PBM-3-16-2008
016123	3/10/2008	\$71.86	\$59.17 PBM-3-16-2008
016123	3/10/2008	\$162.18	\$20.86 PBM-3-16-2008
028566	3/10/2008	\$194.36	\$163.91 PBM-3-16-2008
028566	3/10/2008	\$129.30	\$108.61 PBM-3-16-2008
016163	3/10/2008	\$152.61	\$14.05 PBM-3-16-2008
016163	3/10/2008	\$36.20	\$11.66 PBM-3-16-2008
016163	3/10/2008	\$121.27	\$23.35 PBM-3-16-2008
005851	3/10/2008	\$9.98	\$6.49 PBM-3-16-2008
011976	3/10/2008	\$238.68	\$122.55 PBM-3-16-2008
011976	3/10/2008	\$28.08	\$6.94 PBM-3-16-2008
011976	3/10/2008	\$10.00	\$6.59 PBM-3-16-2008
7860	3/10/2008	\$6.74	\$4.44 PBM-3-16-2008
7860	3/10/2008	(\$68.00)	(\$13.93) PBM-3-16-2008
7860	3/10/2008	\$68.00	\$14.83 PBM-3-16-2008
7860	3/10/2008	\$69.39	\$20.12 PBM-3-16-2008
988798	3/10/2008	(\$19.46)	(\$10.00) PBM-3-16-2008
988798	3/10/2008	\$19.46	\$10.90 PBM-3-16-2008
487094	3/10/2008	\$33.16	\$18.55 PBM-3-16-2008
487094	3/10/2008	\$54.35	\$10.87 PBM-3-16-2008
782098	3/10/2008	\$50.76	\$9.55 PBM-3-16-2008
7959	3/10/2008	\$40.32	\$26.27 PBM-3-16-2008
646921	3/10/2008	\$36.99	\$26.82 PBM-3-16-2008
4036	3/10/2008	\$20.84	\$4.15 PBM-3-16-2008
4036	3/10/2008	(\$47.70)	(\$10.45) PBM-3-16-2008
4036	3/10/2008	\$47.70	\$11.35 PBM-3-16-2008
4036	3/10/2008	\$147.03	\$110.95 PBM-3-16-2008
646921	3/10/2008	\$40.06	\$17.54 PBM-3-16-2008
646921	3/10/2008	\$13.37	\$4.41 PBM-3-16-2008
5189	3/10/2008	\$5.90	\$5.88 PBM-3-16-2008
5189	3/10/2008	\$73.84	\$61.42 PBM-3-16-2008
5189	3/10/2008	\$38.97	\$34.16 PBM-3-16-2008
5656	3/10/2008	\$254.16	\$41.35 PBM-3-16-2008
250990	3/10/2008	(\$189.40)	(\$171.33) PBM-3-16-2008
250990	3/10/2008	\$189.40	\$172.23 PBM-3-16-2008
250990	3/10/2008	\$49.94	\$7.74 PBM-3-16-2008
250990	3/10/2008	\$86.99	\$19.96 PBM-3-16-2008
10027A	3/10/2008	\$76.57	\$9.79 PBM-3-16-2008

10027A	3/10/2008	(\$8.72)	(\$4.26) PBM-3-16-2008
10027A	3/10/2008	\$8.72	\$5.16 PBM-3-16-2008
10027A	3/10/2008	\$22.70	\$15.49 PBM-3-16-2008
10027A	3/10/2008	\$83.95	\$22.59 PBM-3-16-2008
017048	3/10/2008	\$76.57	\$9.79 PBM-3-16-2008
7447	3/10/2008	\$36.29	\$10.13 PBM-3-16-2008
7447	3/10/2008	\$19.12	\$8.27 PBM-3-16-2008
7447	3/10/2008	\$8.72	\$4.45 PBM-3-16-2008
7446	3/10/2008	\$19.52	\$11.64 PBM-3-16-2008
7446	3/10/2008	\$101.52	\$59.95 PBM-3-16-2008
7446	3/10/2008	\$8.72	\$5.25 PBM-3-16-2008
7448	3/10/2008	\$8.72	\$4.45 PBM-3-16-2008
7448	3/10/2008	\$36.29	\$10.13 PBM-3-16-2008
003723	3/10/2008	\$112.54	\$11.95 PBM-3-16-2008
012982	3/10/2008	\$149.87	\$14.05 PBM-3-16-2008
012982	3/10/2008	\$144.54	\$144.99 PBM-3-16-2008
012982	3/10/2008	\$38.67	\$12.55 PBM-3-16-2008
017286	3/10/2008	\$180.26	\$121.35 PBM-3-16-2008
118131	3/10/2008	\$49.35	\$14.27 PBM-3-16-2008
118131	3/10/2008	\$47.07	\$13.71 PBM-3-16-2008
015432	3/10/2008	\$8.25	\$6.53 PBM-3-16-2008
606728	3/10/2008	\$122.61	\$94.83 PBM-3-16-2008
606728	3/10/2008	\$114.13	\$104.10 PBM-3-16-2008
5535	3/10/2008	(\$26.46)	(\$4.54) PBM-3-16-2008
5535	3/10/2008	\$26.46	\$5.44 PBM-3-16-2008
5535	3/10/2008	\$54.13	\$8.29 PBM-3-16-2008
5535	3/10/2008	\$31.78	\$10.54 PBM-3-16-2008
5535	3/10/2008	\$97.73	\$84.11 PBM-3-16-2008
992468	3/10/2008	\$103.07	\$88.65 PBM-3-16-2008
992468	3/10/2008	\$17.88	\$7.31 PBM-3-16-2008
4528	3/10/2008	\$29.09	\$5.80 PBM-3-16-2008
4528	3/10/2008	\$26.30	\$7.69 PBM-3-16-2008
992468	3/10/2008	\$177.64	\$4.13 PBM-3-16-2008
217921	3/10/2008	\$41.80	\$8.89 PBM-3-16-2008
014714	3/10/2008	\$80.99	\$20.56 PBM-3-16-2008
742614	3/10/2008	\$9.78	\$4.15 PBM-3-16-2008
133253	3/10/2008	\$13.59	\$9.15 PBM-3-16-2008
004097	3/10/2008	\$6.19	\$3.59 PBM-3-16-2008
004097	3/10/2008	\$50.75	\$9.55 PBM-3-16-2008
004097	3/10/2008	\$75.08	\$20.10 PBM-3-16-2008
7618	3/10/2008	\$84.28	\$19.96 PBM-3-16-2008
015432	3/10/2008	\$40.66	\$6.84 PBM-3-16-2008
666474	3/10/2008	\$102.81	\$81.84 PBM-3-16-2008
010240	3/10/2008	\$19.15	\$5.90 PBM-3-16-2008
5412	3/10/2008	\$50.36	\$10.99 PBM-3-16-2008
211815	3/10/2008	\$114.00	\$8.26 PBM-3-16-2008
889305	3/10/2008	\$83.26	\$5.47 PBM-3-16-2008
666474	3/10/2008	\$85.12	\$37.33 PBM-3-16-2008
4586	3/10/2008	\$105.57	\$84.18 PBM-3-16-2008
570010	3/10/2008	\$77.27	\$11.50 PBM-3-16-2008
006841	3/10/2008	\$10.03	\$5.98 PBM-3-16-2008

006841	3/10/2008	\$175.01	\$154.69 PBM-3-16-2008
217921	3/10/2008	\$127.74	\$110.95 PBM-3-16-2008
006841	3/10/2008	\$21.64	\$7.45 PBM-3-16-2008
017141	3/10/2008	\$76.46	\$36.03 PBM-3-16-2008
989442	3/10/2008	\$24.21	\$9.20 PBM-3-16-2008
468224	3/10/2008	\$39.00	\$16.70 PBM-3-16-2008
09264A	3/10/2008	\$52.54	\$15.26 PBM-3-16-2008
09264A	3/10/2008	\$59.53	\$14.96 PBM-3-16-2008
09264A	3/10/2008	\$80.21	\$66.88 PBM-3-16-2008
03934A	3/10/2008	\$29.75	\$14.10 PBM-3-16-2008
03934A	3/10/2008	\$25.44	\$17.27 PBM-3-16-2008
03934A	3/10/2008	\$9.17	\$4.86 PBM-3-16-2008
08043A	3/10/2008	\$242.05	\$204.44 PBM-3-16-2008
014843	3/10/2008	\$34.52	\$11.64 PBM-3-16-2008
014843	3/10/2008	\$56.82	\$24.40 PBM-3-16-2008
015034	3/9/2008	\$74.27	\$30.52 PBM-3-16-2008
5298	3/9/2008	\$102.57	\$84.18 PBM-3-16-2008
5298	3/9/2008	(\$8.14)	(\$2.35) PBM-3-16-2008
5298	3/9/2008	\$8.14	\$3.25 PBM-3-16-2008
5827	3/9/2008	\$34.23	\$10.54 PBM-3-16-2008
5827	3/9/2008	\$141.32	\$118.83 PBM-3-16-2008
4153	3/8/2008	\$135.15	\$20.65 PBM-3-16-2008
7648	3/8/2008	(\$15.66)	(\$2.96) PBM-3-16-2008
7648	3/8/2008	\$15.66	\$3.86 PBM-3-16-2008
044660	3/8/2008	\$15.50	\$7.85 PBM-3-16-2008
006526	3/8/2008	\$24.92	\$5.28 PBM-3-16-2008
017843	3/8/2008	\$21.42	\$5.44 PBM-3-16-2008
442467	3/8/2008	\$25.19	\$5.09 PBM-3-16-2008
04113A	3/8/2008	\$149.69	\$118.83 PBM-3-16-2008
04113A	3/8/2008	\$41.89	\$10.54 PBM-3-16-2008
988774	3/8/2008	\$133.39	\$23.35 PBM-3-16-2008
004469	3/8/2008	\$22.31	\$7.57 PBM-3-16-2008
004469	3/8/2008	\$144.79	\$111.87 PBM-3-16-2008
004469	3/8/2008	\$191.99	\$154.42 PBM-3-16-2008
483650	3/8/2008	(\$96.06)	(\$43.03) PBM-3-16-2008
483650	3/8/2008	\$96.06	\$43.93 PBM-3-16-2008
483650	3/8/2008	\$96.06	\$43.93 PBM-3-16-2008
011643	3/8/2008	\$38.99	\$17.07 PBM-3-16-2008
011643	3/8/2008	\$23.95	\$5.19 PBM-3-16-2008
6410	3/8/2008	(\$31.19)	(\$3.74) PBM-3-16-2008
6410	3/8/2008	\$31.19	\$4.64 PBM-3-16-2008
6410	3/8/2008	\$31.19	\$4.64 PBM-3-16-2008
6410	3/8/2008	(\$19.59)	(\$3.25) PBM-3-16-2008
6410	3/8/2008	\$19.59	\$4.15 PBM-3-16-2008
6410	3/8/2008	\$19.59	\$4.15 PBM-3-16-2008
6410	3/8/2008	(\$170.89)	(\$134.28) PBM-3-16-2008
6410	3/8/2008	\$170.89	\$135.18 PBM-3-16-2008
6410	3/8/2008	\$170.89	\$135.18 PBM-3-16-2008
988774	3/8/2008	\$38.49	\$26.82 PBM-3-16-2008
003952	3/8/2008	\$9.34	\$9.79 PBM-3-16-2008
004384	3/8/2008	\$45.74	\$8.89 PBM-3-16-2008

015353	3/8/2008	\$69.90	\$56.41 PBM-3-16-2008
722359	3/8/2008	\$147.36	\$122.26 PBM-3-16-2008
015096	3/8/2008	\$31.79	\$14.10 PBM-3-16-2008
015096	3/8/2008	\$25.29	\$5.35 PBM-3-16-2008
5809	3/8/2008	\$21.59	\$11.64 PBM-3-16-2008
5096	3/8/2008	(\$26.46)	(\$26.01) PBM-3-16-2008
5096	3/8/2008	\$26.46	\$26.91 PBM-3-16-2008
5809	3/8/2008	\$26.46	\$26.91 PBM-3-16-2008
5809	3/8/2008	\$21.69	\$13.95 PBM-3-16-2008
015096	3/8/2008	\$82.29	\$56.47 PBM-3-16-2008
038777	3/8/2008	\$9.66	\$8.99 PBM-3-16-2008
6457	3/8/2008	\$36.29	\$10.13 PBM-3-16-2008
6457	3/8/2008	\$16.42	\$5.44 PBM-3-16-2008
6457	3/8/2008	\$254.16	\$41.35 PBM-3-16-2008
016926	3/8/2008	\$10.09	\$3.80 PBM-3-16-2008
016926	3/8/2008	\$36.29	\$10.13 PBM-3-16-2008
016926	3/8/2008	\$16.42	\$5.44 PBM-3-16-2008
7643	3/8/2008	\$38.36	\$8.65 PBM-3-16-2008
7652	3/8/2008	\$19.52	\$11.64 PBM-3-16-2008
7652	3/8/2008	\$20.65	\$6.54 PBM-3-16-2008
7652	3/8/2008	\$12.06	\$5.61 PBM-3-16-2008
251699	3/8/2008	\$14.84	\$8.80 PBM-3-16-2008
251699	3/8/2008	\$137.08	\$22.15 PBM-3-16-2008
251699	3/8/2008	\$107.98	\$84.11 PBM-3-16-2008
005229	3/8/2008	\$24.60	\$24.55 PBM-3-16-2008
005229	3/8/2008	\$54.84	\$33.74 PBM-3-16-2008
298252	3/8/2008	\$92.49	\$60.56 PBM-3-16-2008
014667	3/8/2008	\$96.89	\$70.52 PBM-3-16-2008
740252	3/8/2008	\$84.78	\$12.62 PBM-3-16-2008
740252	3/8/2008	\$26.12	\$6.91 PBM-3-16-2008
740252	3/8/2008	\$41.80	\$8.89 PBM-3-16-2008
01630A	3/7/2008	\$305.00	\$8.35 PBM-3-16-2008
01630A	3/7/2008	\$16.88	\$3.96 PBM-3-16-2008
01630A	3/7/2008	\$6.47	\$3.34 PBM-3-16-2008
127732	3/7/2008	\$7.38	\$4.22 PBM-3-16-2008
012477	3/7/2008	\$49.70	\$12.25 PBM-3-16-2008
012477	3/7/2008	\$33.56	\$8.89 PBM-3-16-2008
012477	3/7/2008	\$95.11	\$92.11 PBM-3-16-2008
6702	3/7/2008	\$79.96	\$15.78 PBM-3-16-2008
012487	3/7/2008	\$69.56	\$16.83 PBM-3-16-2008
10034B	3/7/2008	\$21.59	\$7.04 PBM-3-16-2008
808477	3/7/2008	\$37.65	\$4.95 PBM-3-16-2008
002946	3/7/2008	\$35.63	\$8.89 PBM-3-16-2008
002946	3/7/2008	\$15.07	\$9.01 PBM-3-16-2008
570010	3/7/2008	\$447.21	\$406.80 PBM-3-16-2008
570010	3/7/2008	\$35.51	\$24.98 PBM-3-16-2008
4586	3/7/2008	\$42.25	\$11.19 PBM-3-16-2008
5412	3/7/2008	\$39.01	\$24.98 PBM-3-16-2008
017643	3/7/2008	\$45.28	\$11.58 PBM-3-16-2008
002946	3/7/2008	\$144.54	\$144.99 PBM-3-16-2008
6676	3/7/2008	\$113.09	\$94.83 PBM-3-16-2008

6676	3/7/2008	\$32.03	\$27.65 PBM-3-16-2008
678725	3/7/2008	\$18.62	\$4.75 PBM-3-16-2008
6592	3/7/2008	\$34.79	\$8.58 PBM-3-16-2008
468224	3/7/2008	\$10.88	\$3.47 PBM-3-16-2008
6401	3/7/2008	\$80.27	\$56.47 PBM-3-16-2008
576049	3/7/2008	\$89.27	\$81.84 PBM-3-16-2008
576049	3/7/2008	\$75.33	\$59.20 PBM-3-16-2008
03293A	3/7/2008	\$32.40	\$24.27 PBM-3-16-2008
624843	3/7/2008	\$297.13	\$261.42 PBM-3-16-2008
624843	3/7/2008	\$138.13	\$20.65 PBM-3-16-2008
624843	3/7/2008	\$136.82	\$23.35 PBM-3-16-2008
6759	3/7/2008	\$56.20	\$11.95 PBM-3-16-2008
624843	3/7/2008	\$36.95	\$25.86 PBM-3-16-2008
013669	3/7/2008	\$51.65	\$24.27 PBM-3-16-2008
433806	3/7/2008	\$16.40	\$8.92 PBM-3-16-2008
914304	3/7/2008	\$36.60	\$11.19 PBM-3-16-2008
000388	3/7/2008	\$10.09	\$10.54 PBM-3-16-2008
000388	3/7/2008	\$76.15	\$17.35 PBM-3-16-2008
5773	3/7/2008	\$129.54	\$22.15 PBM-3-16-2008
5773	3/7/2008	\$47.00	\$10.87 PBM-3-16-2008
433806	3/7/2008	\$56.89	\$8.29 PBM-3-16-2008
433806	3/7/2008	\$69.44	\$19.42 PBM-3-16-2008
00388A	3/7/2008	\$133.04	\$20.65 PBM-3-16-2008
00388A	3/7/2008	\$92.00	\$13.03 PBM-3-16-2008
567433	3/7/2008	\$15.49	\$4.51 PBM-3-16-2008
567433	3/7/2008	\$13.58	\$9.15 PBM-3-16-2008
567433	3/7/2008	\$13.60	\$14.05 PBM-3-16-2008
914304	3/7/2008	\$13.60	\$14.05 PBM-3-16-2008
701480	3/7/2008	\$35.60	\$8.89 PBM-3-16-2008
701480	3/7/2008	\$68.00	\$14.83 PBM-3-16-2008
761492	3/7/2008	\$56.89	\$8.29 PBM-3-16-2008
761492	3/7/2008	\$69.39	\$20.12 PBM-3-16-2008
499443	3/7/2008	\$36.09	\$8.65 PBM-3-16-2008
800378	3/7/2008	(\$10.00)	(\$2.99) PBM-3-16-2008
800378	3/7/2008	\$10.00	\$3.89 PBM-3-16-2008
17981A	3/7/2008	\$98.25	\$43.93 PBM-3-16-2008
17981A	3/7/2008	\$34.63	\$5.69 PBM-3-16-2008
581879	3/7/2008	\$191.02	\$154.69 PBM-3-16-2008
581879	3/7/2008	\$62.43	\$16.45 PBM-3-16-2008
748666	3/7/2008	\$39.04	\$6.30 PBM-3-16-2008
906256	3/7/2008	\$8.92	\$7.59 PBM-3-16-2008
7860	3/7/2008	\$72.05	\$16.90 PBM-3-16-2008
013729	3/7/2008	\$112.77	\$84.11 PBM-3-16-2008
02076A	3/7/2008	\$37.72	\$9.11 PBM-3-16-2008
02076A	3/7/2008	\$124.89	\$11.95 PBM-3-16-2008
02076A	3/7/2008	\$89.04	\$8.95 PBM-3-16-2008
3717	3/7/2008	\$397.21	\$10.45 PBM-3-16-2008
3717	3/7/2008	\$86.46	\$8.38 PBM-3-16-2008
15253C	3/7/2008	\$19.52	\$11.64 PBM-3-16-2008
15253C	3/7/2008	\$20.65	\$6.54 PBM-3-16-2008
15253C	3/7/2008	\$80.83	\$52.24 PBM-3-16-2008

09440C	3/7/2008	\$77.60	\$13.75 PBM-3-16-2008
09440C	3/7/2008	\$39.88	\$27.48 PBM-3-16-2008
09440C	3/7/2008	\$41.71	\$34.16 PBM-3-16-2008
5979	3/7/2008	(\$78.42)	(\$64.47) PBM-3-16-2008
5979	3/7/2008	\$78.42	\$65.37 PBM-3-16-2008
09662B	3/7/2008	\$16.63	\$10.64 PBM-3-16-2008
09662B	3/7/2008	(\$48.95)	(\$23.37) PBM-3-16-2008
09662B	3/7/2008	\$48.95	\$24.27 PBM-3-16-2008
09662B	3/7/2008	\$48.95	\$24.27 PBM-3-16-2008
10034B	3/7/2008	\$97.82	\$40.56 PBM-3-16-2008
6102	3/7/2008	\$48.99	\$19.58 PBM-3-16-2008
6102	3/7/2008	\$42.25	\$11.19 PBM-3-16-2008
6102	3/7/2008	\$79.41	\$13.15 PBM-3-16-2008
014891	3/7/2008	\$9.98	\$6.49 PBM-3-16-2008
809495	3/7/2008	\$76.15	\$17.35 PBM-3-16-2008
809495	3/7/2008	\$68.20	\$19.42 PBM-3-16-2008
809495	3/7/2008	\$94.40	\$21.55 PBM-3-16-2008
337906	3/7/2008	\$13.16	\$3.45 PBM-3-16-2008
337906	3/7/2008	\$63.42	\$52.61 PBM-3-16-2008
4425	3/7/2008	(\$305.00)	(\$7.45) PBM-3-16-2008
4425	3/7/2008	\$305.00	\$8.35 PBM-3-16-2008
000338	3/7/2008	\$8.28	\$6.81 PBM-3-16-2008
000338	3/7/2008	\$95.00	\$24.98 PBM-3-16-2008
808477	3/7/2008	\$104.07	\$14.89 PBM-3-16-2008
4644	3/7/2008	(\$10.66)	(\$4.91) PBM-3-16-2008
4644	3/7/2008	(\$52.70)	(\$19.22) PBM-3-16-2008
4644	3/7/2008	\$10.66	\$5.81 PBM-3-16-2008
4644	3/7/2008	\$52.70	\$20.12 PBM-3-16-2008
4644	3/7/2008	\$52.70	\$20.12 PBM-3-16-2008
6702	3/7/2008	\$49.70	\$12.25 PBM-3-16-2008
272485	3/7/2008	\$22.14	\$3.94 PBM-3-16-2008
003557	3/7/2008	\$22.88	\$5.43 PBM-3-16-2008
827746	3/7/2008	\$144.50	\$144.95 PBM-3-16-2008
017911	3/7/2008	\$145.51	\$115.39 PBM-3-16-2008
003557	3/7/2008	\$32.74	\$10.45 PBM-3-16-2008
299472	3/7/2008	\$51.73	\$10.87 PBM-3-16-2008
309455	3/7/2008	\$111.13	\$21.10 PBM-3-16-2008
005981	3/7/2008	\$41.59	\$30.17 PBM-3-16-2008
005981	3/7/2008	\$16.12	\$8.77 PBM-3-16-2008
548190	3/7/2008	\$52.76	\$28.24 PBM-3-16-2008
5925	3/7/2008	\$40.88	\$11.00 PBM-3-16-2008
14310C	3/7/2008	\$33.79	\$9.11 PBM-3-16-2008
14310C	3/7/2008	\$19.28	\$10.59 PBM-3-16-2008
005229	3/7/2008	\$39.93	\$27.48 PBM-3-16-2008
586879	3/7/2008	\$71.26	\$10.67 PBM-3-16-2008
608896	3/7/2008	(\$20.60)	(\$11.30) PBM-3-16-2008
608896	3/7/2008	(\$20.60)	(\$11.30) PBM-3-16-2008
608896	3/7/2008	\$20.60	\$12.20 PBM-3-16-2008
608896	3/7/2008	\$20.60	\$12.20 PBM-3-16-2008
608896	3/7/2008	\$20.87	\$12.20 PBM-3-16-2008
827746	3/7/2008	\$58.55	\$15.81 PBM-3-16-2008

827746	3/7/2008	\$113.09	\$94.83 PBM-3-16-2008
5139	3/7/2008	\$279.70	\$234.75 PBM-3-16-2008
6988	3/7/2008	\$53.66	\$21.55 PBM-3-16-2008
17827C	3/7/2008	\$23.25	\$23.65 PBM-3-16-2008
3853	3/7/2008	\$6.25	\$6.70 PBM-3-16-2008
3853	3/7/2008	\$82.08	\$82.53 PBM-3-16-2008
617582	3/7/2008	\$102.71	\$84.30 PBM-3-16-2008
617582	3/7/2008	\$57.75	\$36.61 PBM-3-16-2008
617582	3/7/2008	\$48.80	\$5.70 PBM-3-16-2008
5640	3/7/2008	\$75.92	\$10.76 PBM-3-16-2008
5235	3/7/2008	\$76.63	\$61.97 PBM-3-16-2008
5235	3/7/2008	\$13.98	\$4.23 PBM-3-16-2008
06024B	3/7/2008	\$21.13	\$11.64 PBM-3-16-2008
06024B	3/7/2008	\$35.12	\$9.11 PBM-3-16-2008
04877D	3/7/2008	\$87.33	\$70.24 PBM-3-16-2008
04877D	3/7/2008	\$35.35	\$4.65 PBM-3-16-2008
04877E	3/7/2008	\$43.45	\$13.75 PBM-3-16-2008
004877	3/7/2008	(\$112.11)	(\$18.22) PBM-3-16-2008
004877	3/7/2008	\$112.11	\$19.12 PBM-3-16-2008
004877	3/7/2008	(\$57.51)	(\$5.05) PBM-3-16-2008
004877	3/7/2008	\$57.51	\$5.95 PBM-3-16-2008
004877	3/7/2008	\$11.50	\$3.68 PBM-3-16-2008
3924	3/7/2008	(\$6.82)	(\$2.26) PBM-3-16-2008
3924	3/7/2008	\$6.82	\$3.16 PBM-3-16-2008
3924	3/7/2008	(\$98.26)	(\$77.78) PBM-3-16-2008
3924	3/7/2008	\$98.26	\$78.68 PBM-3-16-2008
3924	3/7/2008	\$294.03	\$230.16 PBM-3-16-2008
3924	3/7/2008	\$41.45	\$11.00 PBM-3-16-2008
7694	3/7/2008	\$59.09	\$30.83 PBM-3-16-2008
7694	3/7/2008	\$78.29	\$23.25 PBM-3-16-2008
687439	3/7/2008	\$41.12	\$18.10 PBM-3-16-2008
7316	3/7/2008	\$18.81	\$7.77 PBM-3-16-2008
009209	3/7/2008	(\$143.50)	(\$90.25) PBM-3-16-2008
009209	3/7/2008	(\$143.50)	(\$90.25) PBM-3-16-2008
009209	3/7/2008	(\$143.50)	(\$90.25) PBM-3-16-2008
009209	3/7/2008	\$143.50	\$91.15 PBM-3-16-2008
009209	3/7/2008	\$143.50	\$91.15 PBM-3-16-2008
009209	3/7/2008	\$143.50	\$91.15 PBM-3-16-2008
3704	3/7/2008	\$28.00	\$5.34 PBM-3-16-2008
3704	3/7/2008	(\$64.20)	(\$17.05) PBM-3-16-2008
3704	3/7/2008	\$64.20	\$17.95 PBM-3-16-2008
3704	3/7/2008	\$64.20	\$17.95 PBM-3-16-2008
3704	3/7/2008	\$16.60	\$5.34 PBM-3-16-2008
005424	3/7/2008	\$47.73	\$31.76 PBM-3-16-2008
500108	3/7/2008	\$100.79	\$6.90 PBM-3-16-2008
14233	3/7/2008	\$81.29	\$9.93 PBM-3-16-2008
4409	3/7/2008	\$21.99	\$6.49 PBM-3-16-2008
008154	3/7/2008	\$37.09	\$8.89 PBM-3-16-2008
12819	3/7/2008	\$160.56	\$135.18 PBM-3-16-2008
7955	3/7/2008	\$24.06	\$10.53 PBM-3-16-2008
790198	3/7/2008	\$233.08	\$196.82 PBM-3-16-2008

023192	3/7/2008	\$254.16	\$41.35 PBM-3-16-2008
6819	3/7/2008	(\$42.80)	(\$7.85) PBM-3-16-2008
6819	3/7/2008	\$42.80	\$8.75 PBM-3-16-2008
023192	3/7/2008	\$40.66	\$6.84 PBM-3-16-2008
865304	3/7/2008	\$37.95	\$16.70 PBM-3-16-2008
865304	3/7/2008	(\$20.57)	(\$5.00) PBM-3-16-2008
865304	3/7/2008	\$20.57	\$5.90 PBM-3-16-2008
865304	3/7/2008	\$20.57	\$5.90 PBM-3-16-2008
761492	3/7/2008	\$171.09	\$135.16 PBM-3-16-2008
003133	3/7/2008	\$38.59	\$15.55 PBM-3-16-2008
15267A	3/7/2008	\$70.41	\$13.15 PBM-3-16-2008
003133	3/7/2008	\$43.99	\$11.19 PBM-3-16-2008
001391	3/7/2008	\$31.09	\$11.35 PBM-3-16-2008
001638	3/7/2008	(\$39.39)	(\$26.75) PBM-3-16-2008
001638	3/7/2008	\$39.39	\$27.65 PBM-3-16-2008
001638	3/7/2008	\$38.49	\$26.82 PBM-3-16-2008
12126A	3/7/2008	\$20.19	\$4.99 PBM-3-16-2008
6087	3/7/2008	(\$96.09)	(\$72.81) PBM-3-16-2008
6087	3/7/2008	\$96.09	\$73.71 PBM-3-16-2008
6087	3/7/2008	\$79.29	\$59.56 PBM-3-16-2008
6087	3/7/2008	\$85.29	\$56.47 PBM-3-16-2008
010803	3/7/2008	\$81.29	\$9.93 PBM-3-16-2008
010803	3/7/2008	\$41.29	\$11.19 PBM-3-16-2008
921000	3/7/2008	\$407.89	\$336.09 PBM-3-16-2008
8327	3/7/2008	\$8.69	\$3.78 PBM-3-16-2008
510036	3/7/2008	\$19.09	\$5.90 PBM-3-16-2008
510036	3/7/2008	\$195.12	\$8.06 PBM-3-16-2008
6730	3/6/2008	\$47.37	\$14.27 PBM-3-16-2008
6730	3/6/2008	\$29.35	\$7.60 PBM-3-16-2008
012601	3/6/2008	\$146.64	\$20.65 PBM-3-16-2008
012601	3/6/2008	\$6.18	\$3.59 PBM-3-16-2008
012601	3/6/2008	\$96.51	\$16.15 PBM-3-16-2008
826769	3/6/2008	(\$258.18)	(\$108.84) PBM-3-16-2008
826769	3/6/2008	(\$258.18)	(\$108.84) PBM-3-16-2008
826769	3/6/2008	\$258.18	\$109.74 PBM-3-16-2008
826769	3/6/2008	\$258.18	\$109.74 PBM-3-16-2008
826769	3/6/2008	\$131.59	\$56.35 PBM-3-16-2008
826769	3/6/2008	\$25.66	\$7.60 PBM-3-16-2008
681947	3/6/2008	\$117.59	\$11.95 PBM-3-16-2008
681947	3/6/2008	\$152.19	\$4.93 PBM-3-16-2008
275229	3/6/2008	\$80.29	\$6.49 PBM-3-16-2008
275229	3/6/2008	\$74.69	\$17.45 PBM-3-16-2008
632398	3/6/2008	\$1,012.48	\$854.63 PBM-3-16-2008
632398	3/6/2008	\$220.60	\$181.53 PBM-3-16-2008
013952	3/6/2008	\$31.00	\$23.78 PBM-3-16-2008
013952	3/6/2008	\$38.66	\$6.81 PBM-3-16-2008
393208	3/6/2008	(\$19.99)	(\$11.23) PBM-3-16-2008
393208	3/6/2008	\$19.99	\$12.13 PBM-3-16-2008
002828	3/6/2008	\$66.95	\$12.85 PBM-3-16-2008
002828	3/6/2008	\$100.95	\$74.95 PBM-3-16-2008
805916	3/6/2008	\$104.01	\$47.06 PBM-3-16-2008

455998	3/6/2008	(\$10.36)	(\$3.25) PBM-3-16-2008
455998	3/6/2008	\$10.36	\$4.15 PBM-3-16-2008
455998	3/6/2008	\$10.36	\$4.15 PBM-3-16-2008
4988	3/6/2008	\$139.59	\$22.15 PBM-3-16-2008
633308	3/6/2008	\$181.90	\$182.35 PBM-3-16-2008
005424	3/6/2008	\$20.75	\$12.20 PBM-3-16-2008
10455A	3/6/2008	\$40.09	\$4.98 PBM-3-16-2008
10455A	3/6/2008	\$102.99	\$79.52 PBM-3-16-2008
10455A	3/6/2008	\$136.89	\$23.35 PBM-3-16-2008
018312	3/6/2008	\$129.58	\$22.15 PBM-3-16-2008
10828D	3/6/2008	\$19.32	\$11.64 PBM-3-16-2008
10828D	3/6/2008	\$21.22	\$8.27 PBM-3-16-2008
010828	3/6/2008	\$28.25	\$9.15 PBM-3-16-2008
7766	3/6/2008	\$18.55	\$5.58 PBM-3-16-2008
6272	3/6/2008	\$35.12	\$9.11 PBM-3-16-2008
6272	3/6/2008	\$22.01	\$14.63 PBM-3-16-2008
6272	3/6/2008	\$42.11	\$27.48 PBM-3-16-2008
15337A	3/6/2008	(\$24.16)	(\$6.55) PBM-3-16-2008
15337A	3/6/2008	\$24.16	\$7.45 PBM-3-16-2008
15337A	3/6/2008	\$24.16	\$7.45 PBM-3-16-2008
004859	3/6/2008	\$154.23	\$34.45 PBM-3-16-2008
477212	3/6/2008	\$117.71	\$98.75 PBM-3-16-2008
477212	3/6/2008	\$45.63	\$30.22 PBM-3-16-2008
009929	3/6/2008	\$28.31	\$5.56 PBM-3-16-2008
4381	3/6/2008	\$56.89	\$8.29 PBM-3-16-2008
12558C	3/6/2008	(\$102.93)	(\$85.29) PBM-3-16-2008
12558C	3/6/2008	\$102.93	\$86.19 PBM-3-16-2008
12558C	3/6/2008	\$102.93	\$86.19 PBM-3-16-2008
013999	3/6/2008	\$100.28	\$47.06 PBM-3-16-2008
006391	3/6/2008	\$31.22	\$6.61 PBM-3-16-2008
4587	3/6/2008	\$119.65	\$88.94 PBM-3-16-2008
001181	3/6/2008	\$171.09	\$135.16 PBM-3-16-2008
3092	3/6/2008	\$63.69	\$51.97 PBM-3-16-2008
008429	3/6/2008	\$141.32	\$118.83 PBM-3-16-2008
009929	3/6/2008	\$274.32	\$231.88 PBM-3-16-2008
008429	3/6/2008	\$160.56	\$135.18 PBM-3-16-2008
4587	3/6/2008	(\$34.25)	(\$25.37) PBM-3-16-2008
4587	3/6/2008	\$34.25	\$26.27 PBM-3-16-2008
4587	3/6/2008	\$58.64	\$10.38 PBM-3-16-2008
008429	3/6/2008	\$180.39	\$152.03 PBM-3-16-2008
539829	3/6/2008	(\$75.85)	(\$13.93) PBM-3-16-2008
539829	3/6/2008	\$75.85	\$14.83 PBM-3-16-2008
539829	3/6/2008	(\$157.79)	(\$134.26) PBM-3-16-2008
539829	3/6/2008	\$157.79	\$135.16 PBM-3-16-2008
539829	3/6/2008	\$177.64	\$152.03 PBM-3-16-2008
018426	3/6/2008	\$76.57	\$9.79 PBM-3-16-2008
018426	3/6/2008	\$11.52	\$4.52 PBM-3-16-2008
003570	3/6/2008	\$34.63	\$5.69 PBM-3-16-2008
001883	3/6/2008	\$17.27	\$4.69 PBM-3-16-2008
001883	3/6/2008	\$228.24	\$165.30 PBM-3-16-2008
3778	3/6/2008	(\$18.19)	(\$4.09) PBM-3-16-2008

3778	3/6/2008	\$18.19	\$4.99 PBM-3-16-2008
3778	3/6/2008	\$18.19	\$4.99 PBM-3-16-2008
748666	3/6/2008	(\$20.61)	(\$3.95) PBM-3-16-2008
748666	3/6/2008	\$20.61	\$4.85 PBM-3-16-2008
3455	3/6/2008	\$36.80	\$6.94 PBM-3-16-2008
3455	3/6/2008	\$19.11	\$6.59 PBM-3-16-2008
7461	3/6/2008	\$171.50	\$138.10 PBM-3-16-2008
008859	3/6/2008	\$89.20	\$84.30 PBM-3-16-2008
4691	3/6/2008	\$396.25	\$335.51 PBM-3-16-2008
016356	3/6/2008	\$49.54	\$29.50 PBM-3-16-2008
016356	3/6/2008	\$86.36	\$8.38 PBM-3-16-2008
016356	3/6/2008	\$127.98	\$110.95 PBM-3-16-2008
007994	3/6/2008	\$13.00	\$12.07 PBM-3-16-2008
007994	3/6/2008	\$89.54	\$89.99 PBM-3-16-2008
666416	3/6/2008	\$173.09	\$130.52 PBM-3-16-2008
6843	3/6/2008	(\$52.77)	(\$16.55) PBM-3-16-2008
6843	3/6/2008	\$52.77	\$17.45 PBM-3-16-2008
6572	3/6/2008	(\$17.83)	(\$2.83) PBM-3-16-2008
6572	3/6/2008	\$17.83	\$3.73 PBM-3-16-2008
6572	3/6/2008	\$17.83	\$3.73 PBM-3-16-2008
6572	3/6/2008	\$27.12	\$5.23 PBM-3-16-2008
4484	3/6/2008	\$245.18	\$152.03 PBM-3-16-2008
7491	3/6/2008	\$73.50	\$73.95 PBM-3-16-2008
7491	3/6/2008	\$102.01	\$84.30 PBM-3-16-2008
610266	3/6/2008	\$110.89	\$92.96 PBM-3-16-2008
610266	3/6/2008	\$76.29	\$9.93 PBM-3-16-2008
610266	3/6/2008	\$36.59	\$11.19 PBM-3-16-2008
04611A	3/6/2008	\$15.80	\$12.13 PBM-3-16-2008
04611A	3/6/2008	\$186.94	\$187.39 PBM-3-16-2008
04611A	3/6/2008	\$215.56	\$216.01 PBM-3-16-2008
04611A	3/6/2008	\$141.32	\$118.83 PBM-3-16-2008
04611A	3/6/2008	\$35.63	\$8.89 PBM-3-16-2008
4484	3/6/2008	\$23.25	\$5.55 PBM-3-16-2008
4484	3/6/2008	(\$17.90)	(\$6.41) PBM-3-16-2008
4484	3/6/2008	\$17.90	\$7.31 PBM-3-16-2008
277583	3/6/2008	\$41.80	\$8.89 PBM-3-16-2008
969550	3/6/2008	\$29.75	\$14.10 PBM-3-16-2008
7491	3/6/2008	\$11.69	\$7.92 PBM-3-16-2008
7491	3/6/2008	\$176.50	\$176.95 PBM-3-16-2008
889465	3/6/2008	\$129.54	\$22.15 PBM-3-16-2008
889465	3/6/2008	\$29.96	\$10.06 PBM-3-16-2008
497570	3/6/2008	\$122.46	\$98.65 PBM-3-16-2008
905655	3/6/2008	\$173.64	\$152.03 PBM-3-16-2008
969550	3/6/2008	\$38.30	\$4.95 PBM-3-16-2008
277583	3/6/2008	\$93.16	\$84.30 PBM-3-16-2008
006497	3/6/2008	\$65.20	\$56.68 PBM-3-16-2008
006497	3/6/2008	\$18.78	\$8.95 PBM-3-16-2008
505590	3/6/2008	\$88.28	\$16.75 PBM-3-16-2008
7336	3/6/2008	\$38.50	\$15.55 PBM-3-16-2008
277583	3/6/2008	\$17.94	\$6.81 PBM-3-16-2008
217921	3/6/2008	\$30.02	\$4.96 PBM-3-16-2008

04739A	3/6/2008	\$68.16	\$51.84 PBM-3-16-2008
04739A	3/6/2008	\$114.47	\$26.95 PBM-3-16-2008
006497	3/6/2008	\$19.94	\$13.58 PBM-3-16-2008
04739A	3/6/2008	\$288.28	\$38.35 PBM-3-16-2008
966745	3/6/2008	\$145.38	\$122.26 PBM-3-16-2008
6680	3/6/2008	\$28.77	\$4.96 PBM-3-16-2008
620690	3/6/2008	\$34.25	\$26.27 PBM-3-16-2008
006474	3/6/2008	\$108.79	\$13.64 PBM-3-16-2008
006474	3/6/2008	\$23.28	\$5.35 PBM-3-16-2008
6345	3/6/2008	\$133.05	\$20.65 PBM-3-16-2008
10765A	3/5/2008	\$68.41	\$13.15 PBM-3-16-2008
011233	3/5/2008	\$13.58	\$9.15 PBM-3-16-2008
011233	3/5/2008	\$6.16	\$3.87 PBM-3-16-2008
011233	3/5/2008	\$14.68	\$4.99 PBM-3-16-2008
014574	3/5/2008	\$96.02	\$84.18 PBM-3-16-2008
014574	3/5/2008	\$93.02	\$21.40 PBM-3-16-2008
014574	3/5/2008	\$96.50	\$16.15 PBM-3-16-2008
7469	3/5/2008	\$49.70	\$12.25 PBM-3-16-2008
482036	3/5/2008	\$238.68	\$121.65 PBM-3-16-2008
482036	3/5/2008	\$94.40	\$21.55 PBM-3-16-2008
006871	3/5/2008	\$126.27	\$23.35 PBM-3-16-2008
006871	3/5/2008	\$71.86	\$59.17 PBM-3-16-2008
006871	3/5/2008	\$156.79	\$14.05 PBM-3-16-2008
808986	3/5/2008	\$9.13	\$3.40 PBM-3-16-2008
808986	3/5/2008	\$39.01	\$24.98 PBM-3-16-2008
808986	3/5/2008	\$155.29	\$14.05 PBM-3-16-2008
005339	3/5/2008	(\$139.05)	(\$96.04) PBM-3-16-2008
005339	3/5/2008	\$139.05	\$96.94 PBM-3-16-2008
005339	3/5/2008	(\$50.20)	(\$4.93) PBM-3-16-2008
005339	3/5/2008	\$50.20	\$5.83 PBM-3-16-2008
005339	3/5/2008	\$50.20	\$5.83 PBM-3-16-2008
005339	3/5/2008	\$89.87	\$8.38 PBM-3-16-2008
505590	3/5/2008	\$21.06	\$5.36 PBM-3-16-2008
005339	3/5/2008	\$146.75	\$120.46 PBM-3-16-2008
729919	3/5/2008	\$155.30	\$14.05 PBM-3-16-2008
001526	3/5/2008	\$217.46	\$29.50 PBM-3-16-2008
22310A	3/5/2008	\$10.34	\$5.75 PBM-3-16-2008
22310A	3/5/2008	\$93.16	\$84.30 PBM-3-16-2008
22310A	3/5/2008	\$100.71	\$89.11 PBM-3-16-2008
4331	3/5/2008	\$26.26	\$6.07 PBM-3-16-2008
22310A	3/5/2008	\$28.90	\$17.83 PBM-3-16-2008
22310A	3/5/2008	\$11.69	\$7.92 PBM-3-16-2008
22310A	3/5/2008	\$176.50	\$176.95 PBM-3-16-2008
001526	3/5/2008	\$77.68	\$9.25 PBM-3-16-2008
000550	3/5/2008	(\$32.81)	(\$13.99) PBM-3-16-2008
000550	3/5/2008	\$32.81	\$14.89 PBM-3-16-2008
000550	3/5/2008	\$21.40	\$8.92 PBM-3-16-2008
4484	3/5/2008	\$33.01	\$26.75 PBM-3-16-2008
17869A	3/5/2008	\$84.42	\$21.40 PBM-3-16-2008
216896	3/5/2008	\$34.20	\$23.52 PBM-3-16-2008
216896	3/5/2008	\$153.83	\$59.20 PBM-3-16-2008

216896	3/5/2008	\$39.50	\$10.54 PBM-3-16-2008
216896	3/5/2008	\$105.71	\$89.11 PBM-3-16-2008
3438	3/5/2008	\$22.55	\$4.63 PBM-3-16-2008
3438	3/5/2008	\$48.37	\$30.44 PBM-3-16-2008
3438	3/5/2008	\$65.72	\$39.78 PBM-3-16-2008
633013	3/5/2008	\$86.97	\$8.95 PBM-3-16-2008
633013	3/5/2008	\$79.79	\$42.37 PBM-3-16-2008
204743	3/5/2008	\$86.04	\$64.79 PBM-3-16-2008
008121	3/5/2008	\$83.55	\$24.25 PBM-3-16-2008
14753D	3/5/2008	\$14.58	\$5.70 PBM-3-16-2008
012875	3/5/2008	\$7.47	\$7.92 PBM-3-16-2008
012875	3/5/2008	\$11.33	\$7.29 PBM-3-16-2008
614933	3/5/2008	\$22.90	\$23.35 PBM-3-16-2008
014767	3/5/2008	\$24.70	\$12.55 PBM-3-16-2008
014767	3/5/2008	\$79.49	\$20.70 PBM-3-16-2008
014767	3/5/2008	\$73.74	\$69.10 PBM-3-16-2008
840219	3/5/2008	\$149.07	\$125.78 PBM-3-16-2008
840219	3/5/2008	\$447.61	\$374.92 PBM-3-16-2008
840219	3/5/2008	\$54.94	\$7.74 PBM-3-16-2008
084902	3/5/2008	\$222.00	\$187.40 PBM-3-16-2008
084902	3/5/2008	\$177.99	\$149.99 PBM-3-16-2008
036194	3/5/2008	\$65.24	\$13.15 PBM-3-16-2008
536280	3/5/2008	\$129.54	\$22.15 PBM-3-16-2008
006225	3/5/2008	\$28.77	\$4.96 PBM-3-16-2008
006225	3/5/2008	\$36.60	\$11.19 PBM-3-16-2008
006225	3/5/2008	\$49.70	\$12.25 PBM-3-16-2008
018069	3/5/2008	\$51.65	\$24.27 PBM-3-16-2008
766219	3/5/2008	\$254.09	\$41.35 PBM-3-16-2008
6170	3/5/2008	\$41.77	\$11.58 PBM-3-16-2008
4431	3/5/2008	(\$64.40)	(\$7.39) PBM-3-16-2008
4431	3/5/2008	\$64.40	\$8.29 PBM-3-16-2008
4431	3/5/2008	\$64.40	\$8.29 PBM-3-16-2008
001136	3/5/2008	\$39.90	\$15.55 PBM-3-16-2008
014230	3/5/2008	(\$279.45)	(\$207.62) PBM-3-16-2008
014230	3/5/2008	\$279.45	\$208.52 PBM-3-16-2008
014230	3/5/2008	\$209.32	\$152.03 PBM-3-16-2008
494439	3/5/2008	\$47.32	\$13.75 PBM-3-16-2008
16947A	3/5/2008	\$14.01	\$4.84 PBM-3-16-2008
494439	3/5/2008	\$42.69	\$12.62 PBM-3-16-2008
499443	3/5/2008	\$464.84	\$336.09 PBM-3-16-2008
499443	3/5/2008	(\$36.44)	(\$18.81) PBM-3-16-2008
499443	3/5/2008	\$36.44	\$19.71 PBM-3-16-2008
010856	3/5/2008	\$101.80	\$6.97 PBM-3-16-2008
494439	3/5/2008	\$53.50	\$38.17 PBM-3-16-2008
016951	3/5/2008	(\$56.08)	(\$51.69) PBM-3-16-2008
016951	3/5/2008	\$56.08	\$52.59 PBM-3-16-2008
016951	3/5/2008	\$56.08	\$52.59 PBM-3-16-2008
017048	3/5/2008	\$33.38	\$10.13 PBM-3-16-2008
015092A	3/5/2008	\$73.52	\$73.97 PBM-3-16-2008
015092A	3/5/2008	\$254.09	\$41.35 PBM-3-16-2008
010128	3/5/2008	\$34.53	\$10.54 PBM-3-16-2008

010128	3/5/2008	\$131.82	\$25.75 PBM-3-16-2008
017193	3/5/2008	\$8.25	\$6.53 PBM-3-16-2008
017193	3/5/2008	\$34.53	\$10.54 PBM-3-16-2008
742614	3/5/2008	\$44.99	\$5.79 PBM-3-16-2008
742614	3/5/2008	\$157.79	\$135.16 PBM-3-16-2008
016967	3/5/2008	\$10.84	\$5.80 PBM-3-16-2008
7724	3/5/2008	\$185.89	\$135.15 PBM-3-16-2008
6505	3/5/2008	\$48.36	\$37.75 PBM-3-16-2008
000874	3/5/2008	\$100.12	\$18.25 PBM-3-16-2008
016430	3/5/2008	(\$13.23)	(\$4.74) PBM-3-16-2008
016430	3/5/2008	\$13.23	\$5.64 PBM-3-16-2008
016430	3/5/2008	\$13.23	\$5.64 PBM-3-16-2008
4587	3/5/2008	\$106.61	\$10.75 PBM-3-16-2008
5817	3/5/2008	\$415.75	\$350.39 PBM-3-16-2008
722359	3/5/2008	\$98.71	\$80.91 PBM-3-16-2008
722359	3/5/2008	\$49.26	\$10.87 PBM-3-16-2008
5139	3/5/2008	(\$279.70)	(\$233.85) PBM-3-16-2008
5139	3/5/2008	\$279.70	\$234.75 PBM-3-16-2008
008310	3/5/2008	\$96.80	\$65.35 PBM-3-16-2008
7648	3/5/2008	\$22.19	\$8.89 PBM-3-16-2008
548190	3/5/2008	\$92.40	\$38.46 PBM-3-16-2008
548190	3/5/2008	(\$52.76)	(\$27.34) PBM-3-16-2008
548190	3/5/2008	\$52.76	\$28.24 PBM-3-16-2008
548190	3/5/2008	\$78.22	\$9.93 PBM-3-16-2008
5139	3/5/2008	(\$11.12)	(\$3.56) PBM-3-16-2008
5139	3/5/2008	(\$15.79)	(\$4.59) PBM-3-16-2008
5139	3/5/2008	\$11.12	\$4.46 PBM-3-16-2008
5139	3/5/2008	\$15.79	\$5.49 PBM-3-16-2008
5139	3/5/2008	\$11.12	\$4.46 PBM-3-16-2008
008268	3/5/2008	\$17.89	\$8.80 PBM-3-16-2008
008268	3/5/2008	\$12.39	\$4.24 PBM-3-16-2008
004536	3/5/2008	\$24.65	\$3.95 PBM-3-16-2008
004536	3/5/2008	\$36.77	\$15.62 PBM-3-16-2008
069749	3/5/2008	\$144.54	\$144.99 PBM-3-16-2008
069749	3/5/2008	\$246.56	\$247.01 PBM-3-16-2008
949625	3/5/2008	(\$28.13)	(\$6.01) PBM-3-16-2008
949625	3/5/2008	\$28.13	\$6.91 PBM-3-16-2008
949625	3/5/2008	\$28.13	\$6.91 PBM-3-16-2008
949625	3/5/2008	\$140.20	\$8.98 PBM-3-16-2008
7468	3/5/2008	(\$20.98)	(\$11.22) PBM-3-16-2008
7468	3/5/2008	\$20.98	\$12.12 PBM-3-16-2008
7468	3/5/2008	\$20.98	\$12.12 PBM-3-16-2008
933685	3/5/2008	\$51.70	\$12.25 PBM-3-16-2008
004144	3/5/2008	\$92.17	\$5.51 PBM-3-16-2008
3501	3/5/2008	\$319.79	\$250.07 PBM-3-16-2008
11115A	3/5/2008	\$17.06	\$4.32 PBM-3-16-2008
11115A	3/5/2008	\$33.71	\$8.99 PBM-3-16-2008
011115	3/5/2008	\$46.26	\$5.34 PBM-3-16-2008
011115	3/5/2008	\$26.74	\$7.03 PBM-3-16-2008
011115	3/5/2008	\$11.62	\$3.40 PBM-3-16-2008
215813	3/5/2008	(\$175.08)	(\$137.34) PBM-3-16-2008

215813	3/5/2008	(\$175.08)	(\$137.34)	PBM-3-16-2008
215813	3/5/2008	\$175.08	\$138.24	PBM-3-16-2008
215813	3/5/2008	\$175.08	\$138.24	PBM-3-16-2008
215813	3/5/2008	\$175.08	\$138.24	PBM-3-16-2008
4720	3/5/2008	\$46.56	\$14.34	PBM-3-16-2008
4720	3/5/2008	\$18.34	\$6.22	PBM-3-16-2008
018069	3/5/2008	\$133.71	\$106.27	PBM-3-16-2008
018069	3/5/2008	\$238.70	\$187.40	PBM-3-16-2008
719817	3/5/2008	\$241.56	\$58.30	PBM-3-16-2008
719817	3/5/2008	(\$275.57)	(\$214.99)	PBM-3-16-2008
719817	3/5/2008	\$275.57	\$215.89	PBM-3-16-2008
719817	3/5/2008	(\$219.20)	(\$171.43)	PBM-3-16-2008
719817	3/5/2008	\$219.20	\$172.33	PBM-3-16-2008
173140	3/5/2008	\$37.30	\$26.16	PBM-3-16-2008
719817	3/5/2008	\$192.93	\$152.03	PBM-3-16-2008
719817	3/5/2008	\$152.47	\$4.93	PBM-3-16-2008
4219	3/5/2008	\$129.58	\$22.15	PBM-3-16-2008
4219	3/5/2008	\$94.40	\$21.55	PBM-3-16-2008
001918	3/5/2008	\$396.93	\$336.09	PBM-3-16-2008
5864	3/5/2008	\$7.91	\$8.36	PBM-3-16-2008
010455	3/5/2008	\$109.29	\$84.80	PBM-3-16-2008
010455	3/5/2008	\$61.89	\$8.29	PBM-3-16-2008
00349A	3/5/2008	\$86.89	\$56.65	PBM-3-16-2008
010455	3/5/2008	\$126.29	\$15.55	PBM-3-16-2008
655679	3/5/2008	(\$54.22)	(\$8.38)	PBM-3-16-2008
655679	3/5/2008	\$54.22	\$9.28	PBM-3-16-2008
655679	3/5/2008	(\$45.20)	(\$8.93)	PBM-3-16-2008
655679	3/5/2008	\$45.20	\$9.83	PBM-3-16-2008
5864	3/5/2008	\$31.14	\$26.82	PBM-3-16-2008
483650	3/5/2008	\$56.95	\$8.29	PBM-3-16-2008
004072	3/5/2008	\$104.08	\$14.89	PBM-3-16-2008
6515	3/5/2008	\$84.99	\$56.47	PBM-3-16-2008
6515	3/5/2008	\$33.99	\$14.10	PBM-3-16-2008
015092A	3/5/2008	\$76.95	\$41.27	PBM-3-16-2008
069404	3/5/2008	\$17.50	\$6.55	PBM-3-16-2008
992216	3/5/2008	\$46.43	\$10.99	PBM-3-16-2008
069404	3/5/2008	\$21.32	\$3.95	PBM-3-16-2008
017363	3/5/2008	\$23.28	\$5.35	PBM-3-16-2008
017363	3/5/2008	\$103.46	\$86.65	PBM-3-16-2008
004072	3/5/2008	\$160.56	\$135.18	PBM-3-16-2008
004536	3/5/2008	\$12.20	\$4.41	PBM-3-16-2008
821541	3/5/2008	\$149.96	\$118.83	PBM-3-16-2008
821541	3/5/2008	\$141.03	\$11.39	PBM-3-16-2008
821541	3/5/2008	\$38.85	\$6.81	PBM-3-16-2008
017744	3/5/2008	\$22.56	\$10.53	PBM-3-16-2008
204685	3/5/2008	\$42.88	\$11.35	PBM-3-16-2008
071760	3/5/2008	\$31.27	\$6.30	PBM-3-16-2008
071760	3/5/2008	\$106.63	\$87.64	PBM-3-16-2008
071760	3/5/2008	\$97.14	\$7.67	PBM-3-16-2008
00349A	3/5/2008	\$81.79	\$19.75	PBM-3-16-2008
135742	3/5/2008	\$132.79	\$110.95	PBM-3-16-2008

135742	3/5/2008	\$56.79	\$21.55 PBM-3-16-2008
349977	3/5/2008	\$70.59	\$22.15 PBM-3-16-2008
004259	3/5/2008	\$39.39	\$27.65 PBM-3-16-2008
014088	3/5/2008	\$108.59	\$84.24 PBM-3-16-2008
077812	3/5/2008	\$200.19	\$8.06 PBM-3-16-2008
017109	3/5/2008	\$76.56	\$9.79 PBM-3-16-2008
084902	3/5/2008	\$362.03	\$306.43 PBM-3-16-2008
084902	3/5/2008	(\$81.77)	(\$36.14) PBM-3-16-2008
084902	3/5/2008	\$81.77	\$37.04 PBM-3-16-2008
765208	3/5/2008	(\$146.64)	(\$19.75) PBM-3-16-2008
765208	3/5/2008	\$146.64	\$20.65 PBM-3-16-2008
765208	3/5/2008	\$31.14	\$26.82 PBM-3-16-2008
897509	3/5/2008	\$46.62	\$35.83 PBM-3-16-2008
036194	3/5/2008	\$19.85	\$5.70 PBM-3-16-2008
5798	3/4/2008	\$31.30	\$6.94 PBM-3-16-2008
5798	3/4/2008	\$13.61	\$6.59 PBM-3-16-2008
741527	3/4/2008	\$28.30	\$7.69 PBM-3-16-2008
741527	3/4/2008	\$29.46	\$5.80 PBM-3-16-2008
007538	3/4/2008	\$52.76	\$9.55 PBM-3-16-2008
6935	3/4/2008	\$193.95	\$8.06 PBM-3-16-2008
941879	3/4/2008	\$84.30	\$8.50 PBM-3-16-2008
015109	3/4/2008	(\$147.11)	(\$4.03) PBM-3-16-2008
015109	3/4/2008	\$147.11	\$4.93 PBM-3-16-2008
015109	3/4/2008	\$147.11	\$4.93 PBM-3-16-2008
152196	3/4/2008	\$48.91	\$10.08 PBM-3-16-2008
6118	3/4/2008	\$143.33	\$118.83 PBM-3-16-2008
007538	3/4/2008	\$7.65	\$3.72 PBM-3-16-2008
001449	3/4/2008	\$13.00	\$5.22 PBM-3-16-2008
001449	3/4/2008	\$13.77	\$4.90 PBM-3-16-2008
001449	3/4/2008	\$112.53	\$11.95 PBM-3-16-2008
7204	3/4/2008	\$76.56	\$9.79 PBM-3-16-2008
7204	3/4/2008	\$25.50	\$14.47 PBM-3-16-2008
000569	3/4/2008	\$79.91	\$32.91 PBM-3-16-2008
708587	3/4/2008	(\$29.29)	(\$9.63) PBM-3-16-2008
708587	3/4/2008	\$29.29	\$10.53 PBM-3-16-2008
013737	3/4/2008	\$140.49	\$115.58 PBM-3-16-2008
013737	3/4/2008	\$97.39	\$18.79 PBM-3-16-2008
013737	3/4/2008	(\$523.89)	(\$432.83) PBM-3-16-2008
013737	3/4/2008	\$523.89	\$433.73 PBM-3-16-2008
013737	3/4/2008	\$523.89	\$433.73 PBM-3-16-2008
905174	3/4/2008	\$173.29	\$120.66 PBM-3-16-2008
014088	3/4/2008	\$21.06	\$10.15 PBM-3-16-2008
014088	3/4/2008	\$121.19	\$94.83 PBM-3-16-2008
012771	3/4/2008	(\$130.49)	(\$22.45) PBM-3-16-2008
012771	3/4/2008	\$130.49	\$23.35 PBM-3-16-2008
012771	3/4/2008	\$100.39	\$18.25 PBM-3-16-2008
708587	3/4/2008	\$189.19	\$152.02 PBM-3-16-2008
013174	3/4/2008	\$72.49	\$53.79 PBM-3-16-2008
7165	3/4/2008	\$14.07	\$5.54 PBM-3-16-2008
7165	3/4/2008	\$60.77	\$7.45 PBM-3-16-2008
012771	3/4/2008	\$105.19	\$65.15 PBM-3-16-2008

708587	3/4/2008	\$48.79	\$16.88 PBM-3-16-2008
5716	3/4/2008	(\$64.49)	(\$11.65) PBM-3-16-2008
5716	3/4/2008	\$64.49	\$12.55 PBM-3-16-2008
5716	3/4/2008	\$64.49	\$12.55 PBM-3-16-2008
001081	3/4/2008	\$32.64	\$26.82 PBM-3-16-2008
001081	3/4/2008	\$73.84	\$14.83 PBM-3-16-2008
001081	3/4/2008	\$213.22	\$175.26 PBM-3-16-2008
6764	3/4/2008	\$76.21	\$9.93 PBM-3-16-2008
675126	3/4/2008	\$42.99	\$11.65 PBM-3-16-2008
04846B	3/4/2008	\$22.95	\$3.80 PBM-3-16-2008
04846B	3/4/2008	\$28.90	\$15.74 PBM-3-16-2008
008680	3/4/2008	\$9.95	\$4.16 PBM-3-16-2008
012986	3/4/2008	\$79.07	\$65.92 PBM-3-16-2008
275179	3/4/2008	\$396.82	\$10.45 PBM-3-16-2008
3739	3/4/2008	\$19.46	\$10.90 PBM-3-16-2008
3739	3/4/2008	\$144.50	\$144.95 PBM-3-16-2008
805916	3/4/2008	\$35.51	\$24.98 PBM-3-16-2008
7496	3/4/2008	\$130.89	\$110.95 PBM-3-16-2008
4550	3/4/2008	\$96.39	\$14.07 PBM-3-16-2008
4550	3/4/2008	\$41.59	\$7.65 PBM-3-16-2008
4550	3/4/2008	\$29.99	\$5.86 PBM-3-16-2008
4026	3/4/2008	\$110.19	\$84.11 PBM-3-16-2008
4026	3/4/2008	\$153.79	\$4.93 PBM-3-16-2008
119054	3/4/2008	\$78.35	\$11.84 PBM-3-16-2008
119054	3/4/2008	\$180.39	\$152.03 PBM-3-16-2008
014369	3/4/2008	(\$9.56)	(\$3.83) PBM-3-16-2008
014369	3/4/2008	\$9.56	\$4.73 PBM-3-16-2008
4355	3/4/2008	\$9.56	\$4.73 PBM-3-16-2008
014369	3/4/2008	(\$22.21)	(\$9.15) PBM-3-16-2008
014369	3/4/2008	\$22.21	\$10.05 PBM-3-16-2008
4355	3/4/2008	\$22.21	\$10.05 PBM-3-16-2008
445273	3/4/2008	(\$94.50)	(\$20.65) PBM-3-16-2008
445273	3/4/2008	(\$94.50)	(\$20.65) PBM-3-16-2008
445273	3/4/2008	(\$94.50)	(\$20.65) PBM-3-16-2008
445273	3/4/2008	\$94.50	\$21.55 PBM-3-16-2008
445273	3/4/2008	\$94.50	\$21.55 PBM-3-16-2008
445273	3/4/2008	\$94.50	\$21.55 PBM-3-16-2008
445273	3/4/2008	\$94.40	\$21.55 PBM-3-16-2008
445273	3/4/2008	\$211.87	\$178.79 PBM-3-16-2008
4349	3/4/2008	\$6.15	\$3.46 PBM-3-16-2008
012771	3/4/2008	\$149.69	\$118.83 PBM-3-16-2008
002124	3/4/2008	\$39.39	\$27.65 PBM-3-16-2008
002124	3/4/2008	\$81.29	\$9.93 PBM-3-16-2008
708587	3/4/2008	\$109.29	\$84.80 PBM-3-16-2008
840144	3/4/2008	(\$10.85)	(\$7.02) PBM-3-16-2008
840144	3/4/2008	\$10.85	\$7.92 PBM-3-16-2008
840144	3/4/2008	\$10.85	\$7.92 PBM-3-16-2008
840144	3/4/2008	\$46.02	\$46.47 PBM-3-16-2008
4663	3/4/2008	(\$311.30)	(\$262.41) PBM-3-16-2008
4663	3/4/2008	\$311.30	\$263.31 PBM-3-16-2008
4663	3/4/2008	\$311.30	\$263.31 PBM-3-16-2008

840373	3/4/2008	\$181.32	\$165.66 PBM-3-16-2008
5983	3/4/2008	\$19.69	\$3.25 PBM-3-16-2008
5983	3/4/2008	\$78.79	\$8.20 PBM-3-16-2008
119054	3/4/2008	\$30.30	\$8.65 PBM-3-16-2008
4349	3/4/2008	\$71.45	\$20.95 PBM-3-16-2008
7595	3/4/2008	\$21.22	\$8.27 PBM-3-16-2008
7595	3/4/2008	\$54.31	\$24.55 PBM-3-16-2008
008200	3/4/2008	\$49.26	\$10.87 PBM-3-16-2008
002605	3/4/2008	(\$399.21)	(\$9.55) PBM-3-16-2008
002605	3/4/2008	\$399.21	\$10.45 PBM-3-16-2008
002605	3/4/2008	\$399.21	\$10.45 PBM-3-16-2008
002605	3/4/2008	(\$18.44)	(\$5.05) PBM-3-16-2008
002605	3/4/2008	\$18.44	\$5.95 PBM-3-16-2008
002605	3/4/2008	\$18.44	\$5.95 PBM-3-16-2008
681611	3/4/2008	\$46.59	\$28.99 PBM-3-16-2008
017664	3/4/2008	\$98.38	\$50.35 PBM-3-16-2008
009640	3/4/2008	\$35.40	\$27.65 PBM-3-16-2008
001211	3/4/2008	\$11.42	\$4.15 PBM-3-16-2008
017894	3/4/2008	(\$30.74)	(\$7.36) PBM-3-16-2008
017894	3/4/2008	\$30.74	\$8.26 PBM-3-16-2008
017894	3/4/2008	\$30.74	\$8.26 PBM-3-16-2008
5817	3/4/2008	\$163.62	\$130.55 PBM-3-16-2008
949625	3/4/2008	\$128.55	\$106.27 PBM-3-16-2008
017609	3/4/2008	\$36.28	\$11.19 PBM-3-16-2008
477212	3/4/2008	\$148.14	\$124.62 PBM-3-16-2008
008310	3/4/2008	(\$29.16)	(\$17.65) PBM-3-16-2008
008310	3/4/2008	\$29.16	\$18.55 PBM-3-16-2008
008310	3/4/2008	\$133.14	\$20.65 PBM-3-16-2008
008310	3/4/2008	\$56.95	\$8.29 PBM-3-16-2008
004859	3/4/2008	(\$154.23)	(\$33.55) PBM-3-16-2008
004859	3/4/2008	\$154.23	\$34.45 PBM-3-16-2008
015734	3/4/2008	(\$11.65)	(\$5.42) PBM-3-16-2008
015734	3/4/2008	\$11.65	\$6.32 PBM-3-16-2008
015734	3/4/2008	\$15.11	\$10.09 PBM-3-16-2008
606862	3/4/2008	\$88.94	\$43.93 PBM-3-16-2008
606862	3/4/2008	\$102.57	\$84.18 PBM-3-16-2008
606862	3/4/2008	\$129.74	\$110.95 PBM-3-16-2008
005521	3/4/2008	\$176.79	\$147.27 PBM-3-16-2008
013988	3/4/2008	\$129.54	\$22.15 PBM-3-16-2008
012698	3/4/2008	\$104.63	\$87.64 PBM-3-16-2008
012698	3/4/2008	\$48.95	\$9.35 PBM-3-16-2008
012698	3/4/2008	\$28.31	\$5.56 PBM-3-16-2008
000874	3/4/2008	\$211.86	\$178.79 PBM-3-16-2008
004859	3/4/2008	\$39.13	\$6.81 PBM-3-16-2008
89329A	3/4/2008	\$36.45	\$11.58 PBM-3-16-2008
89329A	3/4/2008	\$47.94	\$25.15 PBM-3-16-2008
5640	3/4/2008	(\$7.49)	(\$6.29) PBM-3-16-2008
5640	3/4/2008	\$7.49	\$7.19 PBM-3-16-2008
5817	3/4/2008	\$88.45	\$13.15 PBM-3-16-2008
6511	3/4/2008	\$65.00	\$23.67 PBM-3-16-2008
6511	3/4/2008	\$131.58	\$22.15 PBM-3-16-2008

6511	3/4/2008	\$58.90	\$8.29 PBM-3-16-2008
008077	3/4/2008	\$126.80	\$23.65 PBM-3-16-2008
008077	3/4/2008	(\$258.18)	(\$215.55) PBM-3-16-2008
008077	3/4/2008	\$258.18	\$216.45 PBM-3-16-2008
008077	3/4/2008	\$258.18	\$216.45 PBM-3-16-2008
08077C	3/4/2008	\$28.25	\$9.15 PBM-3-16-2008
08077C	3/4/2008	(\$57.25)	(\$14.76) PBM-3-16-2008
08077C	3/4/2008	\$57.25	\$15.66 PBM-3-16-2008
08077C	3/4/2008	\$60.58	\$15.66 PBM-3-16-2008
08077C	3/4/2008	\$11.67	\$4.94 PBM-3-16-2008
655776	3/4/2008	\$143.60	\$4.93 PBM-3-16-2008
5792	3/4/2008	(\$12.20)	(\$2.88) PBM-3-16-2008
5792	3/4/2008	\$12.20	\$3.78 PBM-3-16-2008
5792	3/4/2008	\$9.19	\$3.78 PBM-3-16-2008
016398	3/4/2008	(\$37.44)	(\$9.55) PBM-3-16-2008
016398	3/4/2008	(\$37.44)	(\$9.55) PBM-3-16-2008
016398	3/4/2008	\$37.44	\$10.45 PBM-3-16-2008
016398	3/4/2008	\$37.44	\$10.45 PBM-3-16-2008
016398	3/4/2008	\$37.44	\$10.45 PBM-3-16-2008
006151	3/4/2008	\$53.95	\$12.25 PBM-3-16-2008
4927	3/4/2008	\$15.39	\$4.15 PBM-3-16-2008
4927	3/4/2008	\$17.60	\$5.44 PBM-3-16-2008
005716	3/4/2008	\$14.78	\$6.74 PBM-3-16-2008
005716	3/4/2008	\$16.55	\$5.85 PBM-3-16-2008
005716	3/4/2008	\$67.89	\$44.42 PBM-3-16-2008
013988	3/4/2008	(\$72.12)	(\$16.00) PBM-3-16-2008
013988	3/4/2008	\$72.12	\$16.90 PBM-3-16-2008
013988	3/4/2008	\$72.12	\$16.90 PBM-3-16-2008
013988	3/4/2008	\$71.13	\$59.17 PBM-3-16-2008
008200	3/4/2008	\$8.31	\$4.48 PBM-3-16-2008
007097	3/4/2008	\$78.98	\$9.79 PBM-3-16-2008
666205	3/4/2008	(\$12.81)	(\$7.58) PBM-3-16-2008
666205	3/4/2008	(\$11.50)	(\$7.58) PBM-3-16-2008
666205	3/4/2008	\$12.81	\$8.48 PBM-3-16-2008
666205	3/4/2008	\$11.50	\$8.48 PBM-3-16-2008
666205	3/4/2008	\$12.81	\$8.48 PBM-3-16-2008
666205	3/4/2008	(\$129.38)	(\$128.13) PBM-3-16-2008
666205	3/4/2008	(\$129.38)	(\$128.13) PBM-3-16-2008
666205	3/4/2008	(\$128.58)	(\$128.13) PBM-3-16-2008
666205	3/4/2008	\$129.38	\$129.03 PBM-3-16-2008
666205	3/4/2008	\$129.38	\$129.03 PBM-3-16-2008
666205	3/4/2008	\$128.58	\$129.03 PBM-3-16-2008
666205	3/4/2008	\$128.58	\$129.03 PBM-3-16-2008
6843	3/4/2008	\$25.52	\$15.17 PBM-3-16-2008
6843	3/4/2008	\$93.30	\$19.45 PBM-3-16-2008
089836	3/4/2008	\$33.14	\$9.35 PBM-3-16-2008
5818	3/4/2008	\$13.53	\$6.70 PBM-3-16-2008
967584	3/4/2008	\$55.90	\$15.26 PBM-3-16-2008
605740	3/4/2008	\$80.79	\$20.56 PBM-3-16-2008
605740	3/4/2008	\$146.08	\$59.20 PBM-3-16-2008
14873D	3/4/2008	\$250.01	\$213.55 PBM-3-16-2008

014873	3/4/2008	\$73.49	\$18.15 PBM-3-16-2008
014873	3/4/2008	\$65.66	\$14.35 PBM-3-16-2008
014873	3/4/2008	\$106.05	\$8.95 PBM-3-16-2008
569870	3/4/2008	\$50.75	\$9.55 PBM-3-16-2008
009634	3/4/2008	\$155.55	\$15.55 PBM-3-16-2008
680097	3/4/2008	\$268.64	\$216.01 PBM-3-16-2008
016605	3/4/2008	(\$19.46)	(\$10.00) PBM-3-16-2008
016605	3/4/2008	\$19.46	\$10.90 PBM-3-16-2008
016605	3/4/2008	\$19.46	\$10.90 PBM-3-16-2008
14873D	3/4/2008	(\$6.25)	(\$2.86) PBM-3-16-2008
14873D	3/4/2008	\$6.25	\$3.76 PBM-3-16-2008
08399A	3/4/2008	\$124.89	\$11.95 PBM-3-16-2008
08399A	3/4/2008	\$37.72	\$9.11 PBM-3-16-2008
009489	3/4/2008	\$47.79	\$11.59 PBM-3-16-2008
009489	3/4/2008	\$16.55	\$4.85 PBM-3-16-2008
972676	3/4/2008	\$261.66	\$41.35 PBM-3-16-2008
972676	3/4/2008	\$21.43	\$8.77 PBM-3-16-2008
354087	3/4/2008	\$172.59	\$32.80 PBM-3-16-2008
549833	3/4/2008	\$28.70	\$6.73 PBM-3-16-2008
008200	3/4/2008	\$13.60	\$14.05 PBM-3-16-2008
13426C	3/4/2008	\$261.66	\$41.35 PBM-3-16-2008
972676	3/4/2008	\$53.34	\$7.74 PBM-3-16-2008
729996	3/4/2008	\$56.89	\$8.29 PBM-3-16-2008
729996	3/4/2008	\$7.38	\$4.22 PBM-3-16-2008
016401	3/4/2008	\$89.00	\$18.79 PBM-3-16-2008
016401	3/4/2008	\$69.39	\$20.12 PBM-3-16-2008
11791A	3/4/2008	\$13.60	\$14.05 PBM-3-16-2008
11791A	3/4/2008	\$35.12	\$10.54 PBM-3-16-2008
89329A	3/4/2008	\$6.16	\$3.94 PBM-3-16-2008
089836	3/4/2008	\$97.74	\$14.67 PBM-3-16-2008
089836	3/4/2008	\$80.92	\$8.95 PBM-3-16-2008
002730	3/4/2008	\$133.04	\$20.65 PBM-3-16-2008
680170	3/4/2008	\$26.00	\$13.15 PBM-3-16-2008
001552	3/4/2008	\$150.20	\$24.55 PBM-3-16-2008
13931B	3/4/2008	\$31.21	\$7.81 PBM-3-16-2008
13931B	3/4/2008	\$9.52	\$4.53 PBM-3-16-2008
13931B	3/4/2008	\$33.45	\$22.47 PBM-3-16-2008
004146	3/4/2008	\$141.32	\$118.83 PBM-3-16-2008
520154	3/4/2008	\$63.13	\$13.15 PBM-3-16-2008
520154	3/4/2008	\$194.36	\$163.91 PBM-3-16-2008
016401	3/4/2008	\$10.09	\$10.54 PBM-3-16-2008
029797	3/4/2008	\$41.80	\$8.89 PBM-3-16-2008
5451	3/4/2008	\$37.65	\$4.95 PBM-3-16-2008
5451	3/4/2008	(\$7.37)	(\$3.32) PBM-3-16-2008
5451	3/4/2008	\$7.37	\$4.22 PBM-3-16-2008
5451	3/4/2008	\$34.51	\$19.42 PBM-3-16-2008
004146	3/4/2008	\$180.39	\$152.03 PBM-3-16-2008
576049	3/4/2008	\$17.29	\$9.55 PBM-3-16-2008
012882	3/4/2008	\$14.40	\$4.79 PBM-3-16-2008
5535	3/4/2008	(\$83.62)	(\$7.48) PBM-3-16-2008
5535	3/4/2008	\$83.62	\$8.38 PBM-3-16-2008

011334	3/4/2008	\$17.75	\$4.75 PBM-3-16-2008
6509	3/4/2008	\$94.72	\$95.17 PBM-3-16-2008
014667	3/4/2008	\$76.04	\$10.51 PBM-3-16-2008
3028	3/4/2008	\$13.78	\$4.21 PBM-3-16-2008
002713	3/4/2008	\$58.21	\$39.51 PBM-3-16-2008
308116	3/4/2008	\$101.90	\$5.08 PBM-3-16-2008
4307	3/4/2008	\$32.40	\$24.27 PBM-3-16-2008
6470	3/4/2008	\$11.69	\$7.92 PBM-3-16-2008
6470	3/4/2008	\$176.50	\$176.95 PBM-3-16-2008
09275A	3/4/2008	\$32.40	\$24.27 PBM-3-16-2008
217921	3/4/2008	\$9.01	\$5.93 PBM-3-16-2008
217921	3/4/2008	\$89.50	\$89.95 PBM-3-16-2008
3028	3/4/2008	\$104.08	\$84.18 PBM-3-16-2008
029484	3/4/2008	\$32.47	\$7.65 PBM-3-16-2008
889305	3/4/2008	\$60.59	\$14.35 PBM-3-16-2008
5818	3/4/2008	\$35.91	\$6.86 PBM-3-16-2008
016135	3/4/2008	\$7.44	\$3.68 PBM-3-16-2008
016135	3/4/2008	\$18.97	\$8.25 PBM-3-16-2008
015734	3/4/2008	\$73.60	\$74.05 PBM-3-16-2008
005668	3/4/2008	\$68.20	\$19.42 PBM-3-16-2008
005668	3/4/2008	\$63.42	\$52.61 PBM-3-16-2008
005668	3/4/2008	\$52.54	\$6.97 PBM-3-16-2008
003600	3/4/2008	\$129.54	\$22.15 PBM-3-16-2008
003600	3/4/2008	\$94.40	\$21.55 PBM-3-16-2008
003600	3/4/2008	\$121.84	\$102.26 PBM-3-16-2008
005432	3/4/2008	\$7.38	\$4.22 PBM-3-16-2008
005432	3/4/2008	\$96.50	\$16.15 PBM-3-16-2008
005432	3/4/2008	\$17.50	\$6.55 PBM-3-16-2008
10765C	3/3/2008	\$69.31	\$61.97 PBM-3-16-2008
4788	3/3/2008	\$19.41	\$4.78 PBM-3-16-2008
7185	3/3/2008	\$93.80	\$6.97 PBM-3-16-2008
014891	3/3/2008	\$29.19	\$13.59 PBM-3-16-2008
247064	3/3/2008	\$93.80	\$6.97 PBM-3-16-2008
247064	3/3/2008	\$9.78	\$4.15 PBM-3-16-2008
002320	3/3/2008	\$39.27	\$11.00 PBM-3-16-2008
002320	3/3/2008	\$13.87	\$7.59 PBM-3-16-2008
7185	3/3/2008	\$6.19	\$3.59 PBM-3-16-2008
011126	3/3/2008	\$13.87	\$7.59 PBM-3-16-2008
257967	3/3/2008	\$60.78	\$12.60 PBM-3-16-2008
889305	3/3/2008	\$108.43	\$15.60 PBM-3-16-2008
211815	3/3/2008	(\$78.65)	(\$14.85) PBM-3-16-2008
211815	3/3/2008	\$78.65	\$15.75 PBM-3-16-2008
211815	3/3/2008	\$71.79	\$15.75 PBM-3-16-2008
10220A	3/3/2008	\$96.30	\$82.91 PBM-3-16-2008
010220	3/3/2008	\$106.29	\$84.80 PBM-3-16-2008
7336	3/3/2008	\$21.66	\$4.73 PBM-3-16-2008
003063	3/3/2008	\$83.65	\$9.25 PBM-3-16-2008
003063	3/3/2008	\$48.74	\$7.51 PBM-3-16-2008
018058	3/3/2008	\$42.71	\$23.35 PBM-3-16-2008
120055	3/3/2008	\$94.98	\$80.96 PBM-3-16-2008
564563	3/3/2008	\$51.91	\$15.06 PBM-3-16-2008

018314	3/3/2008	\$57.41	\$51.06 PBM-3-16-2008
018314	3/3/2008	\$75.94	\$66.88 PBM-3-16-2008
004875	3/3/2008	\$134.01	\$35.89 PBM-3-16-2008
004875	3/3/2008	\$44.73	\$25.15 PBM-3-16-2008
002713	3/3/2008	\$22.57	\$4.63 PBM-3-16-2008
002713	3/3/2008	\$32.03	\$27.65 PBM-3-16-2008
004875	3/3/2008	\$11.69	\$7.92 PBM-3-16-2008
004875	3/3/2008	\$176.50	\$176.95 PBM-3-16-2008
012359	3/3/2008	\$139.88	\$117.60 PBM-3-16-2008
005286	3/3/2008	\$17.15	\$4.79 PBM-3-16-2008
005286	3/3/2008	\$21.64	\$7.69 PBM-3-16-2008
257967	3/3/2008	\$292.13	\$261.42 PBM-3-16-2008
970623	3/3/2008	(\$19.85)	(\$3.90) PBM-3-16-2008
970623	3/3/2008	\$19.85	\$4.80 PBM-3-16-2008
970623	3/3/2008	\$52.22	\$10.87 PBM-3-16-2008
970623	3/3/2008	\$85.09	\$10.72 PBM-3-16-2008
666416	3/3/2008	\$281.99	\$41.35 PBM-3-16-2008
3466	3/3/2008	\$56.88	\$8.29 PBM-3-16-2008
949822	3/3/2008	\$9.17	\$3.93 PBM-3-16-2008
949822	3/3/2008	(\$55.85)	(\$38.77) PBM-3-16-2008
949822	3/3/2008	\$55.85	\$39.67 PBM-3-16-2008
949822	3/3/2008	\$55.85	\$39.67 PBM-3-16-2008
004212	3/3/2008	\$134.83	\$118.83 PBM-3-16-2008
004212	3/3/2008	(\$437.14)	(\$31.47) PBM-3-16-2008
004212	3/3/2008	\$437.14	\$32.37 PBM-3-16-2008
004212	3/3/2008	\$434.74	\$32.37 PBM-3-16-2008
009699	3/3/2008	\$9.91	\$4.94 PBM-3-16-2008
666185	3/3/2008	\$86.25	\$18.79 PBM-3-16-2008
666185	3/3/2008	\$149.87	\$14.05 PBM-3-16-2008
666185	3/3/2008	\$34.91	\$4.95 PBM-3-16-2008
012959	3/3/2008	\$30.23	\$26.16 PBM-3-16-2008
012959	3/3/2008	(\$144.54)	(\$144.09) PBM-3-16-2008
012959	3/3/2008	\$144.54	\$144.99 PBM-3-16-2008
012959	3/3/2008	\$144.54	\$144.99 PBM-3-16-2008
3942	3/3/2008	(\$78.32)	(\$77.87) PBM-3-16-2008
3942	3/3/2008	\$78.32	\$78.77 PBM-3-16-2008
3942	3/3/2008	\$122.82	\$123.27 PBM-3-16-2008
3942	3/3/2008	(\$44.94)	(\$30.59) PBM-3-16-2008
3942	3/3/2008	\$44.94	\$31.49 PBM-3-16-2008
3942	3/3/2008	\$31.07	\$21.91 PBM-3-16-2008
3942	3/3/2008	(\$119.50)	(\$88.21) PBM-3-16-2008
3942	3/3/2008	\$119.50	\$89.11 PBM-3-16-2008
3942	3/3/2008	\$223.38	\$169.38 PBM-3-16-2008
3942	3/3/2008	\$239.59	\$181.91 PBM-3-16-2008
002371	3/3/2008	(\$48.60)	(\$30.48) PBM-3-16-2008
002371	3/3/2008	(\$42.75)	(\$30.48) PBM-3-16-2008
002371	3/3/2008	\$48.60	\$31.38 PBM-3-16-2008
002371	3/3/2008	\$42.75	\$31.38 PBM-3-16-2008
681353	3/3/2008	\$84.50	\$60.73 PBM-3-16-2008
681353	3/3/2008	(\$53.07)	(\$6.44) PBM-3-16-2008
681353	3/3/2008	(\$41.92)	(\$6.44) PBM-3-16-2008

681353	3/3/2008	\$53.07	\$7.34 PBM-3-16-2008
681353	3/3/2008	\$41.92	\$7.34 PBM-3-16-2008
681353	3/3/2008	\$53.07	\$7.34 PBM-3-16-2008
666416	3/3/2008	\$9.74	\$5.99 PBM-3-16-2008
03684A	3/3/2008	(\$129.54)	(\$107.91) PBM-3-16-2008
03684A	3/3/2008	\$129.54	\$108.81 PBM-3-16-2008
03684A	3/3/2008	\$8.08	\$4.10 PBM-3-16-2008
03684A	3/3/2008	\$57.86	\$15.26 PBM-3-16-2008
03684A	3/3/2008	\$19.60	\$13.95 PBM-3-16-2008
04177A	3/3/2008	\$11.98	\$5.23 PBM-3-16-2008
840580	3/3/2008	\$140.00	\$117.70 PBM-3-16-2008
003573	3/3/2008	\$6.57	\$3.28 PBM-3-16-2008
004072	3/3/2008	\$8.45	\$4.84 PBM-3-16-2008
604252	3/3/2008	\$33.58	\$9.78 PBM-3-16-2008
275179	3/3/2008	\$148.83	\$59.20 PBM-3-16-2008
275179	3/3/2008	\$59.37	\$7.27 PBM-3-16-2008
604241	3/3/2008	\$105.56	\$20.06 PBM-3-16-2008
523373	3/3/2008	\$100.57	\$84.18 PBM-3-16-2008
3739	3/3/2008	\$89.00	\$18.79 PBM-3-16-2008
840580	3/3/2008	\$261.26	\$38.35 PBM-3-16-2008
604241	3/3/2008	\$56.95	\$8.29 PBM-3-16-2008
4191	3/3/2008	\$104.63	\$81.46 PBM-3-16-2008
002017	3/3/2008	\$70.54	\$52.11 PBM-3-16-2008
004177	3/3/2008	\$196.42	\$165.66 PBM-3-16-2008
04177A	3/3/2008	(\$349.67)	(\$339.00) PBM-3-16-2008
04177A	3/3/2008	\$349.67	\$339.90 PBM-3-16-2008
04177A	3/3/2008	\$328.13	\$318.84 PBM-3-16-2008
002017	3/3/2008	\$24.96	\$10.53 PBM-3-16-2008
15441A	3/3/2008	\$75.37	\$53.27 PBM-3-16-2008
015441	3/3/2008	\$74.44	\$61.97 PBM-3-16-2008
015441	3/3/2008	\$100.68	\$83.09 PBM-3-16-2008
015441	3/3/2008	\$20.74	\$6.27 PBM-3-16-2008
15441A	3/3/2008	(\$75.37)	(\$52.37) PBM-3-16-2008
15441A	3/3/2008	\$75.37	\$53.27 PBM-3-16-2008
15441A	3/3/2008	\$84.73	\$69.74 PBM-3-16-2008
15441A	3/3/2008	\$20.74	\$6.27 PBM-3-16-2008
7279	3/3/2008	\$129.54	\$22.15 PBM-3-16-2008
7279	3/3/2008	\$80.92	\$8.95 PBM-3-16-2008
7279	3/3/2008	\$15.18	\$4.65 PBM-3-16-2008
013463	3/3/2008	\$19.41	\$4.78 PBM-3-16-2008
6977	3/3/2008	\$8.25	\$6.53 PBM-3-16-2008
477596	3/3/2008	\$56.89	\$8.29 PBM-3-16-2008
477596	3/3/2008	\$6.19	\$3.59 PBM-3-16-2008
001347	3/3/2008	\$93.71	\$66.95 PBM-3-16-2008
008312	3/3/2008	\$71.19	\$51.97 PBM-3-16-2008
007782	3/3/2008	\$140.63	\$20.65 PBM-3-16-2008
007782	3/3/2008	\$20.60	\$4.45 PBM-3-16-2008
007782	3/3/2008	\$42.04	\$10.54 PBM-3-16-2008
001136	3/3/2008	\$37.53	\$4.96 PBM-3-16-2008
001136	3/3/2008	\$51.24	\$8.89 PBM-3-16-2008
03124E	3/3/2008	\$21.61	\$4.17 PBM-3-16-2008

03124E	3/3/2008	\$37.72	\$9.11 PBM-3-16-2008
03124E	3/3/2008	\$124.89	\$11.95 PBM-3-16-2008
003434	3/3/2008	\$16.13	\$7.59 PBM-3-16-2008
800378	3/3/2008	\$27.56	\$3.71 PBM-3-16-2008
800378	3/3/2008	\$51.87	\$23.31 PBM-3-16-2008
948988	3/3/2008	\$215.56	\$216.01 PBM-3-16-2008
948988	3/3/2008	\$46.30	\$4.95 PBM-3-16-2008
948988	3/3/2008	\$103.21	\$13.03 PBM-3-16-2008
15018A	3/3/2008	(\$116.46)	(\$9.38) PBM-3-16-2008
15018A	3/3/2008	\$116.46	\$10.28 PBM-3-16-2008
15018A	3/3/2008	\$116.44	\$10.28 PBM-3-16-2008
004384	3/3/2008	\$12.34	\$4.75 PBM-3-16-2008
004384	3/3/2008	\$7.74	\$7.42 PBM-3-16-2008
004384	3/3/2008	(\$5.44)	(\$3.33) PBM-3-16-2008
004384	3/3/2008	\$5.44	\$4.23 PBM-3-16-2008
127956	3/3/2008	\$36.59	\$11.19 PBM-3-16-2008
07994A	3/3/2008	\$12.77	\$3.82 PBM-3-16-2008
07994A	3/3/2008	\$118.54	\$38.95 PBM-3-16-2008
007994	3/3/2008	\$29.53	\$4.80 PBM-3-16-2008
007994	3/3/2008	\$39.33	\$11.00 PBM-3-16-2008
09427A	3/3/2008	\$51.62	\$8.17 PBM-3-16-2008
09427A	3/3/2008	\$94.23	\$84.11 PBM-3-16-2008
09427A	3/3/2008	\$68.39	\$14.83 PBM-3-16-2008
009427	3/3/2008	\$10.10	\$3.25 PBM-3-16-2008
009427	3/3/2008	\$112.54	\$11.95 PBM-3-16-2008
7147	3/3/2008	\$131.82	\$23.35 PBM-3-16-2008
7147	3/3/2008	\$34.53	\$10.54 PBM-3-16-2008
787451	3/3/2008	\$108.79	\$13.64 PBM-3-16-2008
003792	3/3/2008	\$9.19	\$4.41 PBM-3-16-2008
003792	3/3/2008	\$152.61	\$14.05 PBM-3-16-2008
767451	3/3/2008	\$84.28	\$19.96 PBM-3-16-2008
767451	3/3/2008	\$455.00	\$11.05 PBM-3-16-2008
834959	3/3/2008	\$15.50	\$8.05 PBM-3-16-2008
834959	3/3/2008	\$7.38	\$4.22 PBM-3-16-2008
834959	3/3/2008	\$96.50	\$16.15 PBM-3-16-2008
967584	3/3/2008	(\$36.26)	(\$26.80) PBM-3-16-2008
967584	3/3/2008	\$36.26	\$27.70 PBM-3-16-2008
967584	3/3/2008	\$192.35	\$8.06 PBM-3-16-2008
7259	3/3/2008	\$5.33	\$4.10 PBM-3-16-2008
7259	3/3/2008	\$79.01	\$45.70 PBM-3-16-2008
7259	3/3/2008	\$103.46	\$88.98 PBM-3-16-2008
009440	3/3/2008	\$5.74	\$3.48 PBM-3-16-2008
009440	3/3/2008	\$105.16	\$64.95 PBM-3-16-2008
009440	3/3/2008	\$29.75	\$14.10 PBM-3-16-2008
03715A	3/3/2008	\$85.51	\$8.30 PBM-3-16-2008
316893	3/3/2008	\$35.63	\$8.89 PBM-3-16-2008
316893	3/3/2008	\$48.44	\$8.89 PBM-3-16-2008
680097	3/3/2008	\$73.75	\$69.10 PBM-3-16-2008
680097	3/3/2008	\$45.63	\$30.22 PBM-3-16-2008
810144	3/3/2008	\$180.76	\$144.99 PBM-3-16-2008
810144	3/3/2008	\$36.29	\$11.19 PBM-3-16-2008

7724	3/3/2008	\$27.81	\$11.92 PBM-3-16-2008
7724	3/3/2008	\$93.36	\$68.72 PBM-3-16-2008
4677	3/3/2008	(\$42.60)	(\$12.70) PBM-3-16-2008
4677	3/3/2008	\$42.60	\$13.60 PBM-3-16-2008
4677	3/3/2008	\$77.20	\$24.25 PBM-3-16-2008
957825	3/3/2008	\$163.00	\$163.45 PBM-3-16-2008
957825	3/3/2008	\$12.89	\$6.49 PBM-3-16-2008
957825	3/3/2008	\$341.67	\$247.01 PBM-3-16-2008
010809	3/3/2008	\$112.77	\$84.11 PBM-3-16-2008
010809	3/3/2008	\$209.32	\$152.03 PBM-3-16-2008
014729	3/3/2008	\$18.90	\$4.25 PBM-3-16-2008
7372	3/3/2008	\$73.74	\$69.10 PBM-3-16-2008
7372	3/3/2008	\$51.20	\$11.95 PBM-3-16-2008
14496A	3/3/2008	\$77.14	\$5.29 PBM-3-16-2008
011450	3/3/2008	\$16.24	\$7.51 PBM-3-16-2008
011450	3/3/2008	\$37.95	\$16.70 PBM-3-16-2008
17453B	3/3/2008	\$12.50	\$5.15 PBM-3-16-2008
6170	3/3/2008	\$163.55	\$40.35 PBM-3-16-2008
6170	3/3/2008	\$11.34	\$3.80 PBM-3-16-2008
2753	3/3/2008	\$22.43	\$10.53 PBM-3-16-2008
011754	3/3/2008	\$11.50	\$3.68 PBM-3-16-2008
011754	3/3/2008	\$92.79	\$11.95 PBM-3-16-2008
002800	3/3/2008	\$7.98	\$5.04 PBM-3-16-2008
002800	3/3/2008	\$9.89	\$9.35 PBM-3-16-2008
017453	3/3/2008	\$87.46	\$19.96 PBM-3-16-2008
017453	3/3/2008	\$146.81	\$22.15 PBM-3-16-2008
017453	3/3/2008	\$105.38	\$84.18 PBM-3-16-2008
6445	3/3/2008	\$10.58	\$5.35 PBM-3-16-2008
887449	3/3/2008	\$98.71	\$80.91 PBM-3-16-2008
002935	3/3/2008	\$18.70	\$4.65 PBM-3-16-2008
002935	3/3/2008	\$120.55	\$38.95 PBM-3-16-2008
002935	3/3/2008	\$47.93	\$29.45 PBM-3-16-2008
920080	3/3/2008	\$27.41	\$7.90 PBM-3-16-2008
04336A	3/3/2008	(\$94.55)	(\$19.87) PBM-3-16-2008
04336A	3/3/2008	\$94.55	\$20.77 PBM-3-16-2008
04336A	3/3/2008	\$37.40	\$8.89 PBM-3-16-2008
04336A	3/3/2008	\$32.79	\$4.96 PBM-3-16-2008
920080	3/3/2008	(\$18.11)	(\$11.81) PBM-3-16-2008
920080	3/3/2008	\$18.11	\$12.71 PBM-3-16-2008
920080	3/3/2008	\$31.97	\$22.47 PBM-3-16-2008
920080	3/3/2008	\$105.28	\$84.11 PBM-3-16-2008
5179	3/3/2008	(\$62.15)	(\$13.93) PBM-3-16-2008
5179	3/3/2008	\$62.15	\$14.83 PBM-3-16-2008
5179	3/3/2008	\$14.38	\$14.83 PBM-3-16-2008
017766	3/3/2008	\$22.02	\$6.01 PBM-3-16-2008
13931A	3/3/2008	(\$14.37)	(\$6.63) PBM-3-16-2008
13931A	3/3/2008	\$14.37	\$7.53 PBM-3-16-2008
767451	3/3/2008	\$39.19	\$21.70 PBM-3-16-2008
09455A	3/3/2008	\$73.40	\$56.41 PBM-3-16-2008
6983	3/3/2008	\$37.51	\$24.98 PBM-3-16-2008
016625	3/3/2008	\$85.48	\$30.81 PBM-3-16-2008

016625	3/3/2008	\$88.21	\$8.95 PBM-3-16-2008
003083	3/3/2008	\$274.08	\$41.35 PBM-3-16-2008
04091A	3/3/2008	(\$131.55)	(\$105.37) PBM-3-16-2008
04091A	3/3/2008	\$131.55	\$106.27 PBM-3-16-2008
04091A	3/3/2008	\$131.55	\$106.27 PBM-3-16-2008
678725	3/3/2008	\$19.14	\$4.15 PBM-3-16-2008
003571	3/3/2008	\$37.30	\$26.16 PBM-3-16-2008
173140	3/3/2008	\$176.50	\$176.95 PBM-3-16-2008
003571	3/3/2008	\$176.50	\$176.95 PBM-3-16-2008
004183	3/3/2008	\$114.89	\$92.11 PBM-3-16-2008
970623	3/3/2008	\$93.25	\$73.71 PBM-3-16-2008
016625	3/3/2008	\$131.58	\$104.63 PBM-3-16-2008
722047	3/3/2008	\$219.07	\$172.23 PBM-3-16-2008
722047	3/3/2008	(\$123.44)	(\$13.25) PBM-3-16-2008
722047	3/3/2008	\$123.44	\$14.15 PBM-3-16-2008
722047	3/3/2008	\$135.48	\$21.71 PBM-3-16-2008
12558C	3/3/2008	(\$106.17)	(\$83.90) PBM-3-16-2008
12558C	3/3/2008	(\$20.14)	(\$13.74) PBM-3-16-2008
12558C	3/3/2008	\$106.17	\$84.80 PBM-3-16-2008
12558C	3/3/2008	\$20.14	\$14.64 PBM-3-16-2008
12558C	3/3/2008	\$106.17	\$84.80 PBM-3-16-2008
09409B	3/3/2008	\$18.70	\$4.65 PBM-3-16-2008
966792	3/3/2008	\$72.60	\$6.49 PBM-3-16-2008
6002	3/3/2008	\$40.29	\$9.79 PBM-3-16-2008
272485	3/3/2008	\$27.83	\$4.33 PBM-3-16-2008
905174	3/3/2008	\$118.79	\$22.75 PBM-3-16-2008
013273	3/3/2008	\$196.42	\$175.26 PBM-3-16-2008
013273	3/3/2008	\$91.93	\$13.03 PBM-3-16-2008
013273	3/3/2008	\$34.50	\$10.54 PBM-3-16-2008
013273	3/3/2008	\$21.37	\$16.87 PBM-3-16-2008
785533	3/3/2008	\$164.79	\$131.50 PBM-3-16-2008
891507	3/3/2008	\$63.99	\$16.45 PBM-3-16-2008
840144	3/3/2008	\$6.19	\$3.59 PBM-3-16-2008
441980	3/3/2008	\$133.14	\$20.65 PBM-3-16-2008
441980	3/3/2008	(\$94.40)	(\$20.65) PBM-3-16-2008
441980	3/3/2008	\$94.40	\$21.55 PBM-3-16-2008
441980	3/3/2008	\$94.40	\$21.55 PBM-3-16-2008
441980	3/3/2008	\$7.38	\$4.22 PBM-3-16-2008
272485	3/3/2008	(\$78.91)	(\$58.91) PBM-3-16-2008
272485	3/3/2008	\$78.91	\$59.81 PBM-3-16-2008
272485	3/3/2008	\$68.15	\$59.81 PBM-3-16-2008
6470	3/3/2008	\$125.49	\$23.35 PBM-3-16-2008
770022	3/3/2008	\$20.09	\$4.45 PBM-3-16-2008
05921B	3/3/2008	\$18.99	\$7.95 PBM-3-16-2008
6899	3/3/2008	\$47.79	\$12.05 PBM-3-16-2008
6899	3/3/2008	\$21.69	\$13.95 PBM-3-16-2008
015313	3/3/2008	\$311.08	\$261.42 PBM-3-16-2008
973305	3/3/2008	\$182.39	\$152.03 PBM-3-16-2008
393208	3/3/2008	\$32.99	\$22.59 PBM-3-16-2008
393208	3/3/2008	\$89.54	\$89.99 PBM-3-16-2008
028608	3/3/2008	\$63.95	\$16.45 PBM-3-16-2008

007153	3/3/2008	(\$23.00)	(\$6.59) PBM-3-16-2008
007153	3/3/2008	\$23.00	\$7.49 PBM-3-16-2008
007153	3/3/2008	\$23.00	\$7.49 PBM-3-16-2008
865304	3/3/2008	\$30.55	\$8.74 PBM-3-16-2008
015945	3/3/2008	\$106.69	\$6.97 PBM-3-16-2008
785533	3/3/2008	\$58.69	\$11.95 PBM-3-16-2008
785533	3/3/2008	\$149.69	\$118.83 PBM-3-16-2008
6879	3/3/2008	\$29.93	\$20.15 PBM-3-16-2008
6405	3/3/2008	\$13.48	\$6.49 PBM-3-16-2008
012862	3/3/2008	\$36.09	\$23.83 PBM-3-16-2008
012862	3/3/2008	\$216.79	\$175.26 PBM-3-16-2008
012862	3/3/2008	\$22.69	\$12.07 PBM-3-16-2008
012862	3/3/2008	\$168.89	\$169.34 PBM-3-16-2008
02012A	3/3/2008	\$83.89	\$38.95 PBM-3-16-2008
02012A	3/3/2008	\$117.59	\$11.95 PBM-3-16-2008
017744	3/3/2008	\$259.19	\$41.35 PBM-3-16-2008
891507	3/3/2008	\$20.69	\$6.74 PBM-3-16-2008
14973A	3/3/2008	\$19.39	\$7.29 PBM-3-16-2008
14973A	3/3/2008	\$13.08	\$4.10 PBM-3-16-2008
14973A	3/3/2008	\$71.49	\$38.58 PBM-3-16-2008
4191	3/3/2008	\$47.25	\$10.87 PBM-3-16-2008
4939	3/3/2008	\$185.64	\$138.63 PBM-3-16-2008
016490	3/3/2008	\$402.11	\$327.00 PBM-3-16-2008
763373	3/3/2008	(\$136.63)	(\$113.94) PBM-3-16-2008
763373	3/3/2008	\$136.63	\$114.84 PBM-3-16-2008
763373	3/3/2008	\$136.62	\$114.83 PBM-3-16-2008
941879	3/3/2008	\$85.59	\$10.72 PBM-3-16-2008
941879	3/3/2008	\$34.46	\$9.55 PBM-3-16-2008
589206	3/2/2008	\$7.49	\$7.19 PBM-3-16-2008
589206	3/2/2008	(\$57.29)	(\$10.61) PBM-3-16-2008
589206	3/2/2008	\$57.29	\$11.51 PBM-3-16-2008
589206	3/2/2008	\$110.38	\$14.67 PBM-3-16-2008
589206	3/2/2008	\$41.32	\$11.95 PBM-3-16-2008
757013	3/2/2008	\$140.87	\$116.74 PBM-3-16-2008
430260	3/2/2008	\$131.58	\$22.15 PBM-3-16-2008
430260	3/2/2008	\$49.26	\$10.87 PBM-3-16-2008
6819	3/2/2008	(\$61.88)	(\$35.57) PBM-3-16-2008
6819	3/2/2008	\$61.88	\$36.47 PBM-3-16-2008
16287A	3/2/2008	\$87.90	\$26.95 PBM-3-16-2008
16287A	3/2/2008	\$51.95	\$7.77 PBM-3-16-2008
006580	3/2/2008	(\$17.02)	(\$4.09) PBM-3-16-2008
006580	3/2/2008	\$17.02	\$4.99 PBM-3-16-2008
006580	3/2/2008	\$17.02	\$4.99 PBM-3-16-2008
499443	3/1/2008	\$16.16	\$3.73 PBM-3-16-2008
605898	3/1/2008	\$86.79	\$19.96 PBM-3-16-2008
605898	3/1/2008	\$93.29	\$70.53 PBM-3-16-2008
085364	3/1/2008	\$115.09	\$94.83 PBM-3-16-2008
085364	3/1/2008	\$18.12	\$8.77 PBM-3-16-2008
009209	3/1/2008	(\$177.45)	(\$12.05) PBM-3-16-2008
009209	3/1/2008	\$177.45	\$12.95 PBM-3-16-2008
009209	3/1/2008	\$177.45	\$12.95 PBM-3-16-2008

441755	3/1/2008	\$78.22	\$9.93 PBM-3-16-2008
010828	3/1/2008	\$65.73	\$52.87 PBM-3-16-2008
177657	3/1/2008	(\$23.25)	(\$5.10) PBM-3-16-2008
177657	3/1/2008	\$23.25	\$6.00 PBM-3-16-2008
177657	3/1/2008	\$24.00	\$6.00 PBM-3-16-2008
177657	3/1/2008	(\$63.60)	(\$50.16) PBM-3-16-2008
177657	3/1/2008	\$63.60	\$51.06 PBM-3-16-2008
177657	3/1/2008	\$63.60	\$51.06 PBM-3-16-2008
177657	3/1/2008	(\$82.21)	(\$65.98) PBM-3-16-2008
177657	3/1/2008	\$82.21	\$66.88 PBM-3-16-2008
177657	3/1/2008	\$82.21	\$66.88 PBM-3-16-2008
538913	3/1/2008	\$10.00	\$10.45 PBM-3-16-2008
910461	3/1/2008	\$86.46	\$15.39 PBM-3-16-2008
910461	3/1/2008	\$23.98	\$5.34 PBM-3-16-2008
13931A	3/1/2008	\$11.52	\$4.53 PBM-3-16-2008
13931A	3/1/2008	(\$11.52)	(\$3.63) PBM-3-16-2008
13931A	3/1/2008	\$11.52	\$4.53 PBM-3-16-2008
13931A	3/1/2008	(\$14.37)	(\$6.63) PBM-3-16-2008
13931A	3/1/2008	\$14.37	\$7.53 PBM-3-16-2008
4530	3/1/2008	\$163.62	\$130.55 PBM-3-16-2008
5640	3/1/2008	(\$7.49)	(\$6.29) PBM-3-16-2008
5640	3/1/2008	\$7.49	\$7.19 PBM-3-16-2008
5640	3/1/2008	\$58.90	\$8.29 PBM-3-16-2008
002084	3/1/2008	\$50.95	\$6.55 PBM-3-16-2008
002084	3/1/2008	\$69.95	\$6.85 PBM-3-16-2008
002084	3/1/2008	\$91.99	\$8.38 PBM-3-16-2008
275959	3/1/2008	\$146.90	\$116.74 PBM-3-16-2008
275959	3/1/2008	\$27.99	\$10.53 PBM-3-16-2008
275959	3/1/2008	\$51.95	\$7.77 PBM-3-16-2008
02828C	3/1/2008	\$22.75	\$8.95 PBM-3-16-2008
875672	3/1/2008	\$76.99	\$10.14 PBM-3-16-2008
028608	3/1/2008	\$61.95	\$31.76 PBM-3-16-2008
4326	3/1/2008	\$463.18	\$392.40 PBM-3-16-2008
007153	3/1/2008	\$11.81	\$12.13 PBM-3-16-2008
007153	3/1/2008	\$89.50	\$89.95 PBM-3-16-2008
007153	3/1/2008	\$34.05	\$27.65 PBM-3-16-2008
441755	3/1/2008	\$33.29	\$15.62 PBM-3-16-2008
5640	3/1/2008	\$283.49	\$142.95 PBM-3-16-2008
3911	3/1/2008	(\$22.79)	(\$4.85) PBM-3-16-2008
3911	3/1/2008	\$22.79	\$5.75 PBM-3-16-2008
3911	3/1/2008	\$22.79	\$5.75 PBM-3-16-2008
18185A	3/1/2008	\$70.29	\$51.97 PBM-3-16-2008
840373	3/1/2008	\$229.38	\$193.67 PBM-3-16-2008
840373	3/1/2008	(\$31.14)	(\$25.92) PBM-3-16-2008
840373	3/1/2008	\$31.14	\$26.82 PBM-3-16-2008
840373	3/1/2008	\$32.03	\$27.65 PBM-3-16-2008
355200	3/1/2008	\$125.49	\$23.35 PBM-3-16-2008
007885	3/1/2008	\$83.56	\$20.56 PBM-3-16-2008
701480	3/1/2008	(\$96.06)	(\$43.03) PBM-3-16-2008
701480	3/1/2008	\$96.06	\$43.93 PBM-3-16-2008
701480	3/1/2008	\$86.95	\$43.93 PBM-3-16-2008

4153	3/1/2008	\$133.83	\$23.35 PBM-3-16-2008
416383	3/1/2008	\$148.59	\$10.03 PBM-3-16-2008
416383	3/1/2008	\$77.79	\$37.09 PBM-3-16-2008
416383	3/1/2008	\$33.79	\$7.23 PBM-3-16-2008
291775	3/1/2008	\$84.57	\$9.79 PBM-3-16-2008
3595	3/1/2008	\$15.99	\$5.21 PBM-3-16-2008
3595	3/1/2008	\$143.72	\$23.65 PBM-3-16-2008
6201	3/1/2008	\$49.56	\$24.55 PBM-3-16-2008
006956	3/1/2008	\$189.67	\$162.25 PBM-3-16-2008
008162	3/1/2008	\$112.54	\$11.95 PBM-3-16-2008
008162	3/1/2008	\$6.18	\$3.38 PBM-3-16-2008
008162	3/1/2008	(\$91.94)	(\$12.13) PBM-3-16-2008
008162	3/1/2008	\$91.94	\$13.03 PBM-3-16-2008
008162	3/1/2008	\$91.94	\$13.03 PBM-3-16-2008
003083	3/1/2008	\$74.34	\$6.49 PBM-3-16-2008
003083	3/1/2008	(\$34.92)	(\$14.05) PBM-3-16-2008
003083	3/1/2008	\$34.92	\$14.95 PBM-3-16-2008
003083	3/1/2008	\$34.92	\$14.95 PBM-3-16-2008
003083	3/1/2008	(\$84.78)	(\$15.85) PBM-3-16-2008
003083	3/1/2008	\$84.78	\$16.75 PBM-3-16-2008
007970	3/1/2008	\$254.16	\$41.35 PBM-3-16-2008
007970	3/1/2008	\$112.54	\$11.95 PBM-3-16-2008
007970	3/1/2008	\$38.36	\$8.65 PBM-3-16-2008
003588	3/1/2008	\$43.99	\$19.58 PBM-3-16-2008
003588	3/1/2008	\$8.61	\$8.81 PBM-3-16-2008
003588	3/1/2008	\$397.21	\$10.45 PBM-3-16-2008
3595	3/1/2008	\$68.48	\$17.95 PBM-3-16-2008
354087	3/1/2008	\$251.76	\$206.32 PBM-3-16-2008
011931	3/1/2008	\$48.32	\$32.19 PBM-3-16-2008
011931	3/1/2008	\$32.43	\$6.37 PBM-3-16-2008
354087	3/1/2008	\$66.36	\$8.70 PBM-3-16-2008
001552	3/1/2008	\$76.55	\$9.79 PBM-3-16-2008
11176C	3/1/2008	\$36.84	\$24.14 PBM-3-16-2008
510036	3/1/2008	\$180.37	\$152.02 PBM-3-16-2008
016490	3/1/2008	(\$203.55)	(\$164.07) PBM-3-16-2008
016490	3/1/2008	\$203.55	\$164.97 PBM-3-16-2008
009244	3/1/2008	\$129.30	\$108.61 PBM-3-16-2008
009244	3/1/2008	\$37.13	\$6.81 PBM-3-16-2008
009244	3/1/2008	\$65.24	\$13.15 PBM-3-16-2008
474915	3/1/2008	\$173.64	\$152.03 PBM-3-16-2008
088068	3/1/2008	\$100.72	\$84.30 PBM-3-16-2008
474915	3/1/2008	\$115.67	\$22.75 PBM-3-16-2008
088068	3/1/2008	(\$65.72)	(\$38.88) PBM-3-16-2008
088068	3/1/2008	\$65.72	\$39.78 PBM-3-16-2008
088068	3/1/2008	\$65.72	\$39.78 PBM-3-16-2008
5342	3/1/2008	\$19.67	\$6.15 PBM-3-16-2008
012996	3/1/2008	\$62.69	\$11.05 PBM-3-16-2008
04146D	3/1/2008	\$638.49	\$541.42 PBM-3-16-2008
04146D	3/1/2008	\$167.45	\$135.52 PBM-3-16-2008
245990	3/1/2008	\$7.37	\$4.22 PBM-3-16-2008
012996	3/1/2008	\$215.54	\$181.91 PBM-3-16-2008

474915	3/1/2008	\$210.69	\$177.79 PBM-3-16-2008
088068	3/1/2008	\$148.82	\$59.20 PBM-3-16-2008
012996	3/1/2008	\$203.55	\$164.97 PBM-3-16-2008
15652B	3/1/2008	\$57.86	\$15.26 PBM-3-16-2008
085364	3/1/2008	(\$192.62)	(\$159.83) PBM-3-16-2008
085364	3/1/2008	\$192.62	\$160.73 PBM-3-16-2008
085364	3/1/2008	\$192.62	\$160.73 PBM-3-16-2008
298252	3/1/2008	\$19.48	\$4.78 PBM-3-16-2008
4644	3/1/2008	\$37.16	\$6.81 PBM-3-16-2008
543930	3/1/2008	\$129.30	\$108.61 PBM-3-16-2008
543930	3/1/2008	\$86.21	\$66.95 PBM-3-16-2008
017346	3/1/2008	\$36.28	\$11.19 PBM-3-16-2008
017346	3/1/2008	\$125.48	\$23.35 PBM-3-16-2008
017346	3/1/2008	\$84.86	\$16.75 PBM-3-16-2008
6509	3/1/2008	\$55.85	\$39.67 PBM-3-16-2008
6509	3/1/2008	(\$45.68)	(\$31.43) PBM-3-16-2008
6509	3/1/2008	\$45.68	\$32.33 PBM-3-16-2008
6509	3/1/2008	\$26.12	\$6.91 PBM-3-16-2008
3624	3/1/2008	\$220.54	\$181.91 PBM-3-16-2008
3624	3/1/2008	(\$220.54)	(\$181.01) PBM-3-16-2008
3624	3/1/2008	(\$42.75)	(\$29.89) PBM-3-16-2008
3624	3/1/2008	\$220.54	\$181.91 PBM-3-16-2008
3624	3/1/2008	\$42.75	\$30.79 PBM-3-16-2008
004115	3/1/2008	\$29.75	\$14.10 PBM-3-16-2008
004115	3/1/2008	\$15.29	\$6.73 PBM-3-16-2008
6173	3/1/2008	\$98.72	\$6.97 PBM-3-16-2008
6173	3/1/2008	\$23.28	\$5.35 PBM-3-16-2008
010220	2/29/2008	\$18.87	\$7.59 PBM-3-16-2008
010220	2/29/2008	\$157.61	\$14.05 PBM-3-16-2008
010220	2/29/2008	(\$46.04)	(\$10.45) PBM-3-16-2008
010220	2/29/2008	(\$46.04)	(\$10.45) PBM-3-16-2008
010220	2/29/2008	\$46.04	\$11.35 PBM-3-16-2008
10220A	2/29/2008	\$46.04	\$11.35 PBM-3-16-2008
010220	2/29/2008	(\$87.62)	(\$15.81) PBM-3-16-2008
010220	2/29/2008	(\$87.62)	(\$15.81) PBM-3-16-2008
010220	2/29/2008	\$87.62	\$16.71 PBM-3-16-2008
10220A	2/29/2008	\$87.62	\$16.71 PBM-3-16-2008
010220	2/29/2008	(\$106.29)	(\$83.90) PBM-3-16-2008
010220	2/29/2008	(\$106.29)	(\$83.90) PBM-3-16-2008
010220	2/29/2008	\$106.29	\$84.80 PBM-3-16-2008
10220A	2/29/2008	\$106.29	\$84.80 PBM-3-16-2008
002309	2/29/2008	\$14.89	\$4.63 PBM-3-16-2008
013866	2/28/2008	(\$240.68)	(\$200.68) PBM-3-16-2008
6900	2/28/2008	\$124.61	\$104.63 PBM-3-16-2008
002017	2/27/2008	(\$24.81)	(\$3.49) PBM-3-16-2008
002017	2/27/2008	\$24.81	\$4.39 PBM-3-16-2008
001526	2/26/2008	(\$44.05)	(\$29.90) PBM-3-16-2008
001526	2/26/2008	\$44.05	\$30.80 PBM-3-16-2008
849384	2/26/2008	(\$153.79)	(\$13.15) PBM-3-16-2008
007208	2/25/2008	(\$98.40)	(\$77.90) PBM-3-16-2008
007208	2/25/2008	\$98.40	\$84.11 PBM-3-16-2008

5131	2/25/2008	(\$19.73)	(\$10.47)	PBM-3-16-2008
3801	2/24/2008	(\$142.61)	(\$121.36)	PBM-3-16-2008
5818	2/22/2008	(\$35.91)	(\$5.96)	PBM-3-16-2008
5818	2/22/2008	\$35.91	\$6.86	PBM-3-16-2008
5818	2/22/2008	(\$13.53)	(\$5.80)	PBM-3-16-2008
5818	2/22/2008	\$13.53	\$6.70	PBM-3-16-2008
5535	2/22/2008	(\$54.13)	(\$7.39)	PBM-3-16-2008
15337A	2/22/2008	(\$54.48)	(\$6.70)	PBM-3-16-2008
968729	2/21/2008	(\$1,520.09)	(\$672.23)	PBM-3-16-2008
968729	2/21/2008	(\$2,141.29)	(\$1,792.53)	PBM-3-16-2008
6141	2/19/2008	(\$45.99)	(\$18.68)	PBM-3-16-2008
12229D	2/18/2008	(\$11.52)	(\$3.63)	PBM-3-16-2008
235040	2/14/2008	(\$35.12)	(\$9.64)	PBM-3-16-2008
3942	2/13/2008	(\$31.07)	(\$21.01)	PBM-3-16-2008
3942	2/13/2008	\$31.07	\$21.91	PBM-3-16-2008
12558C	2/5/2008	(\$20.14)	(\$13.74)	PBM-3-16-2008
12558C	2/5/2008	\$106.17	\$84.80	PBM-3-16-2008
6679	1/25/2008	(\$10.88)	(\$4.57)	PBM-3-16-2008

<u>\$145,543.22</u>	<u>\$74,051.99</u>
---------------------	--------------------

DATE: March 20, 2008

AI#8528

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Indigent Health Care Program

ACCOUNT NUMBER: 8-1249-444-00-240-00X-8- XXX

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 Inter-departmental 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>		
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008- AID TO NONGOVT AGENCY	<b>(135,034.87)</b>
<b>TO</b>		
8-1249-444-00-240-003-8- 899	INDIGENT FY 2007-2008- CONTINGENCY	<b>135,034.87</b>
TOTAL BUDGET INCREASE (DECREASE)		<b>0.00</b>

REASON: Transfer needed to fund the following pending Invoices:

1. UTMB Faculty Group Practice in the amount of \$10,059.00
2. UTMB at Galveston in the amount of \$50,923.88
3. Data RX, invoice #DRx2352, in the amount of \$74,051.99 for the period of March. 1-15th, 2008

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

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

**AI-8639**  
**CIHCP**  
**CC REGULAR**

**6.D.**

**Date:** 04/01/2008  
**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
**Submitted For:** Dairen Sarmiento  
**Department:** HEALTH & HUMAN SERVICES DEPT.  
**Agenda Area:** Health & Human Services Dept.

---

**Information**

**CAPTION**

Approval to terminate service contract C-07-360-10-30 with Data Rx Management effective 4/1/08.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:**

**ACCT. #:**  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Court action requires no funding.

---

**Attachments**

Link: TERMINATION  
CONTRACT

Link: DATA RX

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/28/2008 09:43 AM	APRV
2	Rey Salazar	Rey Salazar	03/28/2008 10:08 AM	APRV
3	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Dairen Sarmiento  
Started On: 03/28/2008 08:09 AM  
Final Approval Date: 03/28/2008

---

## TERMINATION OF SERVICE CONTRACT C-07-360-10-30

This Termination of Service Contract C-07-360-10-30 (the "Termination") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2008 (the "Effective Date"), by and between Hidalgo County (the "County") and Data Rx Management, Inc. ("Data Rx") (each a "Party" and collectively "the Parties");

### WITNESSETH

WHEREAS, the County and Data Rx have entered into a Service Contract, effective December 1, 2007, whereby the County agrees to engage Data Rx to provide online pharmacy billing services for the citizens of Hidalgo County, and Data Rx agrees to perform such services (the "Agreement"); and

WHEREAS, the County and Data Rx wish to immediately terminate the Agreement; and

WHEREAS, Section 14 of the Agreement allows either Party to terminate the Agreement without cause upon thirty (30) days written notice; and

WHEREAS, the County and Data Rx wish to amend the Agreement to permit immediate termination without cause upon mutual agreement of the Parties.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the receipt and adequacy of which are for all purposes acknowledged and confessed herein, the County and Data Rx hereby agree as follows:

- 1.0 Section 14 of the Agreement is hereby amended to permit immediate termination without cause upon mutual agreement of the Parties.
- 2.0 Effective herewith, the Agreement is terminated.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, have executed this Termination to be effective as of the day and year specified in this Termination, regardless of when executed by the Parties' authorized representatives.

**DATA RX:**

DATA RX MANAGEMENT, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY:**

HIDALGO COUNTY

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge


Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:  \_\_\_\_\_

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Termination to be effective as of the day and year specified in this Termination, regardless of when executed by the Parties' authorized representatives.

**DATA RX:**

DATA RX MANAGEMENT, INC.

By: Don Chyan  
\_\_\_\_\_  
\_\_\_\_\_

Date: 1/28/2008  
\_\_\_\_\_

**COUNTY:**

HIDALGO COUNTY

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_

**AI-8554**

**7.A.**

**Approval of 2008 Rural Emergency Services Contract  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Yolanda Orozco, EMERGENCY SERVICES DIVISION

**Submitted For:** A.A. Tony Pena, Jr.

**Department:** EMERGENCY SERVICES DIVISION

**Agenda Area:** Emergency Services Division

---

**Information**

**CAPTION**

Fire Marshal's Office:

Discussion, consideration, and approval of the 2008 Rural Emergency Services Contract with the City of Mercedes.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 8-1100-422-20-300-013-0-841

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$41,745.00 as of 3/26/08.

---

**Attachments**

Link: [Mercedes.2008 Contract](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 07:40 AM	APRV
2	Dale Kennan	Dale Kennan	03/26/2008 10:15 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:13 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 02:44 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 02:53 PM	APRV

Form Started By: Yolanda Orozco  
Started On: 03/25/2008 02:33 PM

Final Approval Date: 03/28/2008

---

State of Texas

County of Hidalgo

### RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 19<sup>th</sup> day of February 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the Mercedes, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1<sup>st</sup> day of January 2008.

#### I. TERMS

- A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.
- B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- ~~D. On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~ J.Q.
- E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal. ~~\_\_\_\_\_~~

#### II. DEFINITIONS

- A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
  - 1. **Fire Fighting:**
    - a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed, an edifice or building of any kind.
    - b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance; any conveyance used in transporting passengers or merchandise by land, water or air.
    - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
    - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
  - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
  - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
  - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
  - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
  3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
  4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
  6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
  7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
  8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
  9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)
- B. Response Area:**
1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
  2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
- C. Hidalgo County Fire Marshal** - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.
- D. Deputy Fire Marshals** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.
- E. County Fire Investigators** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.
- F. Reimbursement Plan** - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.
- G. Primary City** - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

### III. CITY'S RESPONSIBILITIES

- A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

### IV. COUNTY'S RESPONSIBILITIES

- A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
  - a. Fire Safety Inspections
  - b. Plat/Plan Reviews
  - c. Commercial Building Inspections
  - d. Health Care Facility Inspections
  - e. Existing and New Construction Inspections
  - f. Development and Enforcement of County Fire Codes
  - g. Adult and Child Care Facilities
  - h. Burn permits for rural areas of the County
  
2. Investigations
  - a. Conduct Fire Investigations
  - b. Provide Information and Reports
  - c. Assists Sheriff in issuance of citations for fire code infractions
  
3. Fire Prevention
  - a. Plans, coordinates, and directs activities
  - b. Conducts Training as needed to fire departments
  - c. Acquires and maintains equipment
  - d. Conducts public education
  - e. Performs safety presentations
  
4. Rural Emergency Service Contract Administration
  
5. Administration of Deputy Fire Marshal(s)

## V. LIABILITY

- A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
  
- B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
  
- C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

## VI. REIMBURSEMENT PLAN

- A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15<sup>th</sup> day of the following month in which the emergency services were provided. If the 15<sup>th</sup> were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
  2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
  3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
    - a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
    - b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
- a. The rate of \$720.00 per call for the following calls shall apply during the term of this Contract.
- i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
  - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
  - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
  - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
  - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
  - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
  - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
  - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$575.00 per call for the following calls shall apply during the term of this Contract:
1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$345.00 per call for the following calls shall apply during the term of the Contract.
- i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene - only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES may notify fire departments for mutual aid.**
  - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
  - iii. **Rescue Call** - Recovery of any drowned victim(s)
  - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
  - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents -**  
To shut off gas and/or stand by for utility company(s)  
**(Where there is no fire or location)**
  - vii. **Explosion -** Where there is no fire or location
  - viii. **Electrical -** Any Electrical Pole and/or Transformer  
Explosion. Electrical wire down. **(Where there is no fire  
at location)**
  - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State,  
Federal Officers, and Hidalgo County Fire Marshal.  
**(Where there is no fire, Non-Emergency call(s))**
  - x. **Hazardous materials incident -** Responding to incidents  
at the First Responder Operational Level as defined by  
Environmental Protection Agency and/or Texas Natural  
Resource Conservation Commission. **(Under 35 gal.)**
- d. The rate of \$230.00 per call for the following calls shall apply  
during the term of this Contract:
- i. **Traffic Control -** Any calls strictly for traffic control  
duties.
- e. The rate of \$115.00 per call for the following calls shall apply  
during the term of this Contract:
- i. **Good Intent Calls -** Emergency Calls where fire personnel  
were not required to deal with the incident. (No services,  
investigation, or standby was needed.) Includes all fires  
that are out upon arrival.
  - ii. **Service Calls -** Unauthorized burning, smoke scare,  
mischievous or malicious calls, and system malfunctions  
requiring fire personnel to deal with the incident.  
(Investigation or standby for possible service due to  
potential accident)

## VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

## VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contact, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

## IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.
4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_\_

If to County: County of Hidalgo  
Attn. County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
P. O. Box 1356  
Edinburg, Texas 78540

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

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES in duplicate originals effective as of the day and year first written above.


CITY OF Mercedes

February 19, 2008

Date:

By: Joel Quintanilla  
Mayor

ATTEST:

  
City Secretary  
Arcelia L. Felix

COUNTY OF HIDALGO

Date:


J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

  
By: Stephen L. Crain

## County of Hidalgo

### Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____	
DATE: _____	ALARM TIME: _____	ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____		REQUESTING PERSON: _____	

CALLER NAME: _____	METHOD OF ALARM: _____ 911
CALLER ADDRESS: _____	OTHER: _____ PHONE: _____
CALLER PHONE: _____	WALK-IN: _____

INCIDENT LOCATION: _____	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

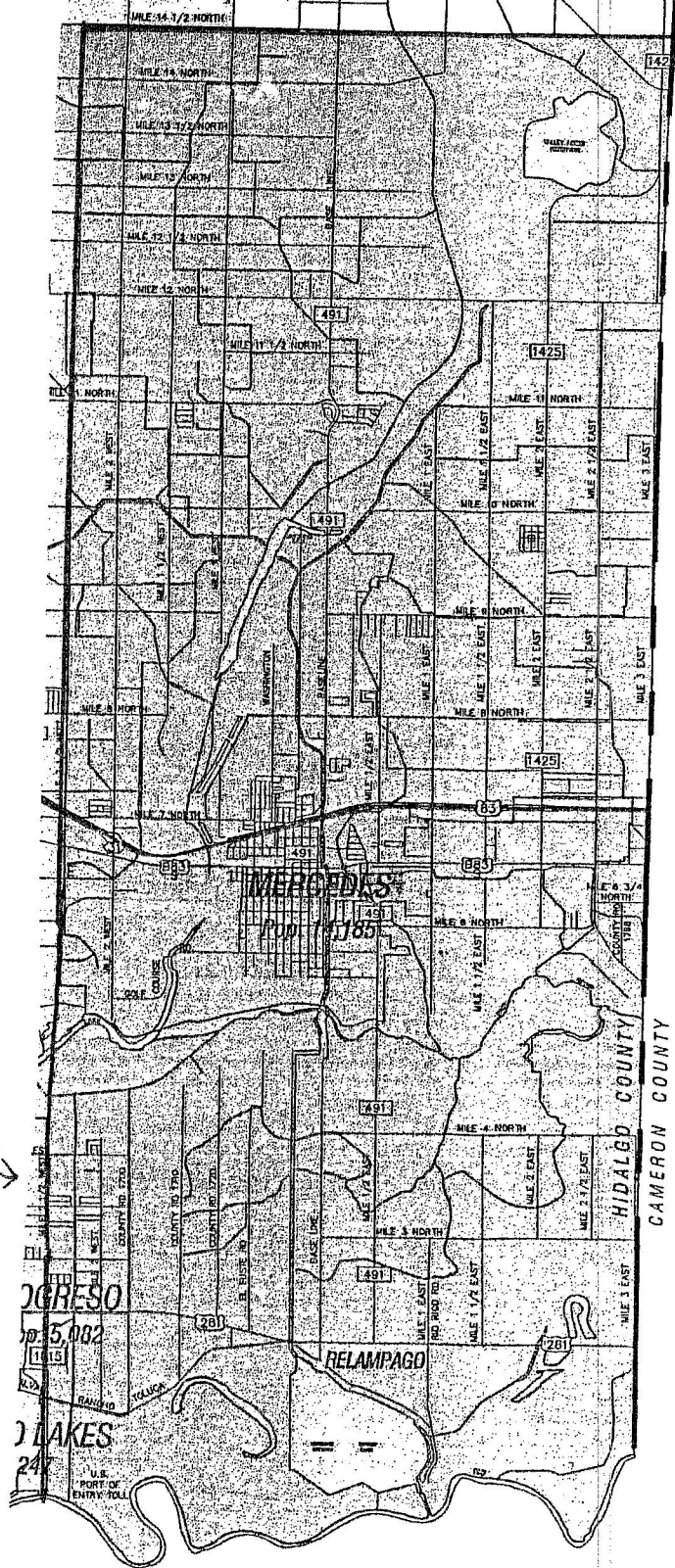
UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES NO:

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____ FIRE CHIEF

REIMBURSEMENT REQUESTED:	\$115	\$230	\$345	\$575	\$720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	\$115	\$230	\$345	\$575	\$720

Mile  
2 1/2 West



**AI-8463**  
**Membership Dues**  
**CC REGULAR**

**8.A.**

**Date:** 04/01/2008  
**Submitted By:** Angie Chapa, LAW LIBRARY  
**Submitted For:** Angie Chapa  
**Department:** LAW LIBRARY

---

**Information**

**CAPTION**

Requesting approval to renew 2008 membership dues to American Association of Law Libraries in the amount of \$229.00

**BACKGROUND**

Invoice#24866 Dues Period June 1 2008 - May 31 2009

---

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1247-412-50-100-001-0-810  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 3/20/08 \$271.00

---

**Attachments**

Link: [#8463 \(4/1/08\)](#)  
[Membership](#)

Link: [#8463 \(4/1/08\) Affidavit](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/20/2008 07:28 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/20/2008 09:59 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 10:30 AM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 11:34 AM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:00 PM	APRV

Form Started By: Angie Chapa

Started On: 03/18/2008 12:48 PM

Final Approval Date: 03/28/2008

---



# American Association of Law Libraries

MAXIMIZING THE POWER OF THE LAW LIBRARY COMMUNITY SINCE 1906

**Payment Address:**

94340 Eagle Way, Chicago, IL 60678-9430

Phone: (312) 939-4764

Fax: (312) 431-1097

AALL Taxpayer ID: 36-2536424

www.aallnet.org

Please make any necessary corrections. Please print clearly.

## Dues Invoice

Invoice Date: 3/10/2008

Record Number: 24866

Dues Period: June 1, 2008 - May 31, 2009

Ms. Angie Z. Chapa  
Law Librarian  
Hidalgo County Law Library  
100 N. Clossner-Courthouse  
Edinburg, TX 78539

DESCRIPTION	DUES	SIS @ \$15 EA	TOTAL
Chapa, Angie (SIS: 12)	\$214.00	\$15.00	\$229.00

INVOICE RECEIVED BY:

Azchapa on 3-17-08

GOODS/SERVICES RECEIVED BY:

Azchapa on 3-17-08

8-1247-412. 50-100-001-0-810

Reg.#

Membership of individuals billed and remitted on this invoice may be retained and assigned at the discretion of the remitting Institution.

Have questions about your membership? Email us at [membership@aall.org](mailto:membership@aall.org)

**DUES ARE PAYABLE ON OR BEFORE JUNE 1.  
REMIT INVOICE WITH PAYMENT TO AVOID  
DELAYS IN PROCESSING YOUR DUES.**

INVOICE SUBTOTAL	\$229.00
ADDITIONS (See Instructions on Back)	
SUBTRACTIONS (See Instructions on Back)	
INVOICE SUBTOTAL	

### PAYMENT METHOD

Make Payable in U.S. funds to American Association of Law Libraries

Check Enclosed: # \_\_\_\_\_

Charge My Credit Card:

Visa  MasterCard  American Express

Cardholder's Name \_\_\_\_\_

Expiration Date \_\_\_\_\_ CVV# \_\_\_\_\_

Card Number \_\_\_\_\_

Authorizing Signature \_\_\_\_\_

white copy: remittance copy, send with payment  
yellow copy: for your records

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Angie Z. Chapa, do hereby state that my membership in the American Association of Law Libraries 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: Angie Z. Chapa  
TITLE: Law Librarian

DATE: 3/19/08

Before me GINNA ALVAREZ, a Notary Public, appeared Angie Z. Chapa, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



GINNA ALVAREZ  
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-8533**

**9.A.**

**Approval of Credit Card Invoices for Payment  
CC REGULAR**

Date: 04/01/2008  
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.  
Submitted For: Alma Ybarra  
Department: GEN. GOVT. BLDGS.

Information

**CAPTION**

Approval to pay the following purchase orders (invoices) with authority for County Treasurer to issue checks after review, audit, and processing procedures are completed by County Auditor:

**Home Depot:**

P.O. # 597433 (Inv.5042044), 597581 (Inv. 9171382), 597758 (Inv.6015096), 597757(Inv.6015095), 598214(Inv. 92843), 598119 (Inv.560643), 598361 (Inv.9092879), 598445 (Inv.6171484), 595511 (Inv.8171146), 596289 (Inv.1171190), 596461(Inv.7024703), 596334 (Inv.5171225), 596571 (Inv.7171281), 596462(Inv.4171286), 596570 (Inv.4201679-4900002), 596803(Inv.70006).

**Office Max:**

P.O. # 597699 (Inv.0264000027567), 597843 (Inv.0264000016845).

**Broadway Hardware:**

P.O.#597352 (Inv. 5685860), 597087 (Inv. 2121171).

**Lowe's:**

P.O.#595721 (Inv. 915467).

**BACKGROUND**

All original PO's are going to be submitted to the Auditor's office for payment as per Alma Ybarra from B & G Dept (IC 3-28-08).

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: Various-dept #220 B & G  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available for all pending PO's as of 3-28-08.

Attachments

Link: [B & G PO's](#)

Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/24/2008 03:04 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/28/2008 02:05 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:15 PM	APRV
4	Court Administrator	Monica Badillo	03/28/2008 02:25 PM	APRV

Form Started By: Alma Ybarra

Started On: 03/24/2008 09:05 AM

Final Approval Date: 03/28/2008

---



PO Number 597758  
 PO Date 01-23-2008  
 Requisition No 00125591  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

PO Total 112.20  
 Payment Total

Detail	Header	Payment Info	Journals
--------	--------	--------------	----------

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	1		PROOF COIL CHAIN REEL 50FT	92.230	92.23
2	1		BOLT CUTTERS 24IN	19.970	19.97
				<b>Total</b>	<b>112.20</b>

Account Number	Description	Amount	Amount Lig
8-1100-419-40-220-002-0-663	BLDG MINOR ST-SMALL TOOLS	112.20	.00

PO Number **597757**  
 PO Date 01-23-2008  
 Requisition No 00125578  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

PO Total **302.18**  
 Payment Total

Detail		Header	Payment Info	Journals			
		Quantity					
Line No	Ordered	Received	Description	Unit Price	Amount		
1	2		COIL ROOF NAIL 1IN 7-2M GALV. (NAILS FOR NAIL GUN)	26.590	53.18		
2	1		RIDGID PNMATIC 1-3/4 ROOF COIL NAIL ( NAIL GUN)	249.000	249.00		
					<b>Total</b>	<b>302.18</b>	
Account Number	Description			Amount	Amount Liq		
8-1100-419-40-220-002-0-663	BLDG MINOR ST-SMALL TOOLS			249.00	.00		
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES			53.18	.00		

PO Number **598214**  
 PO Date 01-30-2008  
 Requisition No 00126120  
 Owner AYBARRA  
 PO Type  
 Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NY 88901-6031

**PO Total 72.91**  
**Payment Total**

Detail	Header	Payment Info	Journals
--------	--------	--------------	----------

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	1		VIGORO FORGED MANLIRE FORK-5 ( YARD TOOLS)	29.970	29.97
2	1		VIGORO 24 STEEL TINE RAKE	12.970	12.97
3	1		VIGORO 10 TINE FORGED BEDDING RAKE	29.970	29.97
				<b>Total</b>	<b>72.91</b>

Account Number	Description	Amount	Amount Liq
8-1100-419-40-220-001-0-663	GEN GOVY BLDG-SMALL TOOLS	72.91	.00



PO Number **598119**  
 PO Date 01-29-2008  
 Requisition No 00126032  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

PO Total 22.76  
 Payment Total

Detail    Header    Payment Info    Journals

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	4		#10 12X1IN CONICAL ANCHORS SMS	5.690	22.76
<b>Total</b>					<b>22.76</b>

Account Number	Description	Amount	Amount Lig
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES	22.76	.00



PO Number **598445**  
 PO Date 02-01-2008  
 Requisition No 00126349  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NY 88901-6031

PO Total **529.84**  
 Payment Total

Detail		Header		Payment Info	Journals
		Quantity			
Line No	Ordered	Received	Description	Unit Price	Amount
1	4		FLOORING KNEEPAD ( PROTECTIVE KNEE PADS)	16.980	67.92
2	5		9X11 3X SHEET 220-VF JP ( SANDING PAPER)	12.970	64.85
3	5		3X9X11 CONTRACTOR PK 150GRIT 20 PK(SANDING PAPER)	12.970	64.85
4	5		9X11 3X SHEET 120M-JP(SANDING PAPER)	12.970	64.85
5	5		9X11 3X SHEET 100M JP(SANDING PAPER)	12.970	64.85
6	5		9X11 3X SHEET 80C- JP (SANDING PAPER)	12.970	64.85
7	5		3PC PERF SSELCT SLVR BLISTER ( PAINT BRUSH)	11.970	59.85
8	3		5PK 6IN SZL BLD 14TP-M ( SAW BLADES FOR STEEL)	12.970	38.91
9	3		5PK 6IN SZL BLD 18TP-M ( SAW BLADES FOR STEEL)	12.970	38.91
				<b>Total</b>	<b>529.84</b>
Account Number	Description			Amount	Amount Lig
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES			384.10	.00
8-1100-419-40-220-001-0-663	GEN GOVT BLDG-SMALL TOOLS			77.82	.00
8-1100-419-40-220-001-0-613	GEN GOVT BLDG-SAFETY SUPPLIES			67.92	.00

PO Number **595511**  
 PO Date **12-05-2007**  
 Requisition No **00122660**  
 Owner **AYBARRA**  
 PO Type

Vendor No **291374**  
 Vendor Name **HOME DEPOT CREDIT SERVICES**  
 Address **DEPT. 32-2502723509**  
**P.O. BOX 6031**  
**THE LAKES, NV 88901-6031**

**PO Total 151.64**  
**Payment Total 97.85**

Detail		Header	Payment Info	Journals	
		Quantity			
Line No	Ordered	Received	Description	Unit Price	Amount
1	1		2' HUB (PART FOR ELECTRICAL PANEL BOX)	8.970	8.97
2	1		MINI FUSE PACK	16.970	16.97
3	6		RIBBED ANCHORS	7.470	44.82
4	1		26WATT ANGLE FLUORESCENT LIGHT	29.970	29.97
5	3		6OUTLET SURGE MASTER	16.970	50.91
<b>Total</b>					<b>151.64</b>
Account Number	Description			Amount	Amount Lig
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES			151.64	97.85



PO Number **596289**  
 PO Date 12-20-2007  
 Requisition No 00123458  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NY 88901-6031

**PO Total 668.26**  
**Payment Total 548.35**

- Detail
- Header
- Payment Info
- Journals

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	4		HYDRAULIC JACK 13 TONS- 6000LBS	39.970	159.88
2	1		6 TON BOTTLE JACK 6000LBS	19.930	19.93
3	1		12 TON BOTTLE JACK 12,000 LBS	35.970	35.97
4	1		20 TON BOTTLE JACK 20, 000LBS	49.870	49.87
5	10		2-1/2 GALLON STINGER WET/DRY VAC	28.970	289.70
6	1		3 TON JACK STAND	19.710	19.71
7	5		36' RIPPING BAR	9.980	49.90
8	5		24' RIPPING BAR	8.660	43.30
				<b>Total</b>	<b>668.26</b>

Account Number	Description	Amount	Amount Lig
8-1100-419-40-220-001-0-664	GEN GOVT BLDG-OTHER MINOR EQUIPMENT	575.06	455.15
7-1100-419-40-220-002-0-663	BLDG MINOR ST-SMALL TOOLS	93.20	93.20



PO Number 596461  
 PO Date 01-02-2008  
 Requisition No 00123741  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NY 88901-6031

PO Total 9.04  
 Payment Total

Detail		Header	Payment Info	Journals		
Line No	Quantity Ordered	Quantity Received	Description	Unit Price	Amount	
1	1		SHEET MTL SCREW HEX-HHD 8X3/4	4.870	4.87	
2	1		SHEET MTL SCREW PAN-PH 6X1	4.170	4.17	
<b>Total</b>						<b>9.04</b>
Account Number	Description			Amount	Amount Lig	
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES			9.04	.00	



PO Number **596334**  
 PO Date 12-26-2007  
 Requisition No 00123531  
 Owner AYBARRA  
 PO Type  
 Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

**PO Total 100.91**  
**Payment Total 100.11**

Detail	Header	Payment Info	Journals
--------	--------	--------------	----------

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	5		WEDGE ANCHOR 3/8X2 1/4 15PK	10.470	52.35
2	8		2' CORNER BRACE SATIN BRASS 4PK (BRACKET)	2.590	20.72
3	4		3/8X4X6 BOSCH HAMMER CARBIDE BIT	6.960	27.84
4	1		0 02/05/08 LIQ PO B# 489 S.S.		.00
<b>Total</b>					<b>100.91</b>

Account Number	Description	Amount	Amount Lig
7-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES	73.07	73.07
7-1100-419-40-220-001-0-663	GEN GOVT BLDG-SMALL TOOLS	27.84	27.84



PO Number 596570  
 PO Date 01-04-2008  
 Requisition No 00124010  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

PO Total 139.40  
 Payment Total

Detail		Header	Payment Info	Journals		
		Quantity				
Line No	Ordered	Received	Description	Unit Price	Amount	
1	10		MOUNTING TAPE .75X350	9.470	94.70	
2	15		MOUNTING TAPE 1/2 X75	2.980	44.70	
					<b>Total</b>	<b>139.40</b>
Account Number	Description	Amount	Amount Lig			
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES	139.40	.00			

**PO Number** 398462  
**PO Date** 01-02-2008  
**Requisition No** 00123789  
**Owner** AYBARRA  
**PO Type**

**Vendor No** 291374  
**Vendor Name** HOME DEPOT CREDIT SERVICES  
**Address** DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

**PO Total** 441.00  
**Payment Total**

Detail		Header		Payment Info		Journals	
Line No	Quantity	Ordered	Received	Description	Unit Price	Amount	
1	60			A-B-C-CABINT & DRAWER LOCK	7.350	441.00	
<b>Total</b>						<b>441.00</b>	
Account Number	Description	Amount	Amount Lig				
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES	441.00	.00				

PO Number **596571**  
 PO Date **01-04-2008**  
 Requisition No **00124012**  
 Owner **AYBARRA**  
 PO Type

Vendor No **291374**  
 Vendor Name **HOME DEPOT CREDIT SERVICES**  
 Address **DEPT. 32-2502723509**  
**P.O. BOX 6031**  
**THE LAKES, NY 88901-6031**

**PO Total 690.41**  
**Payment Total**

Detail		Header	Payment Info	Journals		
Line No	Quantity	Ordered	Received	Description	Unit Price	Amount
1	5	5		1/4 BOSCH HAMMER DRIL BIT 5PK	14.970	74.85
2	5	5		3/8 X4X6 BOSCH GRANITE BIT	6.790	33.95
3	5	5		1/2 X4X6 BOSCH HAMMER DRILL BIT	9.290	46.45
4	5	5		14PC DEWALT TITANIUM PILOT POINT SET	19.970	99.85
5	5	5		3/32 DEWALT TITANIUM PILOT BIT 2PK	3.370	16.85
6	5	5		1/8 DEWALT TITANIUM PILOT BIT 2PK	3.830	19.15
7	5	5		5/32 DEWALT TITANIUM PILOT BIT	3.860	19.30
8	5	5		3/16 DEWALT TITANIUM PILOT BIT	4.380	21.90
9	5	5		7/32 DEWALT TITANIUM BIT	4.680	23.40
					<b>Total</b>	<b>690.41</b>
Account Number	Description	Amount	Amount Liq			
8-1100-419-40-220-002-0-663	BLDG MINOR ST-SMALL TOOLS	690.41	.00			



PO Number **596803**  
 PO Date 01-07-2008  
 Requisition No 00124311  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NY 88901-6031

PO Total **53.78**  
 Payment Total

Detail		Header	Payment Info	Journals		
Quantity						
Line No	Ordered	Received	Description	Unit Price	Amount	
1	4		RIBBED ANCHORS	7.470	29.88	
2	2		BAG 25SCREWS 1/2 CAT WASHERS	3.150	6.30	
3	20		5/16X2 SCREWS	.240	4.80	
4	20		5/16X 2 1/2 SCREWS	.290	5.80	
5	2		5/16 BAG CUT WASHERS	1.800	3.60	
6	20		5/16X 1 1/2 FENDER WASHER	.170	3.40	
<b>Total</b>					<b>53.78</b>	
Account Number	Description			Amount	Amount Liq	
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES			53.78	.00	



PO Number 598361  
 PO Date 01-31-2008  
 Requisition No 00126298  
 Owner AYBARRA  
 PO Type

Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NY 88901-6031

PO Total 42.28  
 Payment Total

Detail		Header	Payment Info	Journals		
Line No	Quantity	Ordered	Received	Description	Unit Price	Amount
1	3			1/2 PVC EL 90D SXFPT PIPE	.350	1.05
2	3			1/2 90DEG ELL SXS S40 CC ELBOW	.280	.84
3	2			1/2 PVC SIDE OUTLET EL SXSXFPT COUPLINGS	1.240	2.48
4	3			1/2 PVC TEE SXSXFPT	.510	1.53
5	4			PB110 1/2 X1/4 BRASS PIPE BUSHING	2.590	10.36
6	2			PB110 1/2 X3/8 BRASS PIPE BUSHINGH	2.250	4.50
7	2			PB113 3/8 X 2 NIPPLE	3.200	6.40
8	1			PB48 1/2X2 FLAR HALF UNION	2.440	2.44
9	1			GAS CONN 3/8ID 1/2 FIPX172 MIPX36	12.680	12.68
					<b>Total</b>	<b>42.28</b>
Account Number	Description	Amount	Amount	Liq		
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES	42.28		.00		

PO Number **597433**  
 PO Date **01-16-2008**  
 Requisition No **00125133**  
 Owner **AYBARRA**  
 PO Type

Vendor No **291374**  
 Vendor Name **HOME DEPOT CREDIT SERVICES**  
 Address **DEPT. 32-2502723509**  
**P.O. BOX 6031**  
**THE LAKES, NV 88901-6031**

PO Total **248.68**  
 Payment Total

Detail		Header		Payment Info	Journals
Quantity					
Line No	Ordered	Received	Description	Unit Price	Amount
1	1		DEWALT SMALL ANGLE GRINDER	89.000	89.00
2	1		ADJ PRO FOLDING STEEL SAWHORSE	159.680	159.68
				<b>Total</b>	<b>248.68</b>
Account Number	Description			Amount	Amount Lig
8-1100-419-40-220-002-0-663	BLDG MINOR ST-SMALL TOOLS			248.68	.00

PO Number **597581**  
 PO Date 01-18-2008  
 Requisition No 00125331  
 Owner AYBARRA  
 PO Type  
 Vendor No 291374  
 Vendor Name HOME DEPOT CREDIT SERVICES  
 Address DEPT. 32-2502723509  
 P.O. BOX 6031  
 THE LAKES, NV 88901-6031

PO Total 239.04  
 Payment Total

Detail		Header	Payment Info	Journals		
Line No	Quantity	Ordered	Received	Description	Unit Price	Amount
1	24			PRO FLOUR ORANGE MARK SPRAY PAINT	4.970	119.28
2	6			ADJ PRO FOLDING STEEL SAWHORSE	19.960	119.76
					<b>Total</b>	<b>239.04</b>
Account Number				Description	Amount	Amount Liq
8-1100-419-40-220-002-0-663				BLDG MINOR ST-SMALL TOOLS	119.76	.00
8-1100-419-40-220-001-0-671				GEN GOVT BLDG-BLDG R&M SUPPLIES	119.28	.00



PO Number 597087  
PO Date 01-10-2008  
Requisition No 00124646  
Owner AYBARRA  
PO Type

Vendor No 4286  
Vendor Name BROADWAY HARDWARE & GIFTS  
Address PERSONAL CHARGE ACCOUNTS  
P. O. BOX 1218  
KINGSVILLE, TX 78364-1218

PO Total 14.95  
Payment Total

Detail		Header		Payment Info		Journals	
Line No	Quantity		Description	Unit Price	Amount		
	Ordered	Received					
1	5		2 X 3/8 CORNER BRACES ( BRACES FOR CABINET CORNERS)	2.990	14.95		
<b>Total</b>					<b>14.95</b>		
Account Number			Description	Amount	Amount Liq		
8-1100-419-40-220-001-0-671			GEN GOVY BLDG-BLDG R&M SUPPLIES	14.95	.00		

PO Number 595721  
 PO Date 11-10-2007  
 Requisition No 00122843  
 Owner AYBARRA  
 PO Type

Vendor No 309117  
 Vendor Name LOWE'S  
 Address P. O. BOX 530954  
 ATLANTA, GA 30353-0954

PO Total 114.97  
 Payment Total

Detail		Header	Payment Info	Journals		
		Quantity				
Line No	Ordered	Received	Description	Unit Price	Amount	
1	1		MINI WINDOW BLIND	64.000	64.00	↑
2	3		MEG LIGHT (FLASH LIGHT)	16.990	50.97	↓
					<b>Total</b>	<b>114.97</b>
Account Number	Description	Amount	Amount	Liq		
8-1100-419-40-220-001-0-671	GEN GOVT BLDG-BLDG R&M SUPPLIES	64.00		.00		↑
8-1100-419-40-220-001-0-613	GEN GOVT BLDG-SAFETY SUPPLIES	50.97		.00		↓



PO Number **587832**  
 PO Date 01-15-2008  
 Requisition No 00124964  
 Owner AYBARRA  
 PO Type

Vendor No 4286  
 Vendor Name BROADWAY HARDWARE & GIFTS  
 Address PERSONAL CHARGE ACCOUNTS  
 P. O. BOX 1218  
 KINGSVILLE, TX 78364-1218

PO Total **63.90**  
 Payment Total

Detail    Header    Payment Info    Journals

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	2		TAPE( FOR THE FLOOR)	21.990	43.98
2	8		SMALL LIGHT BULBS ( FOR COURT #1)	2.490	19.92
<b>Total</b>					<b>63.90</b>

Account Number	Description	Amount	Amount Lig
8-1100-419-40-220-001-0-671	GEN GOVY BLDG-BLDG R&M SUPPLIES	63.90	.00



PO Number **597843**  
 PO Date **01-24-2008**  
 Requisition No **00125723**  
 Owner **AYBARRA**  
 PO Type

Vendor No **204749**  
 Vendor Name **OFFICE MAX**  
 Address **400 E. EXPRESSWAY 83**  
**MCALLEN, TX 78504**

**PO Total 92.98**  
**Payment Total**

Detail		Header	Payment Info	Journals		
Line No	Quantity		Description	Unit Price	Amount	
	Ordered	Received				
1	1		SAN DISK MEMORY ( CAMERA DISK)	79.990	79.99	
2	1		DESIGN WORK ( CAMERA CASE)	12.990	12.99	
<b>Total</b>					<b>92.98</b>	
Account Number			Description	Amount	Amount Lig	
8-1100-419-40-220-001-0-601			GEN GOV'T BLDG-OFFICE SUPPLIES	92.98	.00	



PO Number **597699**  
 PO Date **01-22-2008**  
 Requisition No **00125431**  
 Owner **AYBARRA**  
 PO Type

Vendor No **204749**  
 Vendor Name **OFFICE MAX**  
 Address **400 E. EXPRESSWAY 83**  
**MCALLEN, TX 78504**

**PO Total 318.93**  
**Payment Total**

Detail		Header	Payment Info	Journals		
Line No	Quantity Ordered	Quantity Received	Description	Unit Price	Amount	
1	1		#043345221454 PORTFOLIO	39.990	39.99	
2	3		#619659055710 SAN DISK MEMORY (FOR CAMERA)	79.990	239.97	
3	3		#08554065207 DESIGN WORK	12.990	38.97	
<b>Total</b>					<b>318.93</b>	
Account Number	Description	Amount	Amount Lig			
8-1100-419-40-220-001-0-601	GEN GOV'T BLDG-OFFICE SUPPLIES	318.93	.00			

**AI-8596**  
**Cell Phone Request Form**  
**CC REGULAR**

**10.A.**

**Date:** 04/01/2008  
**Submitted By:** Griselda Salazar, IT DEPARTMENT  
**Submitted For:** Renan Ramirez  
**Department:** IT DEPARTMENT  
**Agenda Area:** IT Department

---

**Information**

**CAPTION**

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Forms for the following elected official(s), department head(s), program director(s) and employee(s) as indicated and further detailed in following attachment:

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1200-431-00-122-004-0-532  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 3-28-08 \$600.00. Co. Shop Pct. 2

Cell Phone equipment is free for new activations as per Gris Guerra from IT Dept (Current Cell Phone Contract w/ Sprint).

Cell Phone Service Plan is \$55.00/month for 1,000 minutes.

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1100-441-00-340-001-0-532  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 3-28-08 \$11,800.00 -Health Dept Admin.

Cell Phone equipment is free for new activations as per Gris Guerra from IT Dept (Current Cell Phone Contract w/ Sprint).

Cell Phone Service Plan is \$55.00/month for 1,000 minutes.

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1100-412-00-090-001-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y/pending      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance for object code 664 "Other Minor Equipment" \$2,044.16 as of 3-28-08 to cover purchase of Data Card. Cost of Data Card is \$99.99.

Funding for the internet services for the data card is pending approval of line item transfer for \$600.00, AI 8609 consent agenda.

Service plan for Data Card is \$55.00/month.

---

### **Attachments**

Link: [Cell Phone Request Forms](#)

Link: [Cell Phone Request Form](#)

Link: [Cell Phone Request Form](#)

---

### **Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:25 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/28/2008 08:44 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:37 PM	APRV
4	Martha Salazar		03/28/2008 04:28 PM	NEW

Form Started By: Griselda Salazar      Started On: 03/26/2008 02:50 PM

Final Approval Date: 03/28/2008

---

**CELLULAR PHONE REQUEST FORM**  
**HIDALGO COUNTY, TEXAS**

(1) Type of Request:

Phone and service (NEW)  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_-\_\_\_\_)  Delete Service  
 Plan change  Other \_\_\_\_\_

---

(2) Requesting employee/position: Edward Jimenez  
Employee ID #: 072486 Office: At. 2 CWS Budget Acct. #: 81200-43100-122-004-0-532

---

(3) Type of duties: Driver


Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Works with all the Precincts

---

(5) Anticipated usage in minutes per month (check only one):

 Sprint	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <sup>BE</sup> 1100 <sup>1000</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Cost	\$33.75	\$53.30 <sup>55.00</sup>	\$65.60	\$82.00	\$94.30	\$110.70

---

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently

---


(7) Cell phones come with desktop charger. Additional accessories needed:  
Car charger  Carrying case  Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	<u>Hector Palacios</u>	<u>3/18/08</u>
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)  Delete Service  
 Plan change  Other \_\_\_\_\_

---

(2) Requesting employee/position: Nora Gonzales, Permit Clerk  
Employee ID #: 102954 Office: Health Budget Acct. #: 8-1100-441-00-001-0-532

---

(3) Type of duties:


Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Dispatches all calls to Animal Control Officers and Health Inspectors

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100 <sup>BE 1000</sup>	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.30 <del>\$55.04</del>	\$65.60	\$82.00	\$94.30	\$110.70

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently when attending meetings

---

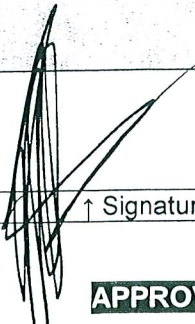
(7) Cell phones come with desktop charger. Additional accessories needed:  
Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_\_)
  Delete Service  
 Plan change
  Other \_\_\_\_\_

---

(2) Requesting employee/position: Leticia Herrera, Receptionist

Employee ID #: 138487 Office: Health Budget Acct. #: 8-1100-441-00-001-0-532

---

(3) Type of duties:


Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Dispatches all calls to Animal Control Officers and Health Inspectors

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/> 500	<input checked="" type="checkbox"/> <sup>Be</sup> 1100 <sup>1000</sup>	<input type="checkbox"/> 1400	<input type="checkbox"/> 2000	<input type="checkbox"/> 2500	<input type="checkbox"/> 3500
Plan Cost	\$33.75	\$53.30 <sup>\$5.00</sup>	\$65.60	\$82.00	\$94.30	\$110.70

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently when attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:

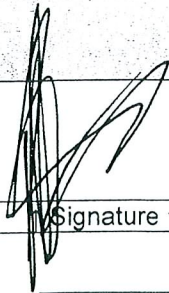
Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Phone and service (NEW)                         | <input type="checkbox"/> User Name Change |
| <input type="checkbox"/> Phone and service (Porting/Existing number: 956-____-____) | <input type="checkbox"/> Delete Service   |
| <input type="checkbox"/> Plan change  | <input type="checkbox"/> Other _____      |

(2) Requesting employee/position: Mario Sanchez, Health & OSSF Inspector


Employee ID #: 127272 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	<del>1100</del> <sup>BE</sup> 1000	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del> <sup>\$55.00</sup>	\$65.60	\$82.00	\$94.30	\$110.70

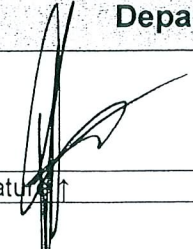
(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

**CELLULAR PHONE REQUEST FORM**  
HIDALGO COUNTY, TEXAS

(1) Type of Request:

- Phone and service (NEW)
- Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)
- Plan change
- User Name Change
- Delete Service
- Other \_\_\_\_\_

(2) Requesting employee/position: Jose Gonzales, Health & OSSF Inspector


Employee ID #: 095923 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties
- On-call duties
- Law Enforcement
- Emergency Response
- Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1000	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$35.00

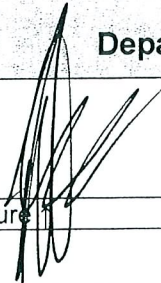
(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**



Eduardo Olivarez, CAO

03/11/08

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Phone and service (NEW)<br><input type="checkbox"/> Phone and service (Porting/Existing number: 956-____-____)<br><input type="checkbox"/> Plan change | <input type="checkbox"/> User Name Change<br><input type="checkbox"/> Delete Service<br><input type="checkbox"/> Other _____ |
|--|--|

(2) Requesting employee/position: Ruben Hernandez, Health & OSSF Inspector  
 Employee ID #: 133027 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties  
  On-call duties  
  Law Enforcement  
  Emergency Response  
  Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500	<del>1100</del> <b>BELOO</b>	1400	2000	2500	3500	
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$55.00

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**

↑ Signature ↑	Eduardo Olivarez, CAO ↑ Print Name ↑	03/11/08 ↑ Date Signed ↑
---------------	---	-----------------------------

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)
  Delete Service  
 Plan change
  Other \_\_\_\_\_

---

(2) Requesting employee/position: Luis Galvan, Health Inspector

Employee ID #: 093661 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:


Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

---

(5) Anticipated usage in minutes per month (check only one):

 Sprint	<input type="checkbox"/>	<input checked="" type="checkbox"/> <del>BEYOND</del>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	<del>1100</del>	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$66.00

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:

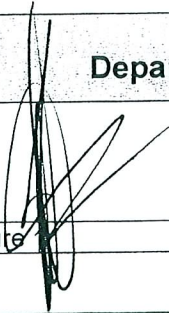
Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_\_)
  Delete Service  
 Plan change
  Other \_\_\_\_\_

---

(2) Requesting employee/position: Gary Keller, Health Inspector

Employee ID #: 133042 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500	<del>1100</del> 1400	1400	2000	2500	3500	1000
Plan Cost	\$33.75	<del>\$53.80</del> \$55.00	\$65.60	\$82.00	\$94.30	\$110.70

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_\_)
  Delete Service  
 Plan change
  Other \_\_\_\_\_

---

(2) Requesting employee/position: Rene Layton, Health Inspector

Employee ID #: 137936 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:


Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/> 500	<input checked="" type="checkbox"/> <del>1100</del> <u>2300</u>	<input type="checkbox"/> 1400	<input type="checkbox"/> 2000	<input type="checkbox"/> 2500	<input type="checkbox"/> 3500
Plan Cost	\$33.75	\$53.30 <u>\$55.00</u>	\$65.60	\$82.00	\$94.30	\$110.70

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:


Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

**CELLULAR PHONE REQUEST FORM**  
HIDALGO COUNTY, TEXAS

(1) Type of Request:

- Phone and service (NEW)
- Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)
- Plan change
- User Name Change
- Delete Service
- Other \_\_\_\_\_

(2) Requesting employee/position: Reymundo Martinez, Health Inspector


Employee ID #: 083119 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties
- On-call duties
- Law Enforcement
- Emergency Response
- Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - field work and occasional weekends and evening

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1400	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70

*Handwritten notes: "BE" and "55.00" are written over the 1400 minutes and cost columns.*

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**



Eduardo Olivarez, CAO

03/11/08

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)  Delete Service  
 Plan change  Other\_\_\_\_\_


(2) Requesting employee/position: Elizardo Ramos, Assistant Chief Inspector  
 Employee ID #: 033731 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business use only - Supervises Animal Control Officers that are on call 24/7 and Health Inspectors who work some weekends and evenings.

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70

*Handwritten notes: BE 1000, 55.00*


(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

HIDALGO COUNTY, TEXAS

(1) Type of Request:

- Phone and service (NEW)
- Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)
- Plan change
- User Name Change
- Delete Service
- Other \_\_\_\_\_

(2) Requesting employee/position: Rufino Farias, Inspector Coordinator


Employee ID #: 133825 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties
- On-call duties
- Law Enforcement
- Emergency Response
- Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - Assist with the supervision of the Animal Control Officer that are on call 24/7 and Health Inspectors that work some evenings and weekend

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100	1400	2000	2500	3500
Plan Cost	\$33.75	\$58.30	\$65.60	\$82.00	\$94.30	\$110.70

*Handwritten notes: BE, \$1000, \$55 PD*

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**



Eduardo Olivarez, CAO

03/11/08

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)  Delete Service  
 Plan change  Other \_\_\_\_\_

(2) Requesting employee/position: Ronnie Ramirez, Animal Control Officer/Vector Control  
 Employee ID #: 058998 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks) and spray on evening and weekends for vector control

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.20	\$65.60	\$82.00	\$94.30	\$110.70

*Handwritten notes: BE 1000, \$55.00*

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:  
 Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_-\_\_\_\_)  Delete Service  
 Plan change  Other \_\_\_\_\_

---

(2) Requesting employee/position: Rogelio Reyes, Animal Control Officer/Vector Control  
Employee ID #: 140864 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks) and spray on evening and weekends for vector control

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1400 <sup>BE</sup> <sub>1000</sub>	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$55.00

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:  
Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

For multiple phone requests, please continue on the following page.  
V3 - modified 01/13/05

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)
  Delete Service  
 Plan change
  Other\_\_\_\_\_

---

(2) Requesting employee/position: Jose Alvarez, Animal Control Officer/Vector Control

Employee ID #: 155314 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks) and spray on evening and weekends for vector control

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500	1100	1400	2000	2500	3500	
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

BE 1000  
\$55.00

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**

↑ Signature

Eduardo Olivarez, CAO

↑ Print Name ↑

03/11/08

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

## HIDALGO COUNTY, TEXAS

(1) Type of Request:

- Phone and service (NEW)
- Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)
- Plan change
- User Name Change
- Delete Service
- Other \_\_\_\_\_

(2) Requesting employee/position: Todd Buster, Animal Control Officer


Employee ID #: pending Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties
- On-call duties
- Law Enforcement
- Emergency Response
- Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks)

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$55.00

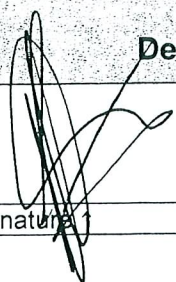
(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**



Eduardo Olivarez, CAO

03/11/08

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_



## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Phone and service (NEW)                         | <input type="checkbox"/> User Name Change |
| <input type="checkbox"/> Phone and service (Porting/Existing number: 956-____-____) | <input type="checkbox"/> Delete Service   |
| <input type="checkbox"/> Plan change  | <input type="checkbox"/> Other _____      |

(2) Requesting employee/position: Felipe Diaz, Animal Control Officer


Employee ID #: 115312 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

(3) Type of duties:

- Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks)

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	<del>4100</del> <sup>BE</sup> 1000	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70

\$35.00

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

#### Department Head / Elected Official



Eduardo Olivarez, CAO

03/11/08

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

## HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_)  Delete Service  
 Plan change  Other\_\_\_\_\_

---

(2) Requesting employee/position: Juan Jose Lopez, Animal Control Officer  
Employee ID #: 037796 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties  On-call duties  Law Enforcement  Emergency Response  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks)

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70

*Handwritten in red: BE 100, 1100, 100, 53.30*

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:  
Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

---

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_\_\_-\_\_\_\_\_)
  Delete Service  
 Plan change
  Other \_\_\_\_\_

---

(2) Requesting employee/position: Fabian Luevano, Animal Control Officer

Employee ID #: 080543 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks)

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500	1100	1400	2000	2500	3500	
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

~~\$53.30~~

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

#### Department Head / Elected Official

Eduardo Olivarez, CAO

03/11/08

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_-\_\_\_\_)
  Delete Service  
 Plan change
  Other \_\_\_\_\_

---

(2) Requesting employee/position: Salvador Luna, Animal Control Officer/Vector Control

Employee ID #: 086959 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - Animal Control Officer on duty 24/7 with the Sherrif Department for animal bites (every 6 weeks) and sprays weekend and evening for vector control

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500	<del>1100</del>	<u>1000</u>	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$55.00

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

## CELLULAR PHONE REQUEST FORM

### HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
  User Name Change  
 Phone and service (Porting/Existing number: 956-\_\_-\_\_\_\_)
  Delete Service  
 Plan change
  Other\_\_\_\_\_

---

(2) Requesting employee/position: Cynthia Orosco, Assistant TVFC Coordinator

Employee ID #: 141607 Office: Health Budget Acct. #: 8-1100-441-00-340-001-0-532

---

(3) Type of duties:

Offsite duties
  On-call duties
  Law Enforcement
  Emergency Response
  Other: \_\_\_\_\_

---

(4) Describe how cell phone will be used: Business Use Only - on call 24/7 for vaccine evacuation

---

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500	<del>1100</del>	<del>1400</del>	1400	2000	2500	3500
Plan Cost	\$33.75	<del>\$53.30</del>	\$65.60	\$82.00	\$94.30	\$110.70

\$55.00

---

(6) Will phone be used outside of the County of Hidalgo yes. If yes indicate where and how frequently  
When attending meetings

---

(7) Cell phones come with desktop charger. Additional accessories needed:  
 Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

---

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

#### Department Head / Elected Official

	Eduardo Olivarez, CAO	03/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

# CELLULAR PHONE REQUEST FORM

HIDALGO COUNTY, TEXAS

(1) Type of Request:

- |   |  |
|---|--|
| <input type="checkbox"/> Phone and service (NEW)                                    | <input type="checkbox"/> User Name Change                  |
| <input type="checkbox"/> Phone and service (Porting/Existing number: 956-____-____) | <input type="checkbox"/> Delete Service                    |
| <input type="checkbox"/> Plan change  | <input checked="" type="checkbox"/> Other <u>data card</u> |

(2) Requesting employee/position: Laura Hinojosa


Employee ID #: \_\_\_\_\_ Office: \_\_\_\_\_ Budget Acct. #: \_\_\_\_\_

(3) Type of duties:

- Offsite duties    On-call duties    Law Enforcement    Emergency Response    Other: \_\_\_\_\_

(4) Describe how cell phone will be used: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(5) Anticipated usage in minutes per month (check only one):

	<input type="checkbox"/> Other	<input type="checkbox"/> BE1000	<input checked="" type="checkbox"/> Data Plan	<input type="checkbox"/> Equipment Type	<input type="checkbox"/> Equipment Cost
Plan Cost	\$ _____	\$55.00	\$55.00	<u>Ovation U729</u>	\$ <u>99.99</u>

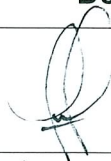
(6) Will phone be used outside of the County of Hidalgo \_\_\_\_\_. If yes indicate where and how frequently  
 \_\_\_\_\_

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger \_\_\_\_\_ Carrying case \_\_\_\_\_ Extra battery \_\_\_\_\_ Other: \_\_\_\_\_

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense \_\_\_\_\_

**Department Head / Elected Official**



Benito Ramirez

↑ Signature ↑

↑ Print Name ↑

↑ Date Signed ↑

**APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT**

**APPROVAL DATE :** \_\_\_\_\_

**AI-8593**  
**HIDTA Task Force**  
**CC REGULAR**

**11.A.**

**Date:** 04/01/2008  
**Submitted By:** Nelda Olivarez, HIDTA  
**Submitted For:** Dora L. Munoz, Commander  
**Department:** HIDTA  
**Agenda Area:** HIDTA - Task Force

---

**Information**

**CAPTION**

1. Requesting approval of the following listed items (bullet proof vests) be removed from the Task Force inventory and destroyed.

	Asset No.	Make	Model No.
a.	31336	Safariland	TS-3A-9404
b.	31337	Safariland	TS-3A-9404
c.	31338	Safariland	TS-3A-9404
d.	31339	Safariland	TS-3A-9404
e.	31340	Safariland	TS-3A-9404
f.	31341	Safariland	TS-3A-9404
g.	31342	Safariland	TS-3A-9404
h.	31343	Safariland	TS-3A-9404
i.	31344	Safariland	TS-3A-9404
j.	31345	Safariland	TS-3A-9404
k.	31346	Safariland	TS-3A-9404
l.	31347	Safariland	TS-3A-9404

2. Requesting approval of the following listed items (bullet proof vests) from the District Attorney's Office be removed from inventory and destroyed.

	Serial No.	Make	Model No.
a.	975204	Safariland	TS-3A-9404
b.	975470	Safariland	TS-3A-9404
c.	975473	Safariland	TS-3A-9404
d.	975201	Safariland	TS-3A-9404
e.	10954387	Second Chance	Comfort Lite IIA+

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** N/A

**ACCT. #:** N/A

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Approval to remove assets from inventory list only for both HIDTA and DA's office.  
Assets are in bad condition.

---

## Attachments

Link: [HIDTA Inventory List](#)

---

### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 03:21 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/28/2008 07:07 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 12:34 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 01:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:14 PM	APRV

Form Started By: Nelda Olivarez  
Started On: 03/26/2008 02:38 PM

Final Approval Date: 03/28/2008

---

**HIDALGO COUNTY, TEXAS  
ASSET TRANSFER FORM**

(use this form only for equipment that has the County's ID Tag)

(For transfer of non-tagged equipment, please contact the Fixed Assets Auditor at the County Purchasing Department)

	DEPARTMENT NAME	DEPT. NO	LOCATION
1. TRANSFER TO:	SURPLUS DEPT.		
2. TRANSFER FROM:	HIDTA TASK FORCE	7530	270

3.	DESCRIPTION OF ITEM	DATE PURCHASED	COST	INVENTORY TAG NUMBER	SERIAL NUMBER	MODEL NUMBER	CURRENT * CONDITION
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31336		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31337		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31338		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31339		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31340		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31341		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31342		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31343		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31344		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31345		TS-3A-9404	B
	SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/7/1997	\$1,042.88	31346		TS-3A-9404	B

\*a JUSTIFICATION FOR TRANSFER OF PROPERTY: ITEMS TO BE DECLARED SURPLUS AND DESTROYED ( AS PER GUIDELINES)

\*a NOTE: A valid reason to transfer the asset must be provided for this asset transfer form to be approved.

\*c For equipment being transferred to Surplus/Warehouse, please indicate the condition of the items as (a,b, or c) where ( a ) = good working condition, ( b ) = fair condition, and ( c ) = Item is broken and beyond repair.

4. The above transfer is hereby approved by the Purchasing Agent:

	_____ PRINT NAME	_____ SIGNATURE	_____ DATE
--	---------------------	--------------------	---------------

5. I hereby certify that our department does not have any further use for the equipment identified above

	Dora L. Munoz, Commander _____ PRINT NAME	<i>Dora L. Munoz</i> _____ SIGNATURE	3/27/08 _____ DATE
--	---	--	--------------------------

6. I hereby certify that I have received the above described equipment for our department/office:

	_____ PRINT NAME	_____ SIGNATURE	_____ DATE
--	---------------------	--------------------	---------------

7. I hereby certify that the above fixed assets are active in the County's Inventory System:

	_____ PRINT NAME	_____ SIGNATURE	_____ DATE
--	---------------------	--------------------	---------------

PURCHASING USE ONLY  
FUND AND CODE CHANGE

TO \_\_\_\_\_ FROM \_\_\_\_\_

HIDALGO COUNTY, TEXAS  
PURCHASING DEPARTMENT/FIXED ASSET DIVISION  
INVENTORY REPORT AS OF JANUARY 31, 2008

Note: This inventory is based on paperwork information and is still subject to physical inventory verification.

REQUESTED BY: Nelda Olivarez  
PREPARED BY: Juan M. Alvarado  
APPROVED BY: Aggie Garcia FA Mgr.  
DATE: 3/25/2008  
[CO DPT]: HIDTA [DPT NO] 270

ASSET NO	ASSET DESCRIPTION	ACQ DATE	SERIAL NUMBER	PO NO	QTY	HIST COST
24308	1 MOTOROLA DES SPECTRA	12/17/91	671ARW096	54072	1	3,000.00
24309	1 MOTOROLA DES SPECTRA	12/17/91		54072	1	3,000.00
24310	1 MOTOROLA DES SPECTRA	12/17/91		54072	1	3,000.00
24311	1 MOTOROLA DES SPECTRA	12/17/91		54072	1	3,000.00
24312	1 MOTOROLA DES SPECTRA	12/17/91		54072	1	3,000.00
24313	1 MOTOROLA DES SPECTRA	12/17/91	671ARW095	54072	1	3,000.00
24909	1 IBM MODEL 30	02/10/92	11RZ441	56305	1	1,021.00
25144	1 2 ITEMS TX-788 PAGER/ TX-2100	06/02/92	2383/33	59517	1	2,745.00
25247	1 DTK FEAT 3331-486 33 MHZ TOWER	07/31/92	222486190	62168	1	3,199.00
28417	1 PANASONIC-AG-6024 TIME LAPSE VCR	12/29/94	E4TA00122	84209	1	1,600.00
28418	1 PANASONIC KS 202 VIDEO SYSTEM LEA 5564	12/29/94	250221	84209	1	4,140.00
28572	1 DOUBLE PEDESTAL,DARK WALNUT FINISH	02/21/95			1	1,149.00
28573	1 DOUBLE PEDESTAL,DARK WALNUT FINISH	02/21/95		OVRDRN	1	1,149.00
30211	1 SKU-DELL LATITUDE NOTEBOOK 12.1 SVGA	07/23/96	6277346BYK1500A	107908	1	4,479.00
30511	1 DIMENSION XPS P133 MINI TOWER	12/17/96		214520	1	2,784.00
30513	1 DELL LATITUDE LM P133 NOTEBOOK	12/17/96	7147346BYK8995A	214520	1	3,579.00
31188	1 DELL LATITUDE LM P133MHZ NOTEBOOK 8MB	08/19/97	6277346BYK1503A	228147	1	3,021.00
31336	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31337	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31338	1 SAFARILAND BALLISTIC HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31339	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31340	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31341	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31342	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31343	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31344	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31345	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31346	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31347	1 SAFARILAND BALLISTIC-HYPERLITE LEVEL III	10/07/97		230398	1	1,042.88
31622	1 EXECUTIVE L SHAPE	01/30/98		228544	1	1,798.00
31623	1 SINGLE PEDESTAL DESK L SHAPE	01/30/98		228544	1	1,229.66
31624	1 DOUBLE LATERAL FILE CREDENZA	01/30/98		228544	1	1,447.00
31729	1 LAPTOP COMPUTER	06/29/99		278834	1	1,299.99
32365	1 MOSLER CLASS 6 5-DRAWER LEGAL	08/10/98		246786	1	2,456.10
32872	1 HEAVY DUTY SHREDDER	12/29/98		263988	1	1,979.20
33362	1 SAVIN 9920DP/ARDF/DPX/FIN-STAP	03/16/99			1	4,407.50
33450	1 HP DESIGNJET 450C	04/30/99			1	3,292.00
33685	1 NIGHT ENFORCER 260 BINOCL	07/12/99		278232	1	2,395.00
34422	1 UNITEL 2000 CELL INTELIG SYSTEM	02/22/00			1	7,617.75
34423	1 DIGITAL NOISE FILTER U-2000D	02/22/00		289279	1	1,517.75
34829	1 DELL XPS T700 MHZ-MINITOWER	06/20/00		302608	1	2,197.00
34830	1 DELL XPS T700MHZ-MINI TOWER	06/20/00		302608	1	2,197.00
34929	1 1993 CHEVY VAN-CUSTOM	07/06/00	1GCDG15H7PF301079		1	55,000.00
35471	1 H99DX ASTRO DIGITAL SPECTRA	07/31/00		299849	1	3,677.24
35472	1 H99DX ASTRO DIGITAL SPECTRA	07/31/00		299849	1	3,677.24
35473	1 H99DX ASTRO DIGITAL SPECTRA	07/31/00		299849	1	3,677.24
35474	1 H99DX ASTRO DIGITAL SPECTRA	07/31/00		299849	1	3,677.24

36269	1	SOFTWARE ANALYST NOTEBOOK	02/06/01		314073	1	7,040.00
36343	1	LATITUDE LAPTOP 850 MHZ	03/30/01			1	2,748.00
38825	1	OPTIPLEX GX260T MINI TOWER	10/31/02	3WPTZ11		1	1,000.00
38826	1	OPTIPLEX GX260T MINI TOWER	10/31/02	5WPTZ11		1	1,000.00
38827	1	OPTIPLEX GX260T MINI TOWER	10/31/02	8WPTZ11		1	1,000.00
38828	1	OPTIPLEX GX260T MINI TOWER	10/31/02	CWPTZ11		1	1,000.00
38829	1	OPTIPLEX GX260T MINI TOWER	10/31/02	GWPTZ11		1	1,000.00
38958	1	PENTIUM 4, 1.7 GHZ SUPER XGA+	11/12/02	DB9TZ11		1	2,357.00
38959	1	PENTIUM 4, 1.7 GHZ SUPER XGA+	11/12/02	3C9TZ11		1	2,357.00
40819	1	2003 CHEVY TAHOE	05/06/03	1GNEC13Z33R240213		1	27,936.50
40820	1	2003 CHEVY 1/2 TON	05/06/03	1GCGC13U23F202589		1	23,609.50
40906	1	2001 PONTIAC AZTEC	12/11/02	3G7DA03E51S537638		1	13,525.00
40908	1	2002 FORD F-150 P/U	09/04/02	1FTRW08L32KA47681		1	12,025.00
40909	1	2000 FORD LOBO P/U	07/17/02	1FTRX07L0YKB24644		1	14,050.00
40958	1	DELL INSPIRON 1100,15 XGA,P4,2.2GHZ	06/30/03			1	1,501.00
41297	1	OPTIPLEX GX270T 3GHZ P4,800FSB,MINTWRBSE	09/09/03			1	2,068.50
42454	1	OPTIPLEX GX270, 2.80GHz, PENT 4	07/30/04		537307	1	1,530.92
43769	1	INSCO- RLMA A060C2 5 TON 3 PH PKG	08/23/05	5689F280510969	553480	1	2,419.30
43771	1	INSCO- RLMA A060C2 5 TON 3 PH PKG	08/23/05	5689F280510970	553480	1	2,419.30
44297	1	SAMSUNG VIDEO-SURVEILLANCE CAMERA SYSTI	09/20/05		554953	1	6,512.50
44624	1	DELL LATITUDE D510,CELERON M360 LAPTOP	12/06/05	C1MRS81	558596	1	1,035.10
44625	1	DELL LATITUDE D510, CELERON M360 LAPTOP	12/06/05	J2MRS81	558596	1	1,035.10
44626	1	DELL LATITUDE D510, CELERON M360 LAPTOP	12/06/05	558596	558596	1	1,035.10
44627	1	DELL LATITUDE D510, CELERON M360 LAPTOP	12/06/05	63MRS81	558596	1	1,035.10
44628	1	DELL LATITUDE D510, CELERON M360 LAPTOP	12/06/05	93MRS81		1	1,035.10
44629	1	POWER EDGE SC430 SERVER	12/28/05	7MZYS81	558596	1	1,400.02
45308	1	1999 CHEV TAHOE	03/14/06	1GNEC13R7XJ414742	CRT-AWD	1	12,085.00
45619	1	EMERALD ICE TEL SYST-KSU & 10 TEL SETS	07/11/06	W/10 SPK PHONES LCD	566386	1	5,022.09
45620	1	2006 JEEP-GRAND CHKE,S-662B-STD	07/11/06	1J4GS48K26C316409	563634	1	17,592.00
46211	1	RICOH C3000 COLOR COPIER	10/10/06	L3765600717	572780	1	8,461.00
46494	1	2007 FORD F150 SUPER CAB-PICK UP	06/25/07	1FTRX12W87FB28925	581442	1	16,834.00
46799	1	DELL-OPTIPLEX 745 USFF, E4300 1.80 GHZ	07/03/07	19567061605	584084	1	1,019.57
46800	1	DELL-OPTIPLEX 745 USFF, E4300 1.80 GHZ	07/03/07	2609408613	584084	1	1,019.57
46801	1	DELL-OPTIPLEX 745 USFF, E4300 1.80 GHZ	07/03/07	34804537957	584084	1	1,019.57
46802	1	DELL-OPTIPLEX 745 USFF, E4300 1.80 GHZ	07/03/07	10859932261	584084	1	1,019.57
46803	1	DELL-OPTIPLEX 745 USFF, E4300-1.80 GHZ	07/03/07	13036714597	584084	1	1,019.57
46804	1	DELL-OPTIPLEX 745 USFF, E4300-1.80 GHZ	07/03/07	39097636453	584084	1	1,019.57
46822	1	EVERFOCUS DVR/COL.CAMERA/15" LCD MON	06/12/07		584149	1	1,925.00
46830	1	DELL OPTIPLEX 745 USFF	10/09/07	32921688421	590330	1	1,886.48
46831	1	DELL OPTIPLEX 745 USFF	10/09/07	9037548901	590330	1	1,886.48
46832	1	DELL OPTIPLEX 745 USFF	10/09/07	2507201893	590330	1	1,886.48
46833	1	DELL OPTIPLEX 745 USFF	10/09/07	24275025253	590330	1	1,857.00
46834	1	DELL OPTIPLEX 745 USFF	10/09/07	37335719269	590330	1	1,857.00
46835	1	DELL OPTIPLEX 745 USFF	10/09/07	15507429733	590330	1	1,857.00
47026	1	HON LAM WOOD DESK W/RETRN	09/18/07		586741	1	1,162.50
47027	1	HON LAM WOOD DESK W/RETRN	09/18/07		586741	1	1,162.49
47349	1	NETSHELTER SX42U ENCLOS W/SIDE	10/23/07	A0752075	589656	1	1,209.51
47350	1	DELL CABINET CONSOLE 17" SCREEN	10/23/07	A0381020	589656	1	1,645.61
47397	1	2002 GMC SIERRA PICK UP	07/12/07	1GTEC14VX2Z228210	CRT-AWD	1	9,005.00
47398	1	2002 CHEVROLET AVALANCHE	06/28/07	3GNEC13T02G158739	CRT-AWD	1	13,880.00
47989	1	2003 INFINITI	04/11/07	JNRAS08U83X001768	CRT-AWD	1	36,000.00
TOTAL						98	439,930.57

**AI-8567**  
**Fair Housing Month**  
**CC REGULAR**

**12.A.**

**Date:** 04/01/2008  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

---

**Information**

**CAPTION**

Approval of a Proclamation declaring April 2008 "FAIR HOUSING MONTH".

**BACKGROUND**

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968. It protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability.

---

**Fiscal Impact**

---

**Attachments**

Link: [fair housing proc.](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 01:07 PM	APRV
2	Erika Reyna	Erika Reyna	03/27/2008 10:23 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:38 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 02:40 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 02:53 PM	APRV

Form Started By: Estella Webber  
Started On: 03/26/2008 10:06 AM

Final Approval Date: 03/28/2008

---



**URBAN COUNTY PROGRAM  
HIDALGO COUNTY  
PROCLAMATION**



**WHEREAS**, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

**WHEREAS**, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to chose where he or she lives, raise a family or owns a home; and,

**WHEREAS**, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

**NOW, THEREFORE WE BY VIRTUE OF THE AUTHORITY VESTED IN US AS THE COMMISSIONERS OF THE COUNTY OF HIDALGO, TEXAS** do hereby proclaim the month of APRIL 2008, as

**“FAIR HOUSING MONTH”**

throughout Hidalgo County, and encourage all citizens to join us in recognizing the Fair Housing Act and the important role it plays in our communities.

In WITNESS Whereof, we have hereunto set our hands this 1<sup>st</sup> day of April, 2008.

\_\_\_\_\_  
Juan D. Salinas, III, Hidalgo County Judge

\_\_\_\_\_  
Sylvia S. Handy, Commissioner, Pct. # 1

\_\_\_\_\_  
Hector “Tito” Palacios, Commissioner, Pct. # 2

\_\_\_\_\_  
Joe M. Flores, Commissioner, Pct. # 3

\_\_\_\_\_  
Oscar L. Garza, Jr. Commissioner, Pct. # 4

**AI-8573**

**12.B.**

**Water/Sewer imp - City of San Juan  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

**Information**

**CAPTION**

The Urban County Program is requesting approval of the final negotiated Professional Engineering Services contract with Half Associates, Inc., in the amount of \$32,000.00 utilizing Year 19 (2006) Urban County Program Water/Sewer Improvement funds for the City of San Juan as previously authorized for negotiations by Commissioners' Court on 03-25-2008.

**BACKGROUND**

The City of San Juan has negotiated a Professional Engineering Services contract with Half Associates, Inc., in the amount of \$32,000.00 for Urban County Program Year 19 (2006) Water/Sewer Improvements to provide sanitary sewer connections at Red Barn Subdivision, Sunset Estates, Citriana Subdivision, Mesquite Acres Subdivision and Short Road Subdivision in the City of San Juan. See attached scope of services.

Contract Amount: \$ 32,000.00  
Funds Available: \$271,424.27 Year 19 (2006) San Juan Water/Sewer Improvements

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**  
Project will utilize Urban County funds.

**Attachments**

Link: [water/sewer imp.](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/26/2008 01:08 PM	APRV
2	Rey Salazar	Rey Salazar	03/27/2008 01:02 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 04:04 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:12 PM	APRV

5 Court Administrator Monica Badillo 03/28/2008 04:14 PM APRV  
Form Started By: Estella Webber Started On: 03/26/2008 12:44  
Final Approval Date: 03/28/2008 PM

---

STATE OF TEXAS        {  
                                  {  
COUNTY OF HIDALGO    {

**Part I - Professional Services Agreement**

This Agreement, entered into this 1st day of April, 2008 by and between Hidalgo County, a political subdivision of the State of Texas, joined by the City of San Juan, (hereinafter called the "Party") and Halff Associates, Inc. duly authorized Engineer, herein acting by Carlos Gonzalez, P.E., C.F.M. (hereinafter called the "Engineer").

**WITNESSETH THAT:**

**WHEREAS**, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

**WHEREAS**, the Party is interested in obtaining Engineering Services; and

**WHEREAS**, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

**WHEREAS**, the Party desires to engage the Engineer to render certain services in connection therewith;

**NOW, THEREFORE**, the participants do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II  
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed Water/Sewer Improvements Project Account(s) # 5006-75-0310-5000-7500 . (See Exhibit A)

## **2.1 Preliminary Phase**

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

### **2.3 Construction Phase**

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

- l. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party of City of San Juan six (6) sets of plans and six (6) sets of specifications and contract documents.

**SECTION III  
ADDITIONAL SERVICES OF THE ENGINEER**

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

**SECTION IV  
REIMBURSABLE EXPENSES**

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

**SECTION V  
THE PARTY'S RESPONSIBILITIES**

**The Party will:**

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and other data relative to design and construction of the Project.

- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.
- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## **SECTION VI PAYMENTS TO THE ENGINEER**

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of **\$32,000.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

**SECTION VII  
OWNERSHIP OF DOCUMENTS**

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

**SECTION VIII  
TERMINATION**

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

**SECTION IX  
COUNTY AND CITY OFFICIALS**

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

**SECTION X  
SUCCESSORS AND ASSIGNS**

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

**SECTION XI  
TIME OF PERFORMANCE**

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

**SECTION XII  
VENUE**

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

**SECTION XIII  
CHANGES**

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

**SECTION XIV  
COMPLIANCE WITH LOCAL LAWS**

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

**SECTION XV  
ASSIGNABILITY**

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

**SECTION XVI  
GENERAL**

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to

arise from the same.

- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## **SECTION XVII INSURANCE**

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVIII WARRANTY**

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX  
EFFECTIVE DATE**

The effective date of this contract shall be April 1, 2008 . Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, **20 08**.

Signature: \_\_\_\_\_  
(Engineer)

Firm Name: Halff Associates, Inc.

Address: 5000 West Military, Suite 100

City/ST/ZIP: McAllen, Texas 78503

FED ID #/SS #: \_\_\_\_\_

**STATE OF TEXAS**            {  
  {  
**COUNTY OF HIDALGO**       {

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by  
\_\_\_\_\_  
(title) of and on behalf of \_\_\_\_\_  
(a corporation)(a partnership)(a sole proprietorship).

\_\_\_\_\_  
Notary - Signature

**Attest:**  
  
\_\_\_\_\_  
**City Secretary**

**City of San Juan:**  
  
\_\_\_\_\_  
**Mayor**

**Witness:**  
  
\_\_\_\_\_

**COUNTY OF HIDALGO**  
  
\_\_\_\_\_  
**Diana R. Serna, Director  
Urban County Program**

**EXHIBIT A  
SCOPE OF SERVICES**

SEE ATTACHED.



March 14, 2008

Via email: [gseguin@cityofsanjuantexas.com](mailto:gseguin@cityofsanjuantexas.com)

Mr. Guillermo Seguin  
City Manager of San Juan  
709 South Nebraska  
San Juan, TX 78589

**Subject:** Revised Engineering Proposal to Prepare Construction Documents to Connect Laterals and Decommission the Septic Systems for Designated Colonia's

Dear Mr. Seguin:

The following **revised** proposal is submitted per your request. An Engineering Services Agreement is included as an attachment to this letter proposal.

**BACKGROUND**

The City of San Juan is in the process of commencing construction on wastewater improvements for the Clean Water State Revolving Fund (CWSFR) Phase I and II. This project consisted of the installation of a Gravity Sewer Collection System to serve the following areas within your community:

- Mesquite Acres
- Red Barn Subdivision
- Sunset Estates # 1
- Sunset Estates # 2
- Short Road Subdivision
- Citriana Subdivision

The construction contract to install the wastewater collection system, including the service laterals up to each of the individual property lines, is ongoing. Once this project is completed, the next step will be to extend the lateral from the property line to each residence and to decommission each septic tank. *There is an estimated 182 homes that are ready to be tied in to the new system.*

Halff Associates appreciates the opportunity to assist the City in this next process. This phase of the project includes extending the laterals from the property lines to the household wastewater line that is currently routed to the individual on site wastewater system (Septic Tank & Drain Field) and appropriately decommissioning the on site systems. Halff has worked with Urban County Program on similar projects in the area.

HALFF ASSOCIATES, INC.

5000 WEST MILITARY, STE 100  
MCALLEN, TX 78503

TEL (956) 664-0286  
FAX (956) 664-0282

[WWW.HALFF.COM](http://WWW.HALFF.COM)

## APPROACH

It is imperative that these connections be made and the existing on site treatment systems be decommissioned as efficiently as possible. This project will include preparing a set of specifications that will clearly define the standards of construction and plans that will present the typical construction details that will cover the variety of potential construction scenarios that will be encountered. Design and construction details will be included in the construction documents to cover but not be limited to the following items:

- the construction of the individual laterals with appurtenances
- connection to the existing collection system
- disconnection of the existing on-site treatment systems and connection to the new laterals
- decommissioning of the existing on-site treatment systems
- reconditioning of the existing private property to pre construction condition
- reconditioning of the existing street and right of way to pre construction condition

In order to minimize the cost of the project, the construction documents will be prepared using existing resources whenever available. Detailed surveys will not be developed to show precise locations of existing facilities. The City of San Juan will provide Halff an electronic set of Record Drawings in either AutoCAD or Microstation format of the newly installed gravity sewer main drawings. These electronic drawings will be used to develop half sized (11x17) sheet drawings that will generally describe sewer main and lateral stub out locations. As the contractor completes the installations, he will be required to complete detailed "Record" notes and drawings on each installation. Following the completion of construction, Halff will prepare Record Drawings, based on contractor provided information, for the City so there will be a permanent record of the improvements made under the contract.

## DELIVERABLES

Halff will provide City of San Juan two (2) sets of construction documents that will be developed in a bound report format. Bid Document Administration will be outsourced to a local reproduction company. Bid documents will be sold to prospective bidders for a non-refundable yet to be determined price. Once a contractor has been awarded the project, Halff will provide the contractor four (4) copies of the contract documents. Upon completion of construction, Halff will provide the City of San Juan a hard copy and electronic copy of "Record" drawings.

**TASKS AND FEES**

The following tasks and fees are required to complete the Laterals Connection project.

**Task Description**

Task I	Project Management and Coordination with Hidalgo County – Urban County Program, TCEQ and the neighborhood residents
Task II	Develop Construction Documents
Task III	Provide Bidding Assistance
Task IV	Provide Construction Administration Assistance; Includes site observation visits which will be performed for every 15-20 home sites
Task V	Prepare Record Drawings from Contractors As Built Notes and Drawings

**Task Fees**

Task I	\$ 1,500.00
Task II	\$ 20,000.00
Task III:	\$ 2,500.00
Task IV	\$ 4,000.00
Task V:	\$ 2,500.00
Reimbursable Expenses:	\$ 1,500.00
Total Estimated Fees:	\$ 32,000.00

This fee assumes that all wastewater collection lines, pumps and appurtenances are already in place and operational to support these connections. The design of any additional collection system improvements that are found to be required will be done at the approval of the City as an addendum to this contract.

**COMPENSATION**

This project will be billed on a Lump sum basis as designated in the attached Engineering Services Agreement. The lump sum fees identified will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees.

Additional services authorized will be invoiced on an hourly basis of 2.3 times the salary cost of personnel involved on the project. Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

We appreciate the opportunity to work with the City of San Juan. If you are in agreement with the terms and conditions of the proposal please execute below in the space allocated and return to our office.

We recognize the importance of this project to the City and we look forward to working with you and the City Staff to make it a success. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Carlos Gonzalez, P.E., C.F.M.  
Project Manager

Approved By:

---

Date:

---

# STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT EFFECTIVE THE LATEST DATE OF EXECUTION AS PROVIDED BELOW BETWEEN  
City of San Juan (CLIENT), AND HALFF ASSOCIATES, INC. (ENGINEER).

## I. SCOPE

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by City of San Juan (hereinafter "Client"), shall constitute a binding Agreement on both parties.

## II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

## III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee, Engineer may provide written statements regarding its services under this Agreement. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

## IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

## V. OWNERSHIP OF DOCUMENTS

Upon Engineer's completion of services and receipt of payment

in full, Engineer grants to Client an exclusive license to all drawings, instruments and data produced in connection with Engineer's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by Client for any purposes Client deems appropriate in connection with the work under this Agreement. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Any reuse by Client, or by those who obtain said information from Client, without written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client shall indemnify Engineer, Engineer's subconsultants and independent associates for all damage, liability or cost arising therefrom. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

## VI. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except

# HALFF ASSOCIATES, INC.

## General Terms and Conditions (continued)

for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

### VII. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

### VIII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work described in the Scope of Services.

### IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

### X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

### XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work described in the Scope of Services is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Exclusive venue shall lie in the county in which the Engineer's office performing the majority of the work described in the Scope of Services is located.

### XII. SUSPENSION OF SERVICES

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend

performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

### XIII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

### XIV. TAXES

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Engineer and its subconsultants for the taxes paid by Engineer and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

### XV. ALTERNATIVE DISPUTE RESOLUTION

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

### XVI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

### XVII. TIMELINESS OF PERFORMANCE

The Engineer will perform its services with due and reasonable diligence consistent with sound professional practices.

### XVIII. WAIVER


Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

HALFF ASSOCIATES, INC.  
General Terms and Conditions (continued)

---

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature:  \_\_\_\_\_

Typed or Printed Name: Carlos Gonzalez, P.E., C.F.M.

Title: Project Manager

Date: March 14, 2008

APPROVED:

Client: City of San Juan

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AI-8605**

**12.C.**

**Water/Sewer Imp. activity - Pct. #1**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

**Agenda Area:** Urban County

---

**Information**

**CAPTION**

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Information Study and a Preliminary Engineering Report in connection with Pct. #1 Water/Sewer Improvement and Planning Activity.

**BACKGROUND**

As required by contract.

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No funding necessary.

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:34 AM	APRV
2	Rey Salazar	Rey Salazar	03/27/2008 01:06 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 04:05 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Estella Webber

Started On: 03/26/2008 03:40 PM

Final Approval Date: 03/28/2008

---

**AI-8602**

**12.D.**

**street imp. proj. - Pct. #4**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

**Agenda Area:** Urban County

**Information**

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering services in connection with Hidalgo County Urban County program Year 18 (2006) for a Street Improvements Project (Bar-Mar Road) within Precinct No. 4.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct #4) for the purposes of ranking by Commissioner's Court in connection with an Urban County Program Street Improvements (Bar-Mar Road) project in Precinct No. 4.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm \_\_\_\_\_ for the provision of engineering services for a Precinct No. 4 Street Improvements project.

**BACKGROUND**

Hidalgo County Precinct No. 4 has rated three engineering firms from the County's approved "pool". Quintanilla, Headley & Associates, TEDSI Infrastructure Group and J.E. Saenz & Associates were rated for the 2006 Street Improvements project construction of Bar-Mar Road. See attached scoring grid for your review.

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding is from Urban Co. funds.

**Attachments**

Link: [street imp. proj.](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:30 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/27/2008 10:35 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 04:06 PM	APRV

4 Purchasing Department Marty Salazar 03/28/2008 04:12 PM APRV  
5 Court Administrator Monica Badillo 03/28/2008 04:14 PM APRV

Form Started By: Estella Webber Started On: 03/26/2008 03:21 PM

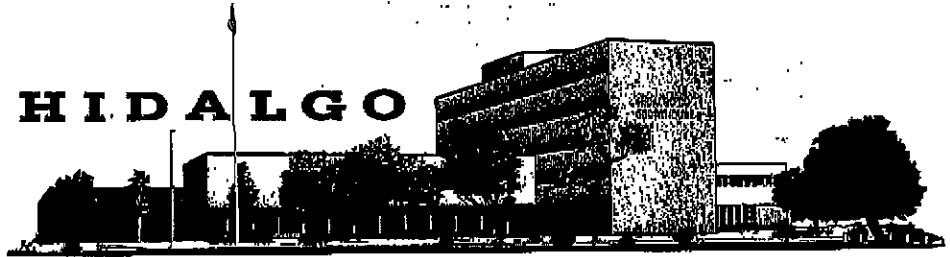
Final Approval Date: 03/28/2008

---

Hidalgo County Precinct No. 4  
Professional Engineering Services  
Street Improvements- (BAR-MAR ROAD)  
FY 18  
Grading-Ranking Grid

CRITERIA	Quintanilla Headley & Associates			J.E. Saenz & Associates			TEDSI Infrastructure Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Teams	18	20		17	18		17	19	
Experience of Project Team	20	24		19	20		18	20	
Experience/Availability of Project Manager	18	20		17	18		17	15	
Understanding of Project	25	22		25	20		25	20	
Familiarity w/Applicable Rules & Regulations	10	10		10	09		10	09	
<b>TOTALS</b>	91	96		88	85		87	83	
<b>AVERAGES</b>	93.5%	93.5%		86.5%	86.5%		85%	85%	
<b>RANKING</b>	1	1		2	2		3	3	

# COUNTY of HIDALGO



EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.  
County Commissioner, Pct. No. 4  
1102 N. Doolittle Rd.  
Edinburg, Texas 78541  
Office: (956) 383-3112

March 26, 2008

Ms. Diana R. Serna, Director  
Hidalgo Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

**Re: Year 18 Street Improvement Project (Barb-Mar Rd) Engineer Selection**

Dear Diana:

After review of the pertinent UC1 listing, statements of qualifications were requested and received for three engineering firms. The firms were evaluated and rated.

It has been concluded that the firm of Quintanilla, Headley & Associates, Inc. is the best qualified for the above mentioned street improvement project.

Please prepare item for presentation on the next available Commissioners' Court meeting. Included you will find the rating sheets and the engineers cost estimate as required for agenda backup.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria Ann Beltran  
Precinct #4 Executive Assistant



Post-It® Fax Note	7671	Date	3/26/08	# of pages	7
To	Lupita h	From	Gloria		
Co./Dept.	UCP	Co.	Pct 4		
Phone #		Phone #	383-3112		
Fax #		Fax #			


**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Barb-Mar Road Improvement Project

Department: Hidalgo County Precinct 4

Name of Firm: Quintanilla, Headley & Associates

Date of Evaluation: March 25, 2008

Evaluator's Name: Juan Manuel Carranza 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Experience of Project Team	25	<u>20</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>18</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Understanding of Project	25	<u>25</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Total Score**     91

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Barb-Mar Road Improvement Project

Department: Hidalgo County Precinct 4

Name of Firm: Quintanilla, Headley & Associates

Date of Evaluation: March 25, 2008

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>24</u>
*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>20</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>22</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u><b>96</b></u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Barb-Mar Road Improvement Project

Department: Hidalgo County Precinct 4

Name of Firm: TEDSI

Date of Evaluation: March 25, 2008

Evaluator's Name: Juan Manuel Carranza 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>17</u>

Comments/Rationale for Points: \_\_\_\_\_

2. Experience of Project Team	25	<u>18</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>17</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

4. Understanding of Project	25	<u>25</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

**Total Score** 87

# HIDALGO COUNTY STATEMENT OF QUALIFICATION SCORING/EVALUATION SHEET ENGINEERING/ARCHITECTURAL SERVICES

Project Description: UCP Barb-Mar Road Improvement Project

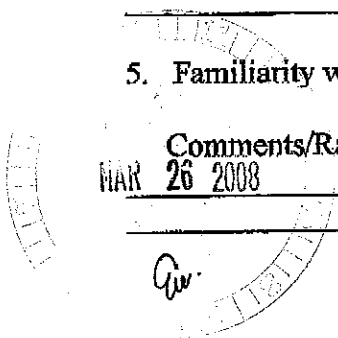
Department: Hidalgo County Precinct 4

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: March 25, 2008

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>20</u>
<b>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</b>		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>15</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>20</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>9</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u><b>83</b></u>



**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Barb-Mar Road Improvement Project

Department: Hidalgo County Precinct 4

Name of Firm: J. E. Saenz & Associates

Date of Evaluation: March 25, 2008

Evaluator's Name: Juan Manuel Carranza 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>17</u>

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

2. Experience of Project Team	25	<u>19</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>17</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

4. Understanding of Project	25	<u>25</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

**Total Score** 88

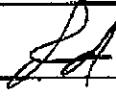
**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Barb-Mar Road Improvement Project

Department: Hidalgo County Precinct 4

Name of Firm: J. E. Saenz & Associates

Date of Evaluation: March 25, 2008

Evaluator's Name: Robert Andrade 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>20</u>
<b>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</b>		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>18</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>20</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>9</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u><b>85</b></u>

**AI-8601**

**12.E.**

**St. Imp. project. - Pct. 4  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

**Information**

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering services in connection with Hidalgo County Urban County program Year 18 (2006) for a Street Improvements Project (Uresti & Sunflower Roads) within Precinct No. 4.
2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct #4) for the purposes of ranking by Commissioner's Court in connection with an Urban County Program Street Improvements (Uresti & Sunflower Roads) project in Precinct No. 4.
3. Authority to negotiate a professional engineering services contract with the No. 1 ranked firm \_\_\_\_\_ for the provision of engineering services for a Precinct No. 4 Street Improvements project.

**BACKGROUND**

Hidalgo County Precinct No. 4 has rated three engineering firms from the County's approved "pool". Quintanilla, Headley & Associates, TEDSI Infrastructure Group and J.E. Saenz & Associates were rated for the 2006 Street Improvements project construction of Uresti & Sunflower Roads. See attached scoring grid for your review.

**Fiscal Impact**

**FISCAL YEAR:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_  
**FUNDS AVAILABLE Y/N?:** \_\_\_\_\_ **MATCHING FUNDS Y/N?:** \_\_\_\_\_  
**BUDGETARY IMPACT:**  
 Funding is from Urban Co. funds.

**Attachments**

Link: [street imp.](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/26/2008 03:21 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/27/2008 07:07 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 04:08 PM	APRV

4 Purchasing Department Marty Salazar 03/28/2008 04:12 PM APRV  
5 Court Administrator Monica Badillo 03/28/2008 04:14 PM APRV

Form Started By: Estella Webber Started On: 03/26/2008 03:17 PM

Final Approval Date: 03/28/2008

---

Hidalgo County Precinct No. 4  
Professional Engineering Services  
Street Improvements- (URESTI & SUNFLOWER ROADS)  
FY 18  
Grading-Ranking Grid

CRITERIA	J.E. Saenz & Associates			Quintanilla Headley & Associates			TEDSI Infrastructure Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Teams	18	20		18	19		18	19	
Experience of Project Team	23	23		20	23		21	23	
Experience/Availability of Project Manager	18	19		19	19		18	18	
Understanding of Project	24	23		24	22		23	22	
Familiarity w/Applicable Rules & Regulations	10	10		10	10		10	09	
<b>TOTALS</b>	93	95		91	93		90	91	
<b>AVERAGES</b>	94%	94%		92%	92%		90.5%	90.5%	
<b>RANKING</b>	1	1		2	2		3	3	

# COUNTY of HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78541  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, Pct. No. 4

March 26, 2008

Ms. Diana R. Serna, Director  
Hidalgo Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

**Re: Yr 18 St. Improvement Projects (Sunflower & Uresti Rds) Engineer Selection**

Dear Diana:

After review of the pertinent UCI listing, statements of qualifications were requested and received for three engineering firms. The firms were evaluated and rated.

It has been concluded that the firm of J.E. Saenz & Associates, Inc. is the best qualified for the above mentioned street improvement projects.

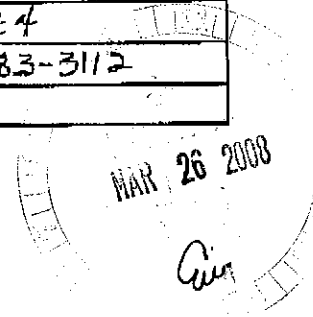
Please prepare item for presentation on the next available Commissioners' Court meeting. Included you will find the rating sheets and the engineers cost estimates as required for agenda backup.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria Ann Beltran  
Precinct #4 Executive Assistant

Post-it® Fax Note	7671	Date	3/26/08	# of pages	12
To	Lupita h	From	Gloria		
Co./Dept.	UCP	Co.	Pct 4		
Phone #		Phone #	383-3112		
Fax #		Fax #			



**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Yr 18 Road Improvement Projects ( Sunflower & Uresti Roads)

Department: Hidalgo County Precinct 4

Name of Firm: J. E. Saenz & Associates, Inc.

Date of Evaluation: March 26, 2008

Evaluator's Name: Juan Manuel Carranza

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	<u>18</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

2. Experience of Project Team	25	<u>23</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>18</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

4. Understanding of Project	25	<u>24</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

<b>Total Score</b>	<b><u>93</u></b>
--------------------	------------------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Yr 18 Road Improvement Projects ( Sunflower & Uresti Roads)

Department: Hidalgo County Precinct 4

Name of Firm: J. E. Saenz & Associates, Inc.

Date of Evaluation: March 26, 2008

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	20
--	----	----

Comments/Rationale for Points: \_\_\_\_\_

2. Experience of Project Team	25	23
-------------------------------	----	----

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

3. Experience/Availability of Project Manager	20	19
---	----	----

Comments/Rationale for Points: \_\_\_\_\_

4. Understanding of Project	25	23
-----------------------------	----	----

Comments/Rationale for Points: \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	10
--	----	----

Comments/Rationale for Points: \_\_\_\_\_

	<b>Total Score</b>	<b>95</b>
--	--------------------	-----------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Yr 18 Road Improvement Projects ( Sunflower & Uresti Roads)

Department: Hidalgo County Precinct 4

Name of Firm: Quintanilla, Headley & Associates, Inc.

Date of Evaluation: March 26, 2008

Evaluator's Name: Juan Manuel Carranza

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	<u>18</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

2. Experience of Project Team	25	<u>20</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>19</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

4. Understanding of Project	25	<u>24</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

	<b>Total Score</b>	<u>91</u>
--	--------------------	-----------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Yr 18 Road Improvement Projects ( Sunflower & Uresti Roads)

Department: Hidalgo County Precinct 4

Name of Firm: Quintanilla, Headley & Associates, Inc.

Date of Evaluation: March 26, 2008

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	<u>19</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

2. Experience of Project Team	25	<u>23</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>19</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

4. Understanding of Project	25	<u>22</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

	<b>Total Score</b>	<u>93</u>
--	--------------------	-----------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Yr 18 Road Improvement Projects ( Sunflower & Uresti Roads)

Department: Hidalgo County Precinct 4

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: March 26, 2008

Evaluator's Name: Juan Manuel Carranza

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

2. Experience of Project Team	25	<u>21</u>
-------------------------------	----	-----------

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>18</u>
---	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

4. Understanding of Project	25	<u>23</u>
-----------------------------	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
--	----	-----------

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

<b>Total Score</b>	<b><u>90</u></b>
--------------------	------------------

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: UCP Yr 18 Road Improvement Projects ( Sunflower & Uresti Roads)

Department: Hidalgo County Precinct 4

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: March 26, 2008

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
---------------------------	--------------	--------------

1. Professional Qualifications of Team	20	19
--	----	----

Comments/Rationale for Points: \_\_\_\_\_

2. Experience of Project Team	25	23
-------------------------------	----	----

**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

3. Experience/Availability of Project Manager	20	18
---	----	----

Comments/Rationale for Points: \_\_\_\_\_

4. Understanding of Project	25	22
-----------------------------	----	----

Comments/Rationale for Points: \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	9
--	----	---

Comments/Rationale for Points: \_\_\_\_\_

	<b>Total Score</b>	<b>91</b>
--	--------------------	-----------

AI-8627

12.F.

**Construction contract - Pct. # 2 (Parks)**

**CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Area:** Urban County

**Information**

**CAPTION**

The Urban County Program for Hidalgo County Precinct 2 is requesting authority to award and enter into a construction contract with United Contracting, Inc. (lowest bidder meeting all specifications and/or requirements) for the Construction of Sanitary Sewer, Water and Drainage Items for South Tower Park Project (RFB: 5007-92-0306-5000-9200-ML) located in the Precinct 2 area in the amount of \$223,399.50 utilizing Precinct 2 Parks & Recreation funds and Precinct 2 UCP Year 20 (2007) Park, Recreational Facilities funds.

**BACKGROUND**

A Bid Opening was held on Wednesday, March 19, 2008 with United Contracting, Inc. as the lowest qualified bidder. Precinct 2 will be utilizing Parks & Recreation funds and UCP Year 20 parks, recreational facilities funds for the construction of sanitary sewer, water and drainage items at South Tower Park based on the recommendation from R. Gutierrez Engineering Corporation. See attached recommendation by the project engineer.

Contractor: United Contracting, Inc.  
Contract Amount: \$223,399.50

Funds Available: \$105,569.00 Year 20 (2007) Precinct 2 Parks, Recreational  
Facilities  
\$117,830.50 Precinct 2 Parks & Recreation  
Account #8-1212-452-00-122-008-0-739  
\$223,399.50 TOTAL

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$105,569.00 in Urban County Funds will be utilized. \$117,830.50 in Precinct 2 Parks Funds will also be used to fund this project. \$223,374.75 available balance as of 03/27/08 in the Parks Pct. 2 account.

**Attachments**

Link: Pct. 2 (Parks)  
contract

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 01:12 PM	APRV
2	Rey Salazar	Rey Salazar	03/27/2008 01:22 PM	APRV
3	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Estella Webber

Started On: 03/27/2008 12:25 PM

Final Approval Date: 03/28/2008

---

---

# R. Gutierrez Engineering Corporation

March 24, 2008

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
301 E. State Street  
Pharr, TX 78577

RE: South Tower Park – Recommendation for Award of Contract  
Project No: ENG06.019i

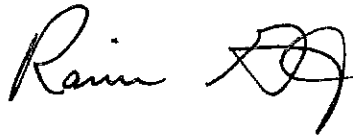
Dear Commissioner Palacios:

On Wednesday, March 19, 2008, at 9:30 a.m. in the Hidalgo County Urban County Office Conference Room, bids were opened and read aloud for the above project. Ten (10) bids were received for this project. The low responsive bid was for **\$223,399.50**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **United Contracting, Inc.** from Mission, Texas in the amount of **\$223,399.50**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

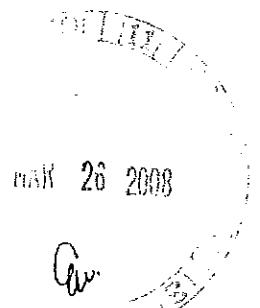
Sincerely,



Ramiro Gutierrez, P.E.  
President

Attach

cc: Monica Luna, Urban County (Cover Letter Only)  
Project Files



# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: MARCH 19, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Hidalgo County Precinct 2 – Construction of Sanitary Sewer, Water, and Drainage Items for South Tower Park Project"

BID NO: 5007-92-0306-5000-9200-ML

PROCUREMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Dm Roth Eca.		\$ 356,664. <sup>00</sup>	✓
#2	AKAGO Const		\$ 297,429. <sup>00</sup>	✓
#3	Benchmark Utility Const		\$ 308,037	✓
#4	Garco Ind. Inc.		\$ 252,890. <sup>25</sup>	✓
#5	Juany Clower Sone Const.		\$ 239,728. <sup>70</sup>	✓
#6	Spawr Utility Const.		\$ 241,361. <sup>50</sup>	✓
#7	SASCON Inc.		\$ 281,863. <sup>20</sup>	✓
#8	The ST 25 Co.		\$ 311,874. <sup>50</sup>	✓
#9	United Const.		\$ 223,399. <sup>50</sup>	✓
#10	Valley Pav. Inc.		\$ 235,182. <sup>55</sup>	✓
#11				
#12				

**AI-8556**

**13.A.**

**2008 LEOSE Appropriation  
CC REGULAR**

Date: 04/01/2008  
Submitted By: Joel Rivera, CONSTABLE PCT. #1  
Submitted For: Blanca Sanchez  
Department: CONSTABLE PCT. #1  
Agenda Area: Constables

Information

**CAPTION**

Requesting approval to appropriate funds for the 2008 LEOSE funds (fund 1220) received from the Texas Comptroller of Public Accounts in the amount of \$1,246.10 and 2007 LEOSE interest earned in the amount of \$96.21, respectively, for a total of \$1,342.31.

**BACKGROUND**

To appropriate money received from LEOSE. This revenue is to be used for educational training for full time Peace Officers and fully paid law enforcement support personnel. Any unexpended amount will be carried over to the following year. Appropriate \$96.21 LEOSE Interest earned in 2007 and transfer money into object 8-1220-421-00-291-0-020-583. Total amount of appropriation is \$1,342.31.

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1220-421-00-291-002-0-583  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Appropriation in the total amount of \$1,342.31 for the 2008 LEOSE funds received by the State Comptroller & 2007 LEOSE interest earned.

Revenue Acct #8-1220-335-00-291-000-0-000 "Constable Pct. 1 LEOSE Revenue".  
2007 interest earned is appropriated from Fund Balance.

Attachments

Link: [Constable Pct. 1  
2008 LEOSE BA](#)  
Link: [Constable Pct. 1  
LEOSE backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/26/2008 07:41 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/26/2008 02:03 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:47 PM	APRV

4 Court Administrator Monica Badillo 03/28/2008 02:53 PM APRV

Form Started By: Joel Rivera

Started On: 03/25/2008 02:57  
PM

Final Approval Date: 03/28/2008

---



S U S A N	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS
C O M B S	PO Box 13528 • AUSTIN, TX 78711-3528



February 28, 2008

HIDALGO COUNTY CONSTABLE PRECINCT 1  
1902 JOE STEPHENS AVE STE 303  
WESLACO TX 78596-3704

Vendor number: 17460007176-065

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 1,246.10.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

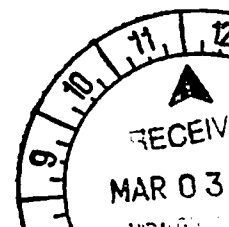
The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2009, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2009 Allocation Basis form to us no later than April 25, 2008. The information provided on this form must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us toll free at 1-800-531-5441, extension 3-4530, if you have any questions or if we can be of assistance. The Austin number is 512/463-4530.

Enclosures



# THE STATE OF TEXAS PAYMENT INFORMATION



INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P080568	\$1,246.10

022508  
PAYING  
PAY

TO

PAYING AGENCY: COMPTROLLER - STATE FISCAL  
 PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902  
 PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:  
 WWW.WINDOW.STATE.TX.US/FM/PAYMENT/  
 DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.  
 PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460007176 065 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 1  
 WARRANT NO: 116483826 ISSUE DATE: 02/25/2008 WARRANT TOTAL: \$1,246.10

VOID AF  
08/31/2

No. 116483826

— NOT NEGOTIABLE —

Detach here before depositing →

304

**HIDALGO COUNTY, TEXAS**  
**CONSTABLE, PRECINCT 1**  
**WEEKLY REVENUE REMITTANCE**  
**FOR THE WEEK ENDING - LEUSE 2 008**

To: Hidalgo County Treasurer  
 From: Constable Celestino Avila Jr.

The following remittance represents collections for:

**I. General Fund - Constable Fees**

A. Total Cash Collected	\$	- 0 -
B. Total Checks Collected	\$	- 0 -

Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____
Check Number _____	Check Amount _____

**C. Constable Receipt Sequence**

**D. Total to credit account number**

Precinct 1	8	-1100-342-10-291-000-0-000	\$	- 0 -
Precinct 2		-1100-342-10-292-000-0-000	\$	
Precinct 3		-1100-342-10-293-000-0-000	\$	
Precinct 4		-1100-342-10-294-000-0-000	\$	
Precinct 5		-1100-342-10-295-000-0-000	\$	

**E. Other**

1. Description of Payment _____	\$	- 0 -
2. Total to credit account number	\$	-1100-227-30-000-023-0-000

**II. Law Enforcement Officer Standards and Education Funds**

**Credit Account Number**

Precinct 1	8	-1220-421-00-291-002-0-583	\$	1246.10
Precinct 2		-1220-421-00-292-002-0-581	\$	
Precinct 3		-1220-421-00-293-002-0-581	\$	
Precinct 4		-1220-421-00-294-002-0-581	\$	
Precinct 5		-1220-421-00-295-002-0-581	\$	

**Grand Total Remitted to the County Treasurer**

\$1246.10

APPROVED BY: \_\_\_\_\_

Constable Signature

3-10-08

Date

PREPARED BY: \_\_\_\_\_

Assistant's Signature

Treasurer Receipt No.

**\*NOTE:** Weekly remittances are due on or before the seventh working day after the day on which the funds are received, in accordance with Local Government Code 113.022.

COUNTY AUDITOR'S FORM: ARS-C-004  
 REVISED: 7/92

OFFICIAL HIDALGO COUNTY RECEIPT  
OFFICE OF THE COUNTY TREASURER  
NORMA G. GARCIA

Receipt No: 11

Received From: Constable Celestino Avila Jr.

Date 03/10/08

---

1	116483826	Leose 2008	8-1220-421-00-291-002-0-583	1.
---	-----------	------------	-----------------------------	----

<b>Total:</b>	<b>1.</b>
---------------	-----------

Check Total	1,246.10
Cash Total	.00
Credit Total	.00
Other Total	.00

---

---

February 26, 2008

## 2007 LEOSE FUND BALANCE ANALYSIS

	2006	2007		2007	2007	
	Ending F/B	Actual Revenues	Actual Expenditures	Ending F/B	Interest Dist.	Ending F/B
Interest earnings		1,865.15	-	1,865.15		
DA LEOSE	4,895.65	1,461.28	(1,375.00)	4,981.93	391.52	5,373.45
Sheriff LEOSE	8,010.67	52,549.09	(52,600.10)	7,959.65	625.54	8,585.20
Constable Pct. 1 LEOSE	49.65	1,174.55	-	1,224.20	96.21	1,320.41
Constable Pct. 2 LEOSE	5,624.44	1,099.52	-	6,723.96	528.43	7,252.39
Constable Pct. 3 LEOSE	870.45	1,543.22	(2,050.75)	362.92	28.52	391.44
Constable Pct. 4 LEOSE	941.32	-	-	941.32	73.98	1,015.30
Constable Pct. 5 LEOSE	939.26	1,176.21	(576.48)	1,538.99	120.95	1,659.94
	21,331.44	60,869.02	(56,602.33)	25,598.13	1,865.15	25,598.13



**AI-8548**

**14.A.**

**Justice of the Peace and Constables Association Membership  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Submitted For:** Larry Gallardo

**Department:** CONSTABLE PCT. #3

**Agenda Area:** Constables

**Purchasing only:** Constables

**Information**

**CAPTION**

Requesting approval to pay pending invoice to renew membership dues for the Justice of the Peace and Constables Association for Constable Lazaro Gallardo, Jr., Deputy Constables, and clerks in the total amount of \$585.00.

**BACKGROUND**

PO# 596687 has \$585.00 available as of 3/26/08.

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 8-1100-421-00-293-001-0-810

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 596687 has \$585.00 available as of 3/26/08.

**Attachments**

Link: [AI-8548 Backup Part](#)

1

Link: [AI-8548 Backup Part](#)

2

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/26/2008 12:39 PM	APRV
2	Dale Kennan	Dale Kennan	03/26/2008 01:11 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:49 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Rachel Cavazos

Started On: 03/25/2008 12:18 PM

Final Approval Date: 03/28/2008



**JPCA OF TEXAS**

**JPCA OF TEXAS  
P. O. BOX 518  
PLAINVIEW, TEXAS  
79073**

Phone:806-291-5200  
Fax:806-291-5310  
Email: kphillips@halecounty.org

*Invoice*

**Invoice #: 1027 Invoice Date: 1/15/08  
Customer ID: PO #596687**

**Bill To:**

**Constable Pct 3  
730 Breyfogle, Ste. B  
Mission, Texas 78572**

**Ship To:**

**SAME**


ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		2008 Membership		
1	15	Deputy/Co. Clerk	35.00	525.00
2	1	Constable Gallardo	60.00	60.00

Subtotal	<b>585.00</b>
Tax	
Shipping	
Miscellaneous	
Total	<b>585.00</b>

**J.P.C.A. THANKS YOU FOR YOUR SUPPORT !!!!!**

REMITTANCE  
Customer ID:  
Date:  
Amount Due:\$  
Amount Enclosed:

**INVOICE RECEIVED BY:**  
*Raquel Cavazos on 01-29-08*  
**GOODS/SERVICES RECEIVED BY:**  
*Raquel Cavazos on 01-29-08*  
8-1100-421-00-243-001-0-810  
PO# 596687  
*Raquel V. Cavazos*

*PAID*

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

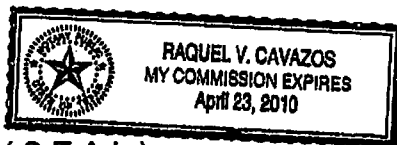
I, Lazaro Gallardo, Jr., do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my 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: Lazaro Gallardo Jr.  
TITLE: Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Lazaro Gallardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

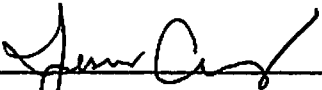
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Jesus Cruz, do hereby state that my membership in the Justice of the Peace + Constables Association 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: Chief Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Jesus Cruz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(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

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

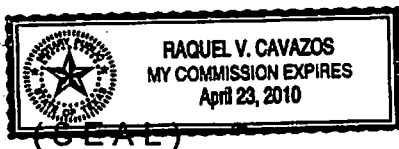
I, Pablo F. Navarro, do hereby state that my membership in the Justice of the Peace + Constable Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: *Pablo F. Navarro*  
TITLE: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Pablo F. Navarro, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



*Raquel V. Cavazos*  
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**

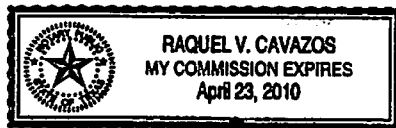
I, Juan Alvarez, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Juan Alvarez  
TITLE: Deputy Constable

DATE: 01-08-07

Before me Raquel V. Cavazos, a Notary Public, appeared Juan Alvarez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
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**

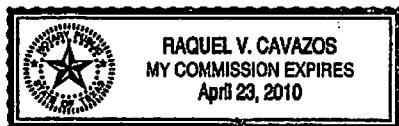
I, Joel Contreras, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: [Handwritten Signature]  
TITLE: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Joel Contreras, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
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**

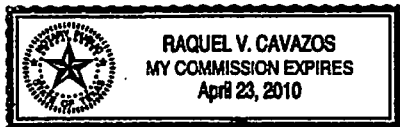
I, Eldon L. Dunn, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Eldon L. Dunn  
TITLE: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Eldon L. Dunn, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
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, Reynaldo Reyna, do hereby state that my membership in the Justice of the Peace + Constables Association 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: Reynaldo R. Reyna  
TITLE: Deputy Constable

DATE: 1/8/08

Before me Raquel V. Cavazos a Notary Public, appeared Reynaldo Reyna, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Raquel V. Cavazos  
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, Victor J. Rodriguez, do hereby state that my membership in the Justice of the Peace + Constables Association 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: Victor J. Rodriguez  
TITLE: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Victor J. Rodriguez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Raquel V. Cavazos  
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**

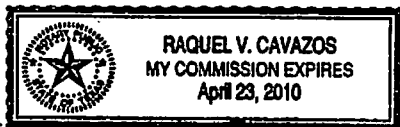
I, Isidro CASANOVA, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Isidro Casanova  
TITLE: Deputy Constable

DATE: 1-8-08

Before me Raquel V. Cavazos, a Notary Public, appeared Isidro Casanova, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

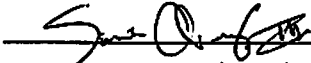
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Santos Alaniz, do hereby state that my membership in the Justice of the Peace \* Constables \* Association 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: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Santos Alaniz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
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, Richard Flores, do hereby state that my membership in the Justice of the Peace + Constable Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

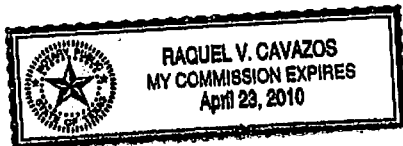
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE: 

DATE: 01-08-08

TITLE: Deputy Constable

Before me Raquel V. Cavazos, a Notary Public, appeared Richard Flores, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
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**

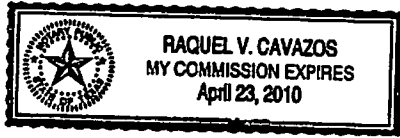
I, David Munoz, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: *David Munoz*  
TITLE: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared David Munoz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

*Raquel V. Cavazos*  
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**

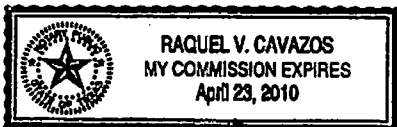
I, Rafael Ochoa, Jr., do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Rafael Ochoa  
TITLE: Deputy Constable

DATE: 01-09-08

Before me Raquel V. Cavazos, a Notary Public, appeared Rafael Ochoa, Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

Raquel V. Cavazos  
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**

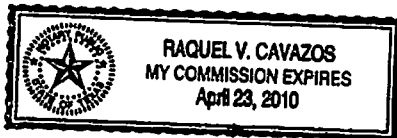
I, Oscar Ontiveros, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: *Oscar Ontiveros*  
TITLE: Deputy Constable

DATE: 01-08-08

Before me Raquel V. Cavazos, a Notary Public, appeared Oscar Ontiveros, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



( S E A L )

*Raquel V. Cavazos*  
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**

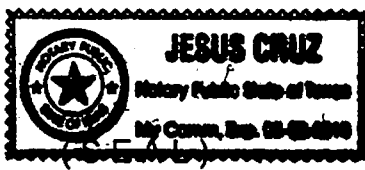
I, Raquel V. CAVAZOS, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Raquel V. Cavazos  
TITLE: Constable Clerk

DATE: 01-08-08

Before me Jesus Cruz, a Notary Public, appeared Raquel V. CAVAZOS and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Jesus Cruz  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

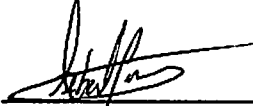
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Albert Garza, do hereby state that my membership in the Justice of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

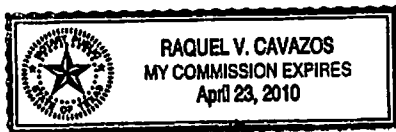
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE: 

DATE: 01-08-08

TITLE: Constable Clerk

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



(SEAL)

Raquel V. Cavazos  
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

Justices of the Peace and  
Constable's Association of Texas

P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



**Membership Renewal Notice**

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:  
DEPUTY JESUS CRUZ  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Dues, \$ ~~35.00~~ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*

Justices of the Peace and  
Constable's Association of Texas

P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



**Membership Renewal Notice**

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:  
DEPUTY PABLO F. NAVARRO  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Dues, \$ ~~35.00~~ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*



Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

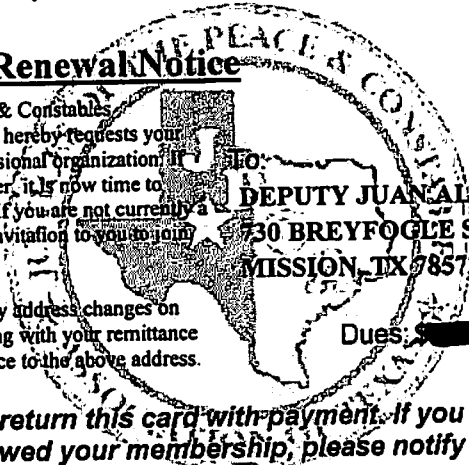
Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.



DEPUTY JUAN ALVAREZ  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Dues: 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*

Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

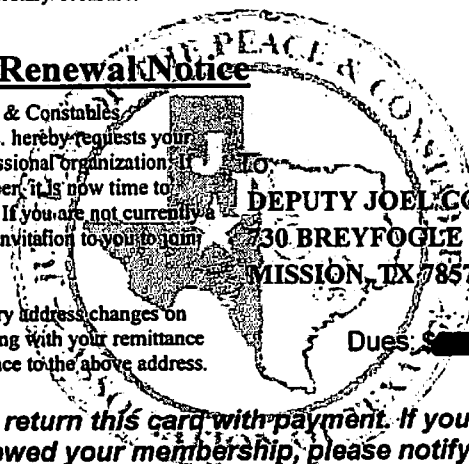
Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.



DEPUTY JOEL CONTRERAS  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Dues: 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*



Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:  
DEPUTY ELDON L. DUNN  
216 WEST 11TH STREET  
MISSION, TX 78572

Dues: \$ ~~35.00~~ 35<sup>00</sup>

*Please return this card with payment. If you have already renewed your membership, please notify this office*

Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

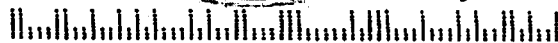
The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:  
DEPUTY REYNALDO REYNA  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Dues: \$ ~~35.00~~ 35<sup>00</sup>

*Please return this card with payment. If you have already renewed your membership, please notify this office*



**Justices of the Peace and  
Constable's Association of Texas**

**P.O. Box 518**

**Plainview, Tx 79072**

Internet Website: [www.jpca.com](http://www.jpca.com)

Judge Kaye Phillips, Secretary/Treasurer



**Membership Renewal Notice**

The Justices of the Peace & Constables  
Association of Texas, Inc. hereby requests your  
membership in our professional organization. If  
you are currently a member, it is now time to  
renew your membership. If you are not currently a  
member, we extend this invitation to you to join  
our ranks.

TO  
**DEPUTY VICTOR RODRIQUEZ**  
**730 BREYFOGLE, SUITE B**  
**MISSION, TX 78572**

Please make any necessary address changes on  
this card and return it along with your remittance  
at your earliest convenience to the above address.

Dues: \$ ~~35.00~~ **35.00**

*Please return this card with payment. If you have already  
renewed your membership, please notify this office.*

**Justices of the Peace and  
Constable's Association of Texas**

**P.O. Box 518**

**Plainview, Tx 79072**

Internet Website: [www.jpca.com](http://www.jpca.com)

Judge Kaye Phillips, Secretary/Treasurer



**Membership Renewal Notice**

The Justices of the Peace & Constables  
Association of Texas, Inc. hereby requests your  
membership in our professional organization. If  
you are currently a member, it is now time to  
renew your membership. If you are not currently a  
member, we extend this invitation to you to join  
our ranks.

TO  
**DEPUTY ISIDRO CASANOVA**  
**730 BREYFOGLE SUITE B**  
**MISSION, TX 78572**

Please make any necessary address changes on  
this card and return it along with your remittance  
at your earliest convenience to the above address.

Dues: \$ ~~35.00~~ **35.00**

*Please return this card with payment. If you have already  
renewed your membership, please notify this office.*

Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

TO  
DEPUTY SANTOS ALANIZ III  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues: \$ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*

*Deputy was terminated but his membership will be replaced with new employee.*

Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

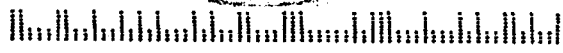
The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

TO  
DEPUTY RICHARD FLORES  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues: \$ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*



Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

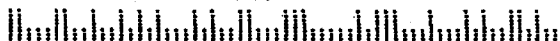
The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

To:  
DEPUTY DAVID T. MUNOZ  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues: \$30.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*



Justices of the Peace and  
Constable's Association of Texas  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com

Judge Kaye Phillips, Secretary/Treasurer



### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

To:  
DEPUTY RALPH OCHOA  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues: \$ ~~30.00~~ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*

**Justices of the Peace and  
Constable's Association of Texas**  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com



Judge Kaye Phillips, Secretary/Treasurer

### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

TO:  
**DEPUTY OSCAR ONTIVEROS**  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues: \$ ~~35.00~~ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*

**Justices of the Peace and  
Constable's Association of Texas**  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: www.jpca.com



Judge Kaye Phillips, Secretary/Treasurer

### Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

TO:  
**CO CLERK RAQUEL V. CAVAZOS**  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues: \$ ~~35.00~~ 35.00

*Please return this card with payment. If you have already renewed your membership, please notify this office*



**Justices of the Peace and  
Constable's Association of Texas**  
P.O. Box 518  
Plainview, Tx 79072  
Internet Website: [www.jpca.com](http://www.jpca.com)

Judge Kaye Phillips, Secretary/Treasurer



**Membership Renewal Notice**

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

**CONSTABLE LAZARO GALLARDO, JR.**  
730 BREYFOGLE SUITE B  
MISSION, TX 78572

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

Dues \$ **60.00**

***Please return this card with payment. If you have already renewed your membership, please notify this office***



**AI-8565**  
**Child Abuse Proclamation**  
**CC REGULAR**

**15.A.**

**Date:** 04/01/2008  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Submitted For:** Eva-CASA  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** County Judge's Office

---

**Information**

**CAPTION**

Approval of Proclamation to Proclaim April 2007 to be Child Abuse Awareness Month in Hidalgo County.

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

Link: [Proclamation](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 12:49 PM	APRV
2	Andres Castro	Andres Castro	03/28/2008 10:32 AM	APRV
3	Erika Reyna	Erika Reyna	03/28/2008 10:39 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 02:43 PM	APRV
5	Purchasing Department	Marty Salazar	03/28/2008 02:44 PM	APRV
6	Court Administrator (Originator)	Monica Badillo	03/28/2008 02:53 PM	APRV

Form Started By: Monica Badillo  
Started On: 03/26/2008 09:15 AM

Final Approval Date: 03/28/2008

---

# ***PROCLAMATION***

***WHEREAS***, Nearly 71,344 cases of child abuse and neglect were confirmed in Texas in Fiscal year 2007; and

***WHEREAS***, In Hidalgo County Child Protective Services had 5,353 investigations of child abuse and neglect in Fiscal Year 2007; and

***WHEREAS***, Of those cases investigated for abuse and neglect, a total of 2,483 were confirmed as victims of child abuse and neglect; and

***WHEREAS***, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

***WHEREAS***, Communities must make every effort to promote programs that benefit children and their families; and

***WHEREAS***, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

***WHEREAS***, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;

***NOW, THEREFORE***, the Commissioners Court of Hidalgo County, do hereby proclaim the month of April 2008 to be *Child Abuse Awareness and Prevention Month* in Hidalgo County, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

Dated this the 1<sup>st</sup> day of April, 2008.

---

**J. D. Salinas III**  
Hidalgo County Judge

---

**Sylvia S. Handy**  
Commissioner Pct. 1

---

**Hector "Tito" Palacios**  
Commissioner Pct. 2

---

**Joe M. Flores**  
Commissioner Pct. 3

---

**Oscar Garza Jr.**  
Commissioner Pct. 4

AI-8629

15.B.

**Proclamation - National Day of Prayer  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Roxanne De La Garza, COUNTY JUDGE

**Department:** COUNTY JUDGE

**Agenda Area:** County Judge's Office

---

**Information**

**CAPTION**

Approval of proclamation recognizing May 1, 2008 as National Day of Prayer

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Budgetary Impact

---

**Attachments**

Link: [NDP 2008](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 03:18 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/28/2008 01:33 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:44 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 02:44 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 02:53 PM	APRV

Form Started By: Roxanne De La Garza  
Started On: 03/27/2008 01:34 PM

Final Approval Date: 03/28/2008

---

*PROCLAMATION*

*WHEREAS*, In 1775, the first day of prayer was declared when the Continental Congress asked the colonies to join in prayer as they moved forward in forming the greatest democracy the world has ever known; and

*WHEREAS*, In 1952, a bill, requiring the President to select a day for national prayer each year, which was later signed by President Truman, unanimously passed by both houses of congress proclaiming an annual National Day of Prayer (NDP); and

*WHEREAS*, In 1988, a bill was introduced to Congress which fixed the annual National Day of Prayer as the first Thursday in May and on May 5, 1988, the bill was signed into law by President Reagan; and

*WHEREAS*, A prayerful spirit has always been an important part of our national character, and it is a force that has guided Americans of many faiths and traditions to share a common belief that God hears the prayers of His children and shows grace to those who seek Him; and

*WHEREAS*, Throughout history, Americans have turned to prayer and reflection during times of strength and times of difficulty, in moments of joy and moments of despair, when seeking comfort and giving thanks, asking for God's guidance and abiding grace; and

*WHEREAS*, God has blessed us and shed His grace on this great land, making it a treasure for generations to come. And as our nation comes together, we shall pray for unity of hearts and righteousness for this great state, this great nation and all of mankind; and

*NOW, THEREFORE BE IT PROCLAIMED*, that the Commissioners Court of Hidalgo County hereby recognizes May 1, 2008 as National Day of Prayer.

Approved this \_\_\_\_\_ day of April, 2008

\_\_\_\_\_  
J.D. SALINAS III  
County Judge

\_\_\_\_\_  
SYLVIA S. HANDY  
County Commissioner, Pct. 1

\_\_\_\_\_  
HECTOR "TITO" PALACIOS  
County Commissioner, Pct. 2

\_\_\_\_\_  
JOE M. FLORES  
County Commissioner, Pct. 3

\_\_\_\_\_  
OSCAR L. GARZA, JR.  
County Commissioner, Pct. 4

Attest:

\_\_\_\_\_  
ARTURO GUAJARDO, JR.  
County Clerk



# RESOLUTION

for placement of the Tejano Monument

WHEREAS, in the year 2000 while visiting the Texas Capital in Austin, Dr. Cayetano E. Barrera discovered that the State of Texas had no monument on its Capitol grounds commemorating the heritage and culture of the early Spanish and Mexican pioneers, commonly referred to as “Tejanos,” who explored and settled in Texas since the early 1500s, and Dr. Barrera thereafter met with State Representative Ismael “Kino” Flores to try and change this; and,

WHEREAS, in 2001, Representative Flores spearheaded a movement in the Texas legislature, along with Senator Mario Gallegos, that led to the 77th Texas Legislature’s unanimous passage of House Concurrent Resolution 38 by approving the construction of a monument paying tribute to the contributions, influences and achievements of Tejanos to the Great State of Texas on the Capitol grounds; and

WHEREAS, the Texas Legislature has continued its overwhelming support of the emplacement of the Tejano Monument on the Capitol grounds with the passage of HCR 12 in 2006 and with an appropriation in 2007; and

WHEREAS, Texas Governor Rick Perry, Texas Lieutenant Governor David Dewhurst and Texas Speaker of the House Tom Craddick, have supported the Tejano Monument and have made it possible for the Tejano Monument to become a reality; and,

WHEREAS, Tejanos past and present have influenced and enriched the cultural heritage of the State of Texas including the introduction of longhorn cattle to the lands of this great state and the introduction of the “vaquero,” the precursor to the Texas Cowboy, both of which are icons of present day Texas; and

WHEREAS, the South Capitol grounds should display statues, memorials, and commemorations of the people, ideals, and events that are synonymous with Texas identity and history; and,

WHEREAS, the Tejano Monument will serve to complete a part of Texas history missing at our state capital and inspire new generations of Texans with pride when they learn of this group of pioneers that helped shape the landscape of our great state; and,

WHEREAS, the Texas State Preservation Board will ultimately decide where the Tejano Monument is placed on the grounds of the Texas State Capitol, and which Board is currently made up of prominent Texas dignitaries including, the Honorable Rick Perry, Governor, Chairman; The Honorable David Dewhurst, Lieutenant Governor, Co-Vice Chairman; The Honorable Tom Craddick, Speaker of the House, Co-Vice Chairman; The Honorable Kim Brimer, Texas Senate; The Honorable Tony Goolsby, Texas House of Representatives; and Jocelyn Levi Straus, Citizen Board Member; and,

WHEREAS, the Tejano Monument commemorates such a significant part of Texas history that it should be placed in front of the Texas Capitol on the grounds south of the Capitol among the statutes and memorials of other prominent groups and deserving individuals which tell a story of the heritage of Texas;

NOW THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby requests that the Texas State Preservation Board select a location for the Tejano Monument in front of the Texas Capitol in Austin, Texas, in a place of prominence on the South Capitol grounds at their next meeting.

Approved this \_\_\_\_\_ day of April, 2008.

\_\_\_\_\_  
J.D. SALINAS III  
County Judge

\_\_\_\_\_  
SYLVIA S. HANDY  
County Commissioner, Pct. 1

\_\_\_\_\_  
HECTOR "TITO" PALACIOS  
County Commissioner, Pct. 2

\_\_\_\_\_  
JOE M. FLORES  
County Commissioner, Pct. 3

\_\_\_\_\_  
OSCAR L. GARZA, JR.  
County Commissioner, Pct. 4

Attest:

\_\_\_\_\_  
ARTURO GUAJARDO, JR.  
County Clerk

AI-8634

15.D.

**Proclamation - Jose Rubio**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Roxanne De La Garza, COUNTY JUDGE

**Department:** COUNTY JUDGE

**Agenda Area:** County Judge's Office

**Information**

**CAPTION**

Proclamation honoring fallen soldier Jose Abraham Rubio.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** N/A

**ACCT. #:** N/A

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact.

**Attachments**

Link: [Fallen soldier resolution](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	03/28/2008 02:43 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/28/2008 02:53 PM	APRV
3	Auditor's Office		03/28/2008 04:28 PM	NEW
Form Started By: Roxanne De La Garza			Started On: 03/27/2008 03:52 PM	
Final Approval Date: 03/28/2008				

***PROCLAMATION***

**WHEREAS**, for more than two centuries, Americans have been called to defend the founding ideals of our democracy; and

**WHEREAS**, from the opening battles of the American Revolution to today's operations in the war on terror in Afghanistan, Iraq, and around the world, the members of our military have built a tradition of honorable and faithful service; and

**WHEREAS**, 4<sup>th</sup> Class Army Specialist Jose Abraham Rubio, son of Jose and Macaria Rubio, husband of Jennifer Rubio, and father of Nikolai Cyrus Rubio served two years with the United State Army; and

**WHEREAS**, at the young age of 24, Army Specialist Rubio's life was taken in a roadside bombing in Baghdad while he and his infantry were patrolling the "Green Zone"; and

**WHEREAS**, by giving his life for the cause of freedom, he has protected and inspired all Americans; and

**NOW, THEREFORE BE IT PROCLAIMED**, that the Commissioners Court of Hidalgo County hereby honors Jose "Joe" Rubio, his commitment to our country and his legacy of patriotism and sacrifice. And commend all fallen soldiers, including Specialist Rubio, for their unwavering bravery and fearless dedication to peace and freedom in our world.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this \_\_\_\_\_ day of April, 2008.

\_\_\_\_\_  
J.D. SALINAS III  
County Judge

\_\_\_\_\_  
SYLVIA S. HANDY  
County Commissioner, Pct. 1

\_\_\_\_\_  
HECTOR "TITO" PALACIOS  
County Commissioner, Pct. 2

\_\_\_\_\_  
JOE M. FLORES  
County Commissioner, Pct. 3

\_\_\_\_\_  
OSCAR L. GARZA, JR.  
County Commissioner, Pct. 4

Attest:

\_\_\_\_\_  
ARTURO GUAJARDO, JR.  
County Clerk

**AI-8608**  
**LAP-D**  
**CC REGULAR**

**16.A.**

**Date:** 04/01/2008  
**Submitted By:** Linda Galaviz, HEAD START  
**Submitted For:** Edmundo Garcia  
**Department:** HEAD START  
**Agenda Area:** Head Start

---

**Information**

**CAPTION**

Report on LAP-D Mid Year

**BACKGROUND**

Policy Council Approval: 03-26-08

---

**Fiscal Impact**

---

**Attachments**

Link: [LAP-D](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:38 AM	APRV
2	Dale Kennan	Dale Kennan	03/27/2008 12:04 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:50 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Linda Galaviz

Started On: 03/26/2008 04:07 PM

Final Approval Date: 03/28/2008

---

Agency Name: Hidalgo County Head Start

Head Start Outcomes Report for Hidalgo County Head Start

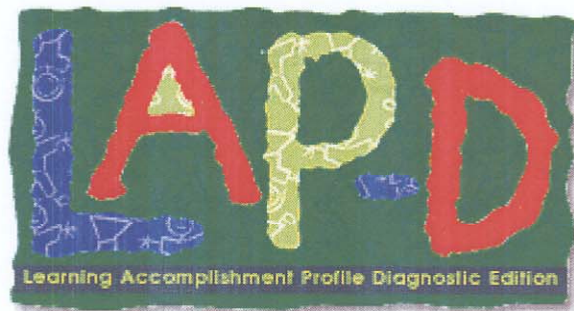
Based on Results From the LAP-D Assessment

Report Period: 08/27/2007 through 03/12/2008

Pre

Mid

Post



Head Start Child Outcome Framework:

Head Start programs must have in place an assessment system that not only measures and reports on a child's progress, but provides information useful for program planning and follow-up. As a standardized assessment instrument, the LAP-D measures children's developmental performance across four domains each containing two subscales and provides information concerning each child's developmental progress as compared to the normative sample. Two additional observation check-lists are included with the LAP-D for Personal/Social Development and Self-Help. The LAP-D provides information useful for measuring and reporting on a child's progress as well as aggregated data for program monitoring.

The following reports correlate the developmental milestones contained in the LAP-D to the Domains, Domain Elements, and Indicators from the Head Start Child Outcomes Framework. Selections were made based on the Domain, Domain Element and Indicator that most closely corresponded to the abilities of typically developing children at the developmental age for each milestone in the LAP-D. There are several instances in which specific milestone(s) could be associated with multiple indicators in the Outcomes Framework. For purposes of correlating the developmental milestones to the Outcomes Framework, we have kept items at a one-to-one association and matched the milestone to the indicator that best matches a child's ability at that age.

(The LAP-D does not measure progress towards listening, understanding and speaking English for non-English speaking children).

Tables 1 and 2 show the correspondence of the LAP-D to the Outcomes Framework. Legislatively, Head Start is required to collect and analyze data on thirteen specific Domain elements and/or indicators. Domains and/or Domain Elements containing these 13 items are denoted with an \*.

Table 1

<u>Domain</u>	<u># of Milestones</u>
Language Development *	37
Literacy *	11
Mathematics *	52
Science	17
Creative Arts	3
Social & Emotional	35
Approaches to Learning	3
Physical Health & Development	168

Table 2 lists the Head Start Child Outcomes Framework, Domains, and Domain Elements and the individual LAP-D milestones associated with each Domain Element. Information contained in the LAP-D Milestone column refers to the LAP-D item number as shown in the scoring booklet

Table 2

<u>Domain</u>	<u>Domain Element</u>	<u>LAP-D Milestone</u>
Language Development	Listening and Understanding *	LC1,LC2,LC3,LC4,LC5,LC7,LC8,LC9,LC10,LC11,LC12,LC13
	Speaking and Communicating *	LN1,LN2,LN3,LN4,LN5,LN6,LN7,LN8,LN9,LN10,LN11,LN13,LN14,LN23,LN24,LN25,LN26
Literacy	Phonological Awareness *	CM24
	Book Knowledge and Appreciation *	FM3,FM7,LN21,LC15
	Print Awareness and Concepts *	LN30,LC23
	Early Writing	FW2,FW20
	Alphabet Knowledge *	LC22, LN27
Mathematics	Number and Operations *	CC1,CC8,CC10,CC12,CC13,CC14,CC15,CC16,CC17,CC18 CC19,CC20,CC21,CC22,CC23,CC24,CC25,CC26,CC27
	Geometry and Spatial Sense	FM17,FM18,FM20,FM21,FM23,CM5,CM6,CM7,CM12,CM16
	Patterns and Measurement	CC3,CC6,CC7,CC11,CM3,CM10,CM21
Science	Scientific Skills and Methods	CM8,CM9,CM19,LN19,LN28,LN29
	Scientific Knowledge	FW13,FW15,FW21,FW23, FW25,CC30,CM15,LN15,LN16,LN17,LN20
Creative Arts	Music	-
	Art	-
	Movement	PS40
	Dramatic Play	PS2,PS23
Social and Emotional Development	Self Concept	PS4,PS5,PS6,PS16,PS17,PS18,PS27,PS30,PS35
	Self-Control	PS14,PS20,PS21,PS34

<u>Domain</u>	<u>Domain Element</u>	<u>LAP-D Milestone</u>
Social and Emotional Development	Cooperation	PS3,PS8,PS9,PS11,PS12,PS19,PS22,PS33,PS37,PS39
	Social Relationships	PS1,PS10,PS24,PS25,PS31,PS32,PS36
	Knowledge of Families and Communities	PS15,PS26,PS28,PS29,PS38
Approaches to Learning	Initiative and Curiosity	LN12,LN18,LN22
	Engagement and Persistence	-
	Reasoning and Problem Solving	-
Physical Health and Development	Fine Motor Skills	FM1,FM2,FM4,FM5,FM6,FM8,FM9,FM10,FM11,FM12 FM13,FM14,FM15,FM16,FM19,FM22,FM24,FM25,FM26 FM27,FM28,FW1,FW3,FW4,FW5,FW6,FW7,FW8,FW9 FW10,FW11,FW12,FW14,FW16,FW17,FW18,FW19 FW22,FW24,FW26,FW27,FW28,FW29,FW30,FW31 CC5,CM1,CM2,CM4,CM11,CM14
	Gross Motor Skills	GB1,GB2,GB3,GB4,GB5,GB6,GB7,GB8,GB9,GB10,GB11 GB12,GB13,GB14,GB15,GB16,GB17,GB18,GB19,GB20 GB21,GB22,GB23,GB24,GB25,GB26,GB27,GB28,GB29 GB30,GB31,GB32,GB33,GB34,GO1,GO2,GO3,GO4 GO5,GO6,GO7,GO8,GO9,GO10,GO11,GO12,GO13 GO14,GO15,GO16,GO17,GO18,GO19,GO20,GO21
	Health Status and Practices	SH1,SH2,SH3,SH4,SH5,SH6,SH7,SH8,SH9,SH10,SH11 SH12,SH13,SH14,SH15,SH16,SH17,SH18,SH19,SH20 SH21,SH22,SH23,SH24,SH25,SH26,SH27,SH28,SH29 SH30,SH31,SH32,SH33,SH34,SH35,SH36,SH37,SH38 SH39,SH40,SH41,SH42,SH43,SH44,SH45,SH46,SH47 SH48,SH49,SH50,SH51,SH52,SH53,SH54,SH55,SH56 SH57,SH58,SH59,SH60

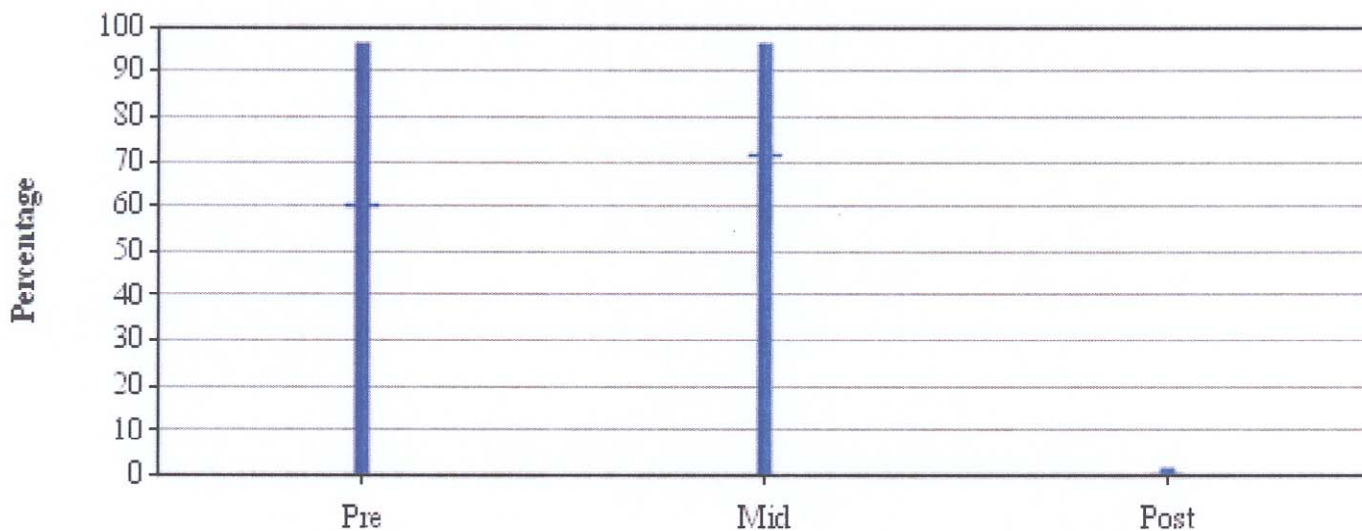
Legend:

FM Fine Motor:	Manipulation	GBGross Motor:	Body Movement
FW Fine Motor:	Writing	GOGross Motor:	Object Movement
CM Cognitive:	Matching	PSPersonal/Social	
CC Cognitive:	Counting	SHSelf-Help	
LN Language:	Naming		
LC Language:	Comprehension		

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Language Development  
 Domain Element: Listening and Understanding \*  
 Speaking and Communicating \*



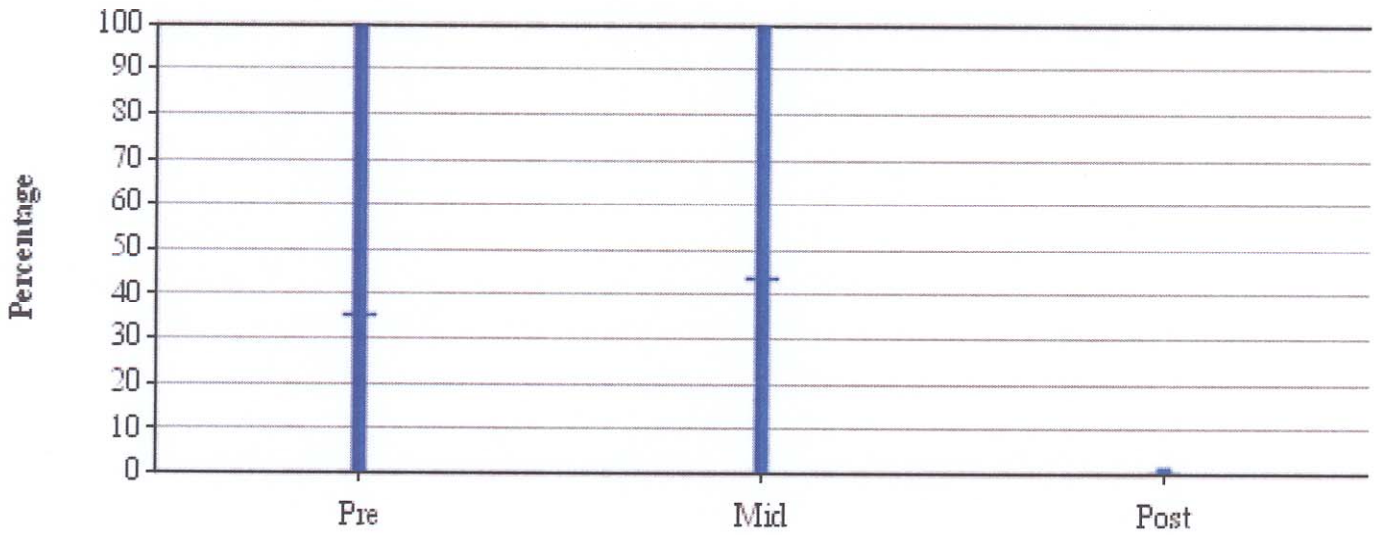
Lowest Percentage	0.00	0.00
Program Average	60.17	71.64
Highest Percentage	94.59	94.59

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3665	3364	
Average	60.17	71.64	
Avg. Percentage Gain <Loss>		11.47	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Literacy  
 Domain Element: Phonological Awareness \*  
 Book Knowledge and Appreciation \*  
 Print Awareness and Concepts \*  
 Early Writing  
 Alphabet Knowledge \*



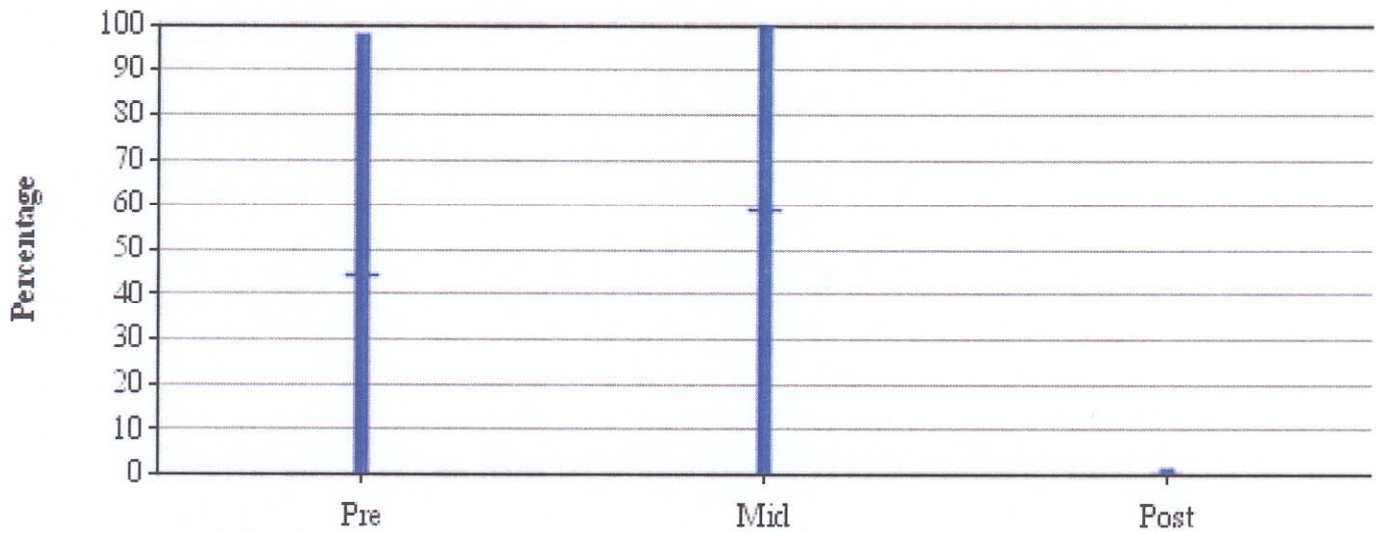
Lowest Percentage	0.00	0.00
Program Average	35.23	43.59
Highest Percentage	100.00	100.00

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3666	3364	
Average	35.23	43.59	
Avg. Percentage Gain <Loss>		8.36	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Mathematics  
 Domain Element: Number and Operations \*  
 Geometry and Spatial Sense  
 Patterns and Measurements



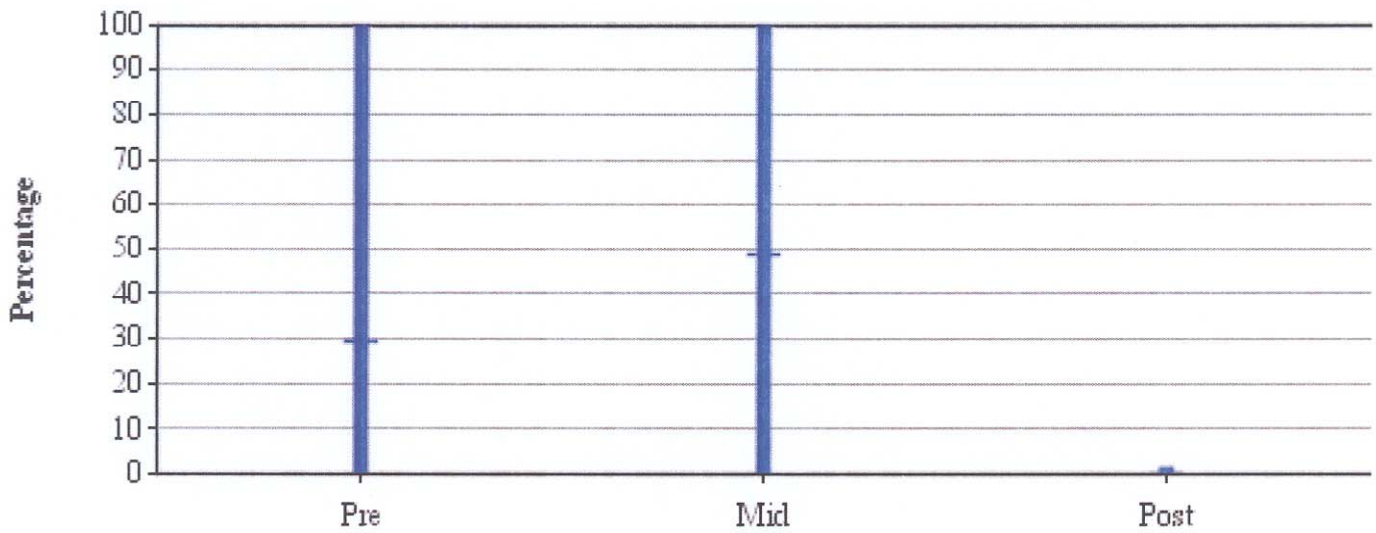
Lowest Percentage	0.00	0.00
Program Average	44.21	59.12
Highest Percentage	96.15	100.00

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3666	3364	
Average	44.21	59.12	
Avg. Percentage Gain <Loss>		14.91	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Science  
 Domain Element: Scientific Skills and Methods  
 Scientific Knowledge



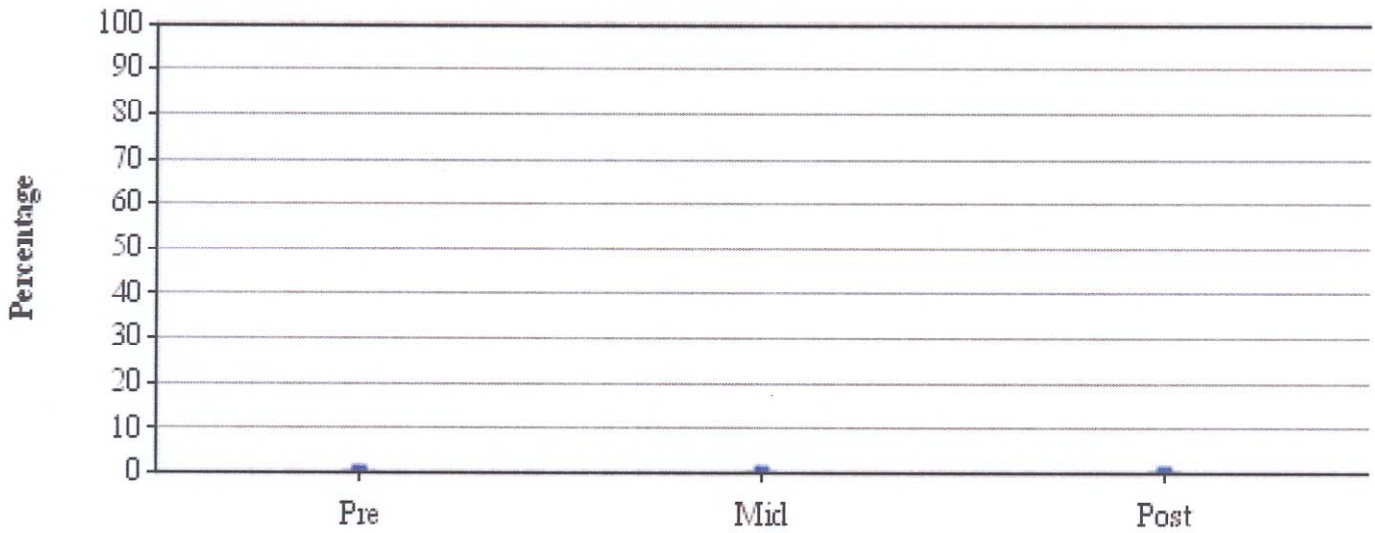
Lowest Percentage	0.00	0.00
Program Average	29.64	48.83
Highest Percentage	100.00	100.00

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3666	3364	
Average	29.64	48.83	
Avg. Percentage Gain <Loss>		19.19	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Creative Arts  
 Domain Element: Music  
 Art  
 Movement  
 Dramatic Play



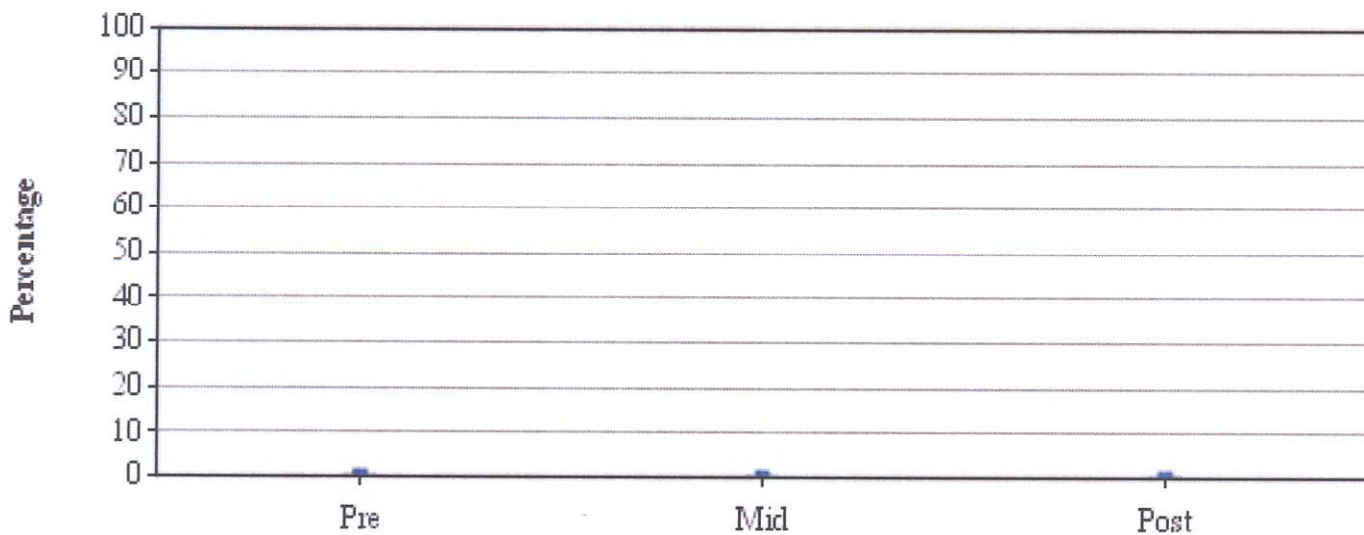
Lowest Percentage	0.00	0.00
Program Average	0.00	0.00
Highest Percentage	0.00	0.00

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3665	3364	
Average	0.00	0.00	
Avg. Percentage Gain <Loss>		0.00	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Social and Emotional Development  
 Domain Element: Self Concept  
 Self-Control  
 Cooperation  
 Social Relationships  
 Knowledge of Families and Communities



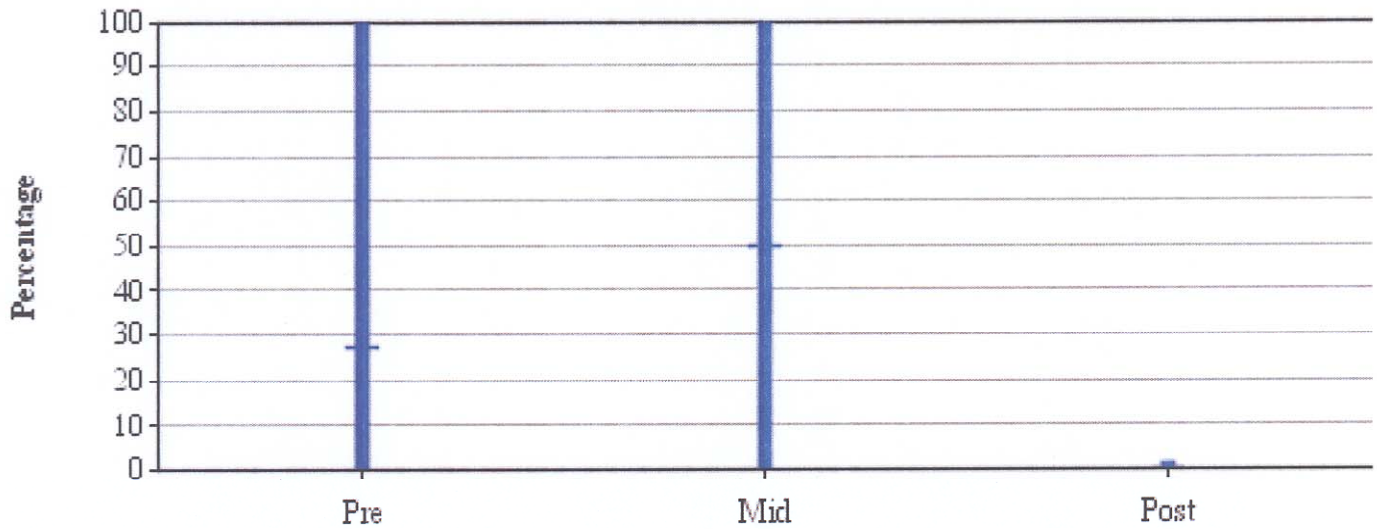
Lowest Percentage	0.00	0.00
Program Average	0.00	0.00
Highest Percentage	0.00	0.00

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3665	3364	
Average	0.00	0.00	
Avg. Percentage Gain <Loss>		0.00	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Approaches to Learning  
 Domain Element: Initiative and Curiosity  
 Engagement and Persistence  
 Reasoning and Problem Solving



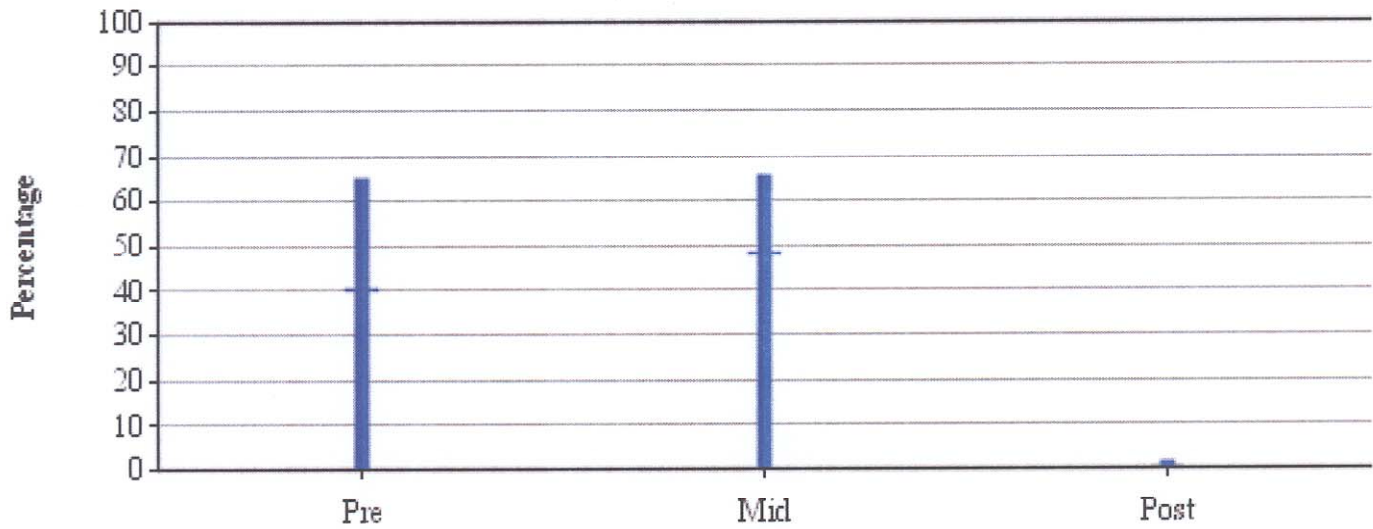
Lowest Percentage	0.00	0.00
Program Average	27.43	50.06
Highest Percentage	100.00	100.00

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3666	3364	
Average	27.43	50.06	
Avg. Percentage Gain <Loss>		22.63	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Physical Health and Development  
 Domain Element: Fine Motor Skills  
 Gross Motor Skills  
 Health Status and Practices



Lowest Percentage	0.00	0.00
Program Average	40.37	48.42
Highest Percentage	63.69	64.28

	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3665	3364	
Average	40.37	48.42	
Avg. Percentage Gain <Loss>		8.05	

**AI-8612**

**16.B.**

**Scope of Services**

**CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Linda Galaviz, HEAD START  
**Submitted For:** Edmundo Garcia  
**Department:** HEAD START  
**Agenda Area:** Head Start

---

**Information**

**CAPTION**

Discussion/Approval to Advertise and Approval of Qualifications, Requirements and Scope of Services for the Following:

1. Medical and Dental Providers
2. Mental Health Providers
3. Special Services Providers

**BACKGROUND**

Policy Council Approval: 03-26-08

---

**Fiscal Impact**

---

**Attachments**

Link: [Scope of Services](#)

---

**Form Routing/Status**

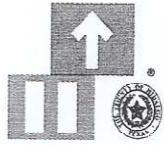
<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 08:38 AM	APRV
2	Dale Kennan	Dale Kennan	03/27/2008 12:06 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:51 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:15 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:17 PM	APRV

Form Started By: Linda Galaviz

Started On: 03/26/2008 04:19 PM

Final Approval Date: 03/28/2008

---



# Hidalgo County Head Start Program

## Policy Council Agenda

**DATE:** March 26, 2008

**SUBJECT:** Discussion/Approval to Advertise for Qualifications, Requirements and Scope of Services for the Following:

- 1) Medical and Dental Providers
- 2) Mental Health Providers
- 3) Special Services Providers

**RATIONALE/NEED:** To obtain medical/dental, mental health, and special services for the Head Start children for the next school.

**RECOMMENDATION:** Administration recommends approval.

**COST:** As specified on services required

**RELATED INFORMATION INCLUDES:** Qualification, requirements and scope of services for providers

\*\*\*\*\*

**INITIATED BY:** Ambrosio Tovar, Procurement Director 

**REVIEWED BY:** Edmundo Garcia, Assistant Director 

**EXECUTIVE DIRECTOR'S APPROVAL:** 

# Medical & Dental Providers

## MEDICAL & DENTAL REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

### Contents:

The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

- A. Name of the Medical & Dental Provider and Specialty.
- B. Business Address and Telephone Number.
- C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, resumes or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
  1. Number of available staff providing services;
  2. Cultural, linguistic sensitivity, diversity and flexibility;
  3. Office sites and locations;
  4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
  5. Include copy of Texas Drivers License photo I.D. and proof of criminal background investigation of all designated bus/van drivers.
- D. Furnish the following:
  1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.
- E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
- F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

- A. Family profile and health
- B. Nutrition
- C. Development according to age and child's health
- D. Allergies
- E. Mental Health
- F. Health Education
- G. Physical Examination – A complete physical examination to check all body Systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:
  - 1. Height-Weight
  - 2. Blood Pressure
  - 3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
  - 4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
  - 5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
  - 6. Lead screening – A procedure to determine lead levels in the blood.
  - 7. Immunizations – All or any immunizations required to update the child health record.
  - 8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
  - 9. Strabismus Testing – a procedure to determine if child tacks strength, eye coordination.
  - 10. Dental Screen – a visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).
- H. Final Diagnosis, assessment and/or Plan.
- I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

**NOTE:** The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at not cost.

**Confidentiality:** Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

II. Scope of Dental Health Services (as mandated by Medicaid Guidelines)  
Include, but not limited to the following:

- A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
  - 1. A visual examination
  - 2. X-Rays
  - 3. Prophylaxis (cleaning)
  - 4. Nutritional counseling
  - 5. Behavior management, if necessary
- B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
- C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended “List of Providers” by the dental provider.

**NOTE:** The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at not cost.

**Confidentiality:** Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child’s parent or legal guardian. All Business Associates must be in HIPAA Compliance.

**SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

# Mental Health Providers

## MENTAL HEALTH REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

### Contents:

The required contents for the RFQ for Mental Health Consultants, which include LPC, Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

- A. Name of the firm for Mental Health Providers.
- B. Business Address and Telephone Number.
- C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, resumes or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field.  
Additional information required:
  - 1. Number of available staff providing services;
  - 2. Cultural, linguistic sensitivity, diversity and flexibility;
  - 3. Office sites and locations;
  - 4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
- D. Furnish the following:
  - 1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
  - 2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
  - 3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.
- E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
- F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

- I. Scope of Mental Health Services would include, but may not be limited to the following:
- A. Classroom observation.
  - B. Individual child observation.
  - C. Psychological Assessment, Screening and Evaluations.
  - D. Family Mental Health Training.
  - E. Parenting Skills Training.
  - F. Staff Mental Health Training.
  - G. Psychological Services.
  - H. Child, Family and Staff Consultation/Counseling/Play Therapy.
  - I. Staff Technical Assistance.
  - J. Medication Management (Follow-Up).
  - K. Psychological Testing Feedback.
  - L. Behavior Modification Plans.
  - M. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
  - N. Home Visits (As Deem Necessary).
  - O. Prescribe Medication (As Deem Necessary).

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

**PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**  
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

# Special Services Providers

## SPECIAL SERVICES REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

### Contents:

The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

- A. Name of the firm for Special Services Providers.
- B. Business Address and Telephone Number.
- C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, resumes or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field.  
Additional information required:
  1. Number of available staff providing services, resume to include current place of employment, two reference letters, and updated copies of individual licenses/certificates;
  2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
  3. Office sites and locations: Provide a list of the office sites /locations through-out Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
  4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
  5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, resume to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and monitors (Preferably driver and monitor will consist of a male/female, or female/female team).
  6. Transportation is a must. **No sub-contracting for transportation shall be allowed.** The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310. (Refer to Attachment).

- D. Furnish the following:
1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
  2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
  3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.
- E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
- F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.
- G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

**Scope of Services:** The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

- I. Scope of Special Services include, but may not be limited to the following:
- A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
  - B. Family and Staff Training.
  - C. Speech-Language Therapy - Individual/Group.
  - D. Physical Therapy - Individual/Group.
  - E. Occupational Therapy - Individual/Group.
  - F. Individual Education Plan (I.E.P.) Meetings.
  - G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
  - H. Staff Technical Assistance.

**Confidentiality:** Providers must have a procedure to ensure that no information about a child is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

**SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**  
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

**AI-8611**  
**Nutrition Contest**  
**CC REGULAR**

**16.C.**

**Date:** 04/01/2008  
**Submitted By:** Linda Galaviz, HEAD START  
**Submitted For:** Edmundo Garcia  
**Department:** HEAD START  
**Agenda Area:** Head Start

---

**Information**

**CAPTION**

Presentation of Nutrition Program Contest Winners

**BACKGROUND**

Policy Council Approval: 03-26-08

---

**Fiscal Impact**

---

**Attachments**

Link: [Nutrition Contest](#)

---

**Form Routing/Status**

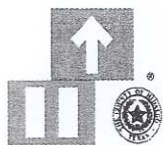
<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 08:34 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/28/2008 01:45 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:52 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:13 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Linda Galaviz

Started On: 03/26/2008 04:17 PM

Final Approval Date: 03/28/2008

---



# Hidalgo County Head Start Program

## Policy Council Agenda

**DATE:** March 26, 2008

**SUBJECT:** Presentation of Nutrition Program Contest Winners

**RATIONALE/NEED:** The Nutrition Program Contest winners were selected by the judges. One center from each of the six (6) areas was selected.

**RECOMMENDATION:** Administration recommends approval.

**COST:** None

**RELATED INFORMATION INCLUDES:** List of contest winners will be presented at the meeting

\*\*\*\*\*

**INITIATED BY:** San Juanita Rangel, Child Nutrition Director

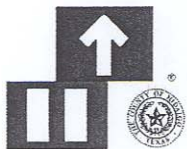
*SJRangel*

**REVIEWED BY:** Edmundo Garcia, Assistant Program Director

*E*

**EXECUTIVE DIRECTOR'S APPROVAL:**

*Leresa Flores*



# Memorandum



TO: Center Managers, Parents and Staff

FROM: Mrs. San Juanita Rangel, RD/LD-Child Nutrition Director

THROUGH: Mrs. Teresa Flores, Executive Program Director *Teresa Flores*

DATE: March 14, 2008

RE: **NUTRITION CONTEST 2008**

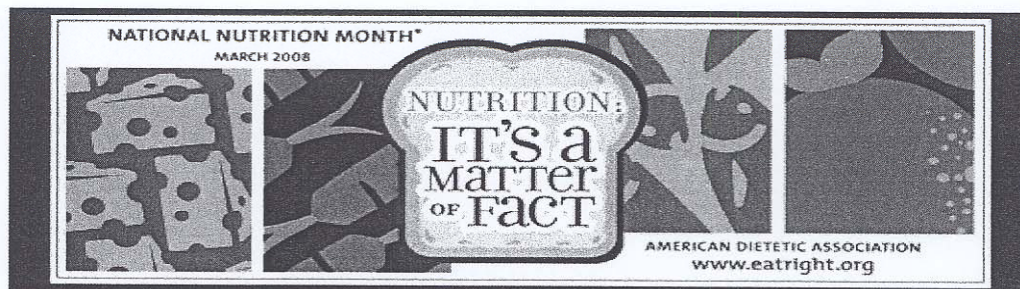
CC: Mrs. Nora Munoz, Assistant Program Director  
Mr. Edmundo Garcia, Assistant Program Director  
Education Area Directors

The Child Nutrition Department would like to thank everyone for participating in our "Annual" Nutrition Contest. It was wonderful to see the smiling faces of the children and the proud enthusiasm of the parents as they watched the contest unfold before them.

The Head Start staff performance was unequivocally contagious with enthusiasm, as they coordinated the event with the parents and children. **YOU WERE SUPERBLY EXCELLENT!** There are no other words to describe it. Thank you for making the event so wonderful.

.....AND HERE ARE THE WINNERS.....

AREA	FIRST PLACE	SECOND PLACE	THIRD PLACE
One	Palmview 3	Sullivan City	Palmview 1
Two	Alton	Mission 2	Mission 3
Three	Las Milpas 2	Las Milpas 1	Vine Terrace
Four	San Juan 2	Donna 2	San Juan 1
Five	Weslaco 2	Elsa & Weslaco 1 Tie	La Herencia
Six	Edinburg 4	Edinburg 5	Edinburg 1



## Congratulations!

**AI-8610**  
**Financial Report**  
**CC REGULAR**

**16.D.**

**Date:** 04/01/2008  
**Submitted By:** Linda Galaviz, HEAD START  
**Submitted For:** Edmundo Garcia  
**Department:** HEAD START  
**Agenda Area:** Head Start

---

**Information**

**CAPTION**

Discussion/Approval of Financial Report: February 2008

**BACKGROUND**

Policy Council Approval: 03-26-08

---

**Fiscal Impact**

---

**Attachments**

Link: [Financial Report](#)

---

**Form Routing/Status**

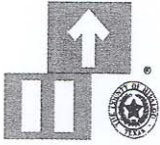
<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:41 AM	APRV
2	Erika Reyna	Erika Reyna	03/27/2008 10:27 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 02:53 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:13 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Linda Galaviz

Started On: 03/26/2008 04:14 PM

Final Approval Date: 03/28/2008

---



# Hidalgo County Head Start Program

## Policy Council Agenda

**DATE:** March 26, 2008

**SUBJECT:** Discussion/Approval of Program Financial Report

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

**RECOMMENDATION:** Administration recommends approval.

**COST:** N/A

**RELATED INFORMATION INCLUDES:** Financial Report - February 2008

\*\*\*\*\*

**INITIATED BY:** Elma Keller, Finance Director *EP Keller*

**REVIEWED BY:** Edmundo Garcia, Assistant Program Director *E Garcia*

**EXECUTIVE DIRECTOR'S APPROVAL:** *Leress Flores*

Hidalgo County Head Start Program  
 Encumbrance Budget Report - 2008 POLICY COUNCIL BUDGET  
 From 2/1/2008 Through 2/29/2008

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,099,275.04	2,172,861.50	0.00	12,926,413.54	0.86	1,667,064.70
02	FRINGE BENEFITS	5,564,297.06	860,366.37	0.00	4,703,930.69	0.85	541,337.37
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	1.00	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
05	SUPPLIES	827,802.60	220,914.21	0.00	606,888.39	0.73	195,714.06
06	OTHER COST	<u>1,725,032.30</u>	<u>300,793.02</u>	<u>110,031.51</u>	<u>1,314,207.77</u>	<u>0.76</u>	<u>236,653.08</u>
Report Total		<u>23,226,407.00</u>	<u>3,554,935.10</u>	<u>110,031.51</u>	<u>19,561,440.39</u>	<u>0.84</u>	<u>2,640,769.21</u>

**AI-8586**  
**WIC**  
**CC REGULAR**

**17.A.**

**Date:** 04/01/2008  
**Submitted By:** Margarita Gonzalez, WIC  
**Submitted For:** Norma L. Longoria, WIC Director  
**Department:** WIC  
**Agenda Area:** WIC

---

**Information**

**CAPTION**

Discussion, consideration, and approval of appropriation of funds (increase WIC Administration budget) in the amount of \$250,000.00.

**BACKGROUND**

Monies available through cumulative surplus revenues; surplus page & budget amendment attached.

---

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1292-441-00-350-001-8-XXX  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of \$250,000.00 due to surplus revenues (surplus page attached) for the WIC Administration grant for FY 2008.

Revenue Acct #8-1292-331-10-350-001-8-000 "WIC Administration Revenues".

---

**Attachments**

Link: [Surplus page](#)  
Link: [WIC Admin BA](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:21 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/27/2008 02:25 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 12:37 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 01:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:14 PM	APRV

Form Started By: Margarita Gonzalez  
Started On: 03/26/2008 02:06 PM  
Final Approval Date: 03/28/2008

---



DATE: 3/26/2008

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 8.1292.441.00.350.001.8-XXX-WIC Administration

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the following amendments ( increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
8.1292.441.00.350.001.8.741	Vehicles	100,000.00
8.1292.441.00.350.001.8.431	Bldg-R & M Service	15,000.00
8.1292.441.00.350.001.8.531	Telephone	20,000.00
8.1292.441.00.350.001.8.604	Medical Supplies	40,000.00
8.1292.441.00.350.001.8.622	Electricity	50,000.00
8.1292.441.00.350.001.8.666	Minor Office Equipment	15,000.00
8.1292.441.00.350.001.8.682	Fuel	10,000.00
	Total Appropriations	250,000.00
8-1292-331-10-350-001-8-000	WIC Administration Revenues	250,000.00
	Total Revenue	250,000.00
	TOTAL FUND BALANCE IMPACT	250,000.00

REASON: To appropriate additional funds for the WIC Administration due to surplus revenues to be received.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE:

ATTEST COUNTY CLERK

**AI-8544**

**18.A.**

**Operation Stonegarden Grant--Captain Rudy Espinoza  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Area:** Sheriff's Office

---

**Information**

**CAPTION**

Authorization and approval to apply for the Operation Stonegarden Grant with the U.S. Department of Homeland Security (DHS).

**BACKGROUND**

The grant budget includes expenses relating to: overtime hours/fringe benefits, equipment, fuel, and vehicle maintenance.

No local monies will be required.

---

**Fiscal Impact**

---

**Attachments**

Link: [stonegarden.DHS](#)

---

**Form Routing/Status**

Form Started By: Emilia Uriegas      Started On: 03/25/2008 09:58 AM  
Final Approval Date: 03/28/2008

---

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)



THOMAS A. DAVIS, JR.  
DIRECTOR

DAVID McEATHRON  
ASST. DIRECTOR



COMMISSION  
ERNEST ANGELO, JR.  
CHAIRMAN

Allan B. Polunsky  
Elizabeth Anderson  
COMMISSIONERS

February 29, 2008

Dear Judge:

This letter is to advise you of the availability of the FY 2008 Operation Stonegarden (OPSG-08) grant program from the U.S Department of Homeland Security (DHS) for counties directly on the U.S. – Mexico border in Texas. OPSG-08 will provide funding to eligible localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the United States borders.

The OPSG-08 grant can be used for law enforcement overtime and certain law enforcement operating expenses while participating in border security operations approved by DHS. OPSG-8 grant funds can also be used to purchase or replace eligible law enforcement equipment. Grant funds cannot be used to hire additional law enforcement officers. As with most federal grants, there are a host of terms and conditions attached to the grant that limit what grant funds can be used for. There are also some uncertainties about several provisions of the grant which we have requested that DHS clarify.

Only counties may apply for OPSG-08 and they may include the local Sheriff's Office, other county level law enforcement agencies, as well as municipal police departments within the county in their grant application. This is a competitive grant with \$60 million in grant funds available for award nationwide. Texas applicants will be competing with counties along the U.S. northern and southern border. Funding allocations will be determined by an assessment of risk, the Budget Narrative that applicants must provide with their grant applications and the Operations Order that applicants develop in coordination with the local Customs and Border Protection staff.

OPSG-08 grant applications from counties are due to the State Administrative Agency at the Division of Emergency Management by April 1. The State must submit its consolidated set of county grant applications and supporting documents to DHS by May 1. We anticipate DHS will announce awards in July or August. The period of performance for the grant will be up to 36 months.

Please see the attachments to this letter, which include the DHS Grant Guidance and Application Kit and forms that will assist you in applying for this grant. Pages 13 and 14 of the DHS Guidance and Application Kit outline eligible and ineligible expenses. Attachment OPSG-08 is an electronic spreadsheet that you may use to build a budget.

I encourage you to take advantage of this grant program.

Sincerely,

Jack Colley,  
Chief

Cc: County Sheriff

Attachments:

1. OPSG-08 Form A1 Local Application
2. OPSG-08 Form A-2 Designation of Grant Officials
3. OPSG-08 Form A-3 Application of Federal Assistance
4. OPSG-08 Form A-4 Budget Worksheet
5. OPSG-08 Form A-5 Assurances and Certifications
6. FY 08 OPSG Guidance
7. OPSG 08 Appendix A
8. OPSG 08 Appendix B
9. Form 74-176 Direct Deposit Form

**AI-8560**

**19.A.**

**Abandon Unopend County Road  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Submitted For:** Joe Pena

**Department:** RIGHT OF WAY DEPT.

**Agenda Area:** Right of Way

**Information**

**CAPTION**

Authorization for discussion, consideration and action to abandon 4.81 acres of Roadway being a County Road out of Missouri Texas Land & Irrigation Company's Subdivision, Hidalgo County, Texas

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact

**Attachments**

Link: [Order](#)

Link: [Exhibit A](#)

Link: [Supporting  
Documentation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/26/2008 03:18 PM	APRV
2	Rey Salazar	Rey Salazar	03/27/2008 12:45 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 03:05 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Sandra Garcia  
Started On: 03/26/2008 08:23 AM

Final Approval Date: 03/28/2008

STATE OF TEXAS

COUNTY OF HIDALGO

**ORDER CLOSING, ABANDONING AND VACATING A 4.81 ACRES OF ROADWAY BEING A COUNTY ROAD OUT OF MISSOURI TEXAS LAND & IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS**

**WHEREAS**, the Commissioners Court of Hidalgo County, on the 1st day of April 2008, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating a 4.81 acres of Roadway being a County Road out of Missouri Texas Land & Irrigation Company's Subdivision, Hidalgo County, Texas, (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made a part hereof.

**WHEREAS**, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

**WHEREAS**, The Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

**NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED** that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

**BE IT FURTHER ORDERED** that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

**WHEREUPON**, Commissioner \_\_\_\_\_ moved for the adoption of said Order, said Motion being seconded by Commissioner \_\_\_\_\_ and duly adopted by all members of the Court present voting "aye".

\_\_\_\_\_  
Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, County Clerk

METES AND BOUNDS

OAK HILL RANCH  
COUNTY ROAD TO BE ABANDONED NORTH/SOUTH

A 4.81 ACRE TRACT OF LAND OUT OF LOTS 1, 8, 9 AND 16, BLOCK 77, AND OUT OF LOTS 4,5, 12 AND 13, BLOCK 78, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1572966, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD (RAMSEYER ROAD) AND THE EAST RIGHT OF WAY LINE OF A FORTY FOOT COUNTY ROAD (CLOSED BY HIDALGO COUNTY COMMISSIONERS' COURT ON MARCH 3, 1981) FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 09°20'E, 20.00 FEET AND S 80°40'E, 20.00 FEET FROM THE SOUTHWEST CORNER OF LOT 13, BLOCK 78.

THENCE; N 80°40'W, ALONG THE NORTH RIGHT OF WAY LINE OF MILE 20 NORTH ROAD (RAMSEYER ROAD), A DISTANCE OF 40.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED PRLS 4856 SET AT THE WEST RIGHT OF WAY LINE OF SAID FORTY FOOT COUNTY ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20'E, ALONG THE WEST RIGHT OF WAY LINE OF SAID FORTY FOOT COUNTY ROAD, A DISTANCE OF 5,240.25 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF MILE 21 NORTH ROAD (NOT OPEN) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40'E, ALONG THE SOUTH RIGHT OF WAY LINE OF MILE 21 NORTH ROAD, A DISTANCE OF 40.00 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT THE EAST RIGHT OF WAY LINE OF SAID FORTY FOOT COUNTY ROAD FOR THE NORTHEAST CORNER OF THIS TRACT.

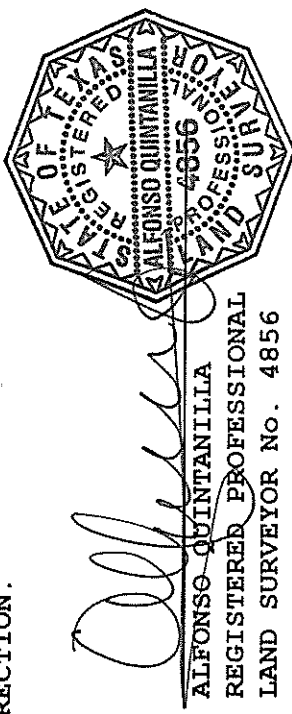
THENCE; S 09°20'W, ALONG THE EAST RIGHT OF WAY LINE OF SAID FORTY FOOT COUNTY ROAD, A DISTANCE OF 5,240.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.81 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH OAK HILL RANCH PHASE I, RECORDED IN VOLUME 52, PAGES 161-165, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

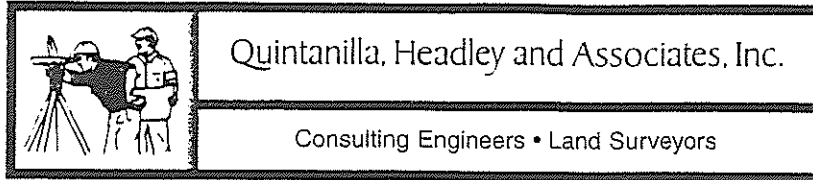
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: December 18, 2007



ALFONSO QUINTANILLA  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4856

- Municipal Projects
- Subdivisions
- Surveys



Alfonso Quintanilla, P.E., R.P.L.S.  
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

January 10, 2008

Sylvia Handy  
Hidalgo County Commissioner Pct. No. 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

**Re: Request to abandon and vacate portion of County Roadway**

Dear Commissioner Handy:

On behalf of the developer of Oak Hill Ranch, I am hereby respectfully requesting to close, abandon and vacate 4.81 acres of roadway being a County Road out of Missouri-Texas Land & Irrigation Company's Subdivision from Mile 20 North (Ramseyer Road) to Mile 21 North Road.

Attached are a survey plat and the metes and bounds description for this roadway right of way.

Please place this request on the agenda to the Commissioners' Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alfonso Quintanilla', written over a horizontal line.

Alfonso Quintanilla, P.E., R.P.L.S.  
President

Copy: Mr. Jose N. Peña, Hidalgo County Right of Way Dept. Director

MILE 21 NORTH ROAD

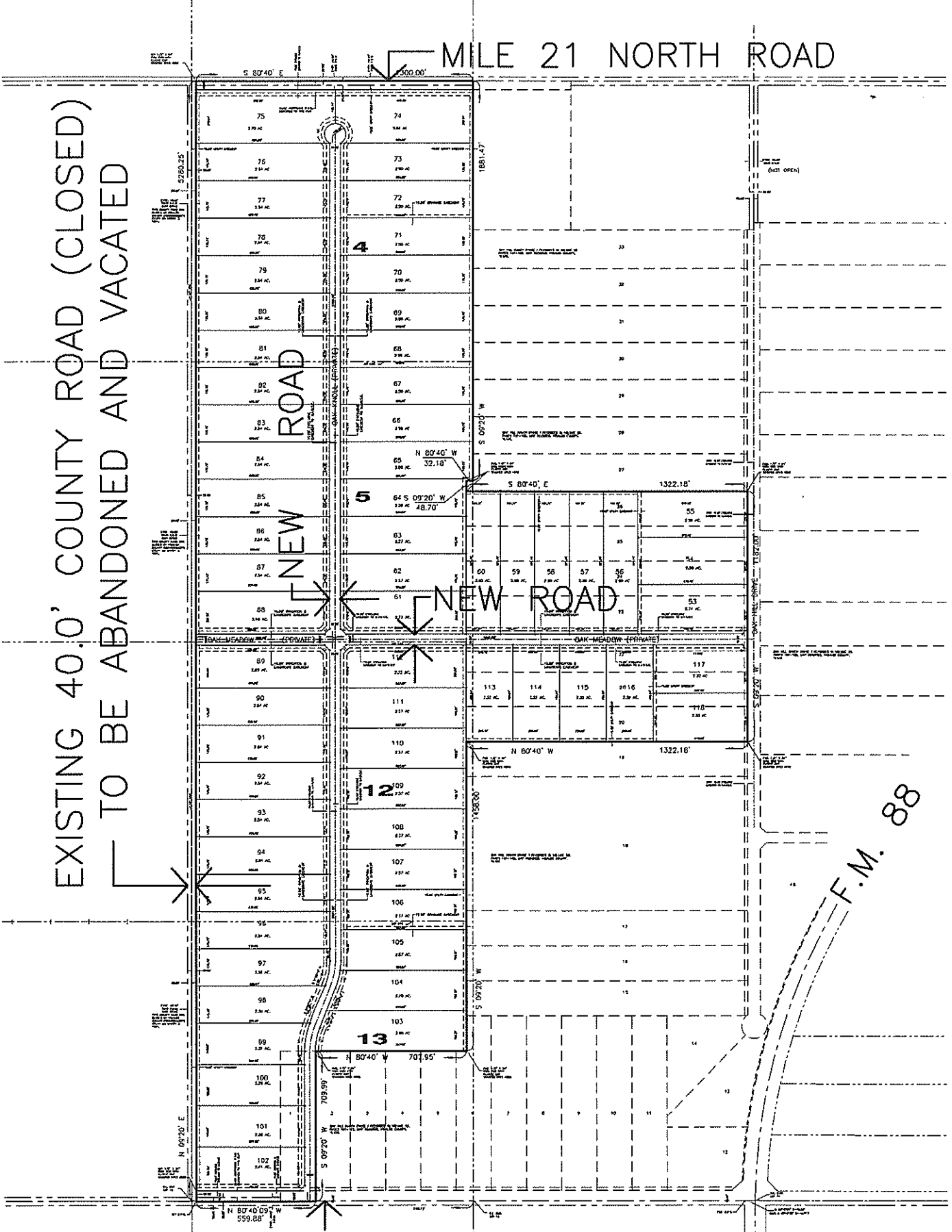
EXISTING 40.0' COUNTY ROAD (CLOSED)  
TO BE ABANDONED AND VACATED

NEW ROAD

NEW ROAD

F.M. 88

MILE 20 NORTH ROAD  
(RAMSEYER RD)



*Quintanilla, Headley & Associates, Inc.*  
*Consulting Engineers & Land Surveyors*  
*124 E. Stubbs Street*  
*Edinburg, Texas 78539*

*Fax*

---

To: ROW Dept.

From: Cynthia

Attn: Sandra

Pages: 6 (including cover sheet)

Phone: (956)

Date: March 26, 2008

Fax: (956) 283-8402

Re: Oak Hill Ranch Phase I

---

Urgent

For Review

As Requested

Please Reply

For Your File

---

*& Comments:*



Oak Hill Ranch  
Prusc 1

THE STATE OF TEXAS

COUNTY OF HIDALGO

BE IT REMEMBERED that on the 3rd day of MARCH, 1961, after due notice having been given, there was begun and

held a regular session of the Commissioners' Court in the Court Room of the County Courthouse Building, Edinburg, Hidalgo County, Texas, with the following members of said

present and part participating:

Hon. R. M. Guerra, County Judge, ABSENT

Hon. Santos Saldana, County Clerk

Hon. Ramiro Cavaazos,  
County Commissioner, Pct. #1

Hon. Charles E. Curtis  
County Commissioner, Pct. #2

Hon. Norberto Salinas  
County Commissioner, Pct. #3

Hon. J. E. Ponce  
County Commissioner, Pct. #4

WHEREAS, the following proceedings were had,

to-wit:

The following Vouchers were approved;

- General Fund
- Special Revenue
- Capitol Project
- Debt Service
- Trust & Agency

----- 0 0 0 -----

IT WAS MOVED by Commissioner PONCE, seconded by Commissioner CAVAZOS, that Commissioner Charles E. Curtis preside in the absence of County Judge R. M. Guerra;

AND, the Motion carried.

DATE 4/2/04

----- 0 0 0 -----  
A true copy I certify  
**EDDY TREVINO**  
County Clerk, Hidalgo County, Texas  
By: [Signature]

RAMIRO M. GUERRA  
COUNTY JUDGE  
HIDALGO COUNTY



P. O. BOX 1332  
112 WEST 27TH  
EDINBURG, TEXAS 78539

NOTICE

NOTICE is hereby given in accordance with Article 6252-17, as amended, that a SPECIAL MEETING of the Commissioners Court will be held on Tuesday, March 3, 1981 at 9:00 A.M. in the Conference Room of the Courthouse Annex Building, Edinburg, Hidalgo County, Texas, at which time the following business will be transacted:

1. Consideration and approval of court appointed attorneys fees
2. Consideration and approval of Court reporter fees
3. Approval of official bond for reserve deputy constable  
Precinct 3 - Adron Ticer
4. Request for Voting Machines:  
Edcouch-Elsa Independent School District  
City of Alton  
Sharyland Independent School District  
City of McAllen  
City of Mission  
McAllen Independent School District  
City of Donna
5. Assessment of property - Tax Office
6. Request permission to advertise for automatic photo processor-  
Sheriff's Department
7. Request permission to declare furniture surplus property -  
District Attorney's Office
8. Request permission for Budget Adjustment - County Extension  
Department
9. Request permission to advertise for commercial stacking  
chairs - WIC Program
10. Consideration and approval of request from Home Health Service
11. Approval of Subdivisions:  
Max Subdivision  
Northside Village Mobile Home Park Subdivision Phase II  
North Conway Subdivision #2

DATE 6/2/04  
A true copy I certify  
EDDY TREVINO  
County Clerk, Hidalgo County, Texas  
By [Signature] Deputy



CONTINUED: Agenda for March 3, 1981

- 12. Approval of Permits:  
     H. Wayne Tucker  
     Southwestern Bell
- 13. Precinct #4: Hearing on Petition to close roads
- 14. Precinct #4: Hearing on petition to cancel subdivision
- 15. Drainage: Permit for the City of McAllen
- 16. Approval of bills

DATED on this the 27th day of February, 1981

*Report re: Title IID + 6*

DATE 2/2/06

A true copy I certify  
**EDDY TREVINO**  
 County Clerk, Hidalgo County, Texas  
 By [Signature] Deputy

Commissioner PONCE asked the Court that Item #13 - Hearing on Petition to close roads, be considered first because Mr. King had to leave.

Mr. Neal King stated that he was here regarding some road closings and that the area in question was Northwest of Elsa. He stated that the property belonged to Starr Feed Yard and all owners of surrounding properties have joined in the petition. He pointed out that all roads which they were requesting that they be closed were internal roads. He stated that there was a 10 acre whose owner has not joined the petition but that he had tried to get information to him and he has not responded. He pointed out that Ms. Vona Walker, Acting Director of the ROW Department, had tried to reach him by phone yesterday and had been unable to do so.

Ms. Walker stated that she had tried to call him all day but was unable to get in contact with him. She stated that said owner would still not be denied excess to his property.

Commissioner PONCE stated that he had checked and rechecked the situation and there were no problems.

WHEREAS, the following Order of the Commissioners' Court Closing Roads;

DATE 4/2/04

A true copy I certify  
EDDY TREVINO

County Clerk, Hidalgo County, Texas  
By [Signature] Deputy

VOL 54

9



STATE OF TEXAS

COUNTY OF HIDALGO

ORDER OF THE COMMISSIONERS COURT

CLOSING ROADS

BE IT ORDERED AND ADJUDGED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

1. The Court finds that eight freeholders in Precinct No. 4 of Hidalgo County have petitioned the Court to close the roads below described, which roads have been dedicated but not opened to traffic; that notice of the closing was given in the manner prescribed by law, and that the closing of the roads is in the public interest; therefore,

The following roads are closed:

(1) The east-west road lying between Sections 65 and 66 on the north and Sections 77 and 78 on the south, all out of the Missouri-Texas Land and Irrigation Company Subdivision, the portion sought to be closed having as its western terminus the east right-of-way line of north-south county road running through the centers of Sections 66 and 77 of said subdivision and having as its eastern terminus the west right-of-way line of Texas Highway 88.

(2) The north-south road lying between Sections 77 and 78, Missouri-Texas Land and Irrigation Company Subdivision, the portion sought to be closed having as its northern terminus the common corners of Sections 65, 66, 77, and 78, Missouri-Texas Land and Irrigation Company Subdivision and having as its southern terminus on the north right-of-way line of the existing county road bounding Sections 77 and 78 of said subdivision on the south.

(3) The north-south road lying in the center of Section 78, Missouri-Texas Land and Irrigation Company Subdivision, the portion sought to be closed having as its southern terminus the north-west right-of-way of Texas Highway 88 and as its northern terminus the common boundary line between Sections 65 and 78 of said subdivision.

(4) The unused roadway easement which is the west 26 feet of the north 330 feet of that part of Lot 10, Block 77, Missouri-Texas Land and Irrigation Company Subdivision not occupied by the north-south county road bounding said lot on the west, as such unused easement is described by the instrument recorded at Volume 325, Page 211, Hidalgo County Deed Records.

IT WAS MOVED by Commissioner PONCE, seconded by Commissioner SALINAS, that said roads, be, and the same are hereby closed and the said freeholders in Pct. #4, are hereby authorized to close the roads, above described, which roads have been dedicated but not opened to traffic; and it is further ordered, adjudged, and decreed that this order shall be spread upon the minutes of this Court;

AND, the Motion upon being put to a vote carried.

DATE 6/2/09  
A true copy I certify  
EDDY TREVINO  
County Clerk

FAX JOURNAL REPORT

TIME : 03/26/2008 14:00  
 NAME :  
 FAX :  
 SER.# : BROE6F831013 ~

NO.	DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT
#194	03/26	10:41		42	03	OK	RX ECM
	03/26	11:32	956 381 0527	02:34	06	OK	RX ECM
	03/26	12:51	914804432518	45	01	OK	TX ECM

BUSY: BUSY/NO RESPONSE  
 NG : POOR LINE CONDITION / OUT OF MEMORY  
 POL : POLLING  
 RET : RETRIEVAL  
 PC : PC-FAX

**AI-8600**

**19.B.**

**Variance Request  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Submitted For:** Joe Pena

**Department:** RIGHT OF WAY DEPT.

**Agenda Area:** Right of Way

---

**Information**

**CAPTION**

Precinct No. 4:

Authorization for discussion, consideration and/or action for a proposed variance request to open-cut Rojas Road approximately 2/10 mile east on "I" Road on the North Side-Gonzalo Alvarado -NAWS.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact

---

**Attachments**

Link: [Permit Application](#)

Link: [Pavement Cut](#)

[Repair Specs](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:28 AM	APRV
2	Rey Salazar	Rey Salazar	03/27/2008 01:05 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 03:07 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Sandra Garcia

Started On: 03/26/2008 03:17  
PM

Final Approval Date: 03/28/2008

---

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2" inch** ~~gas/ sewer/ irrigation~~ water line; said line to be constructed of **PVC** material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water ~~gas/ sewer/ irrigation~~ line is to be constructed, reconstructed, laid and maintained, **described as follows:**

**1. Approximately 2/10 mile east on "I" Rd on the NS of Rojas St – Need to break pavement to locate water line – Gonzalo Alvarado ( 3/4" service connection )**

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all

related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.
7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which covenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirety the covenants, obligations and requirements hereinbefore set out.
8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.
9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.
10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the

Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the \_\_\_\_\_ Day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 1

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 2

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 3

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation  
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78539 (956)383-1618 fax (956)318-0909  
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 26th Day of March, 2008.

BY: Blanca G. Garza  
Signature  
Clerk  
\_\_\_\_\_  
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS,111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public, State of Texas

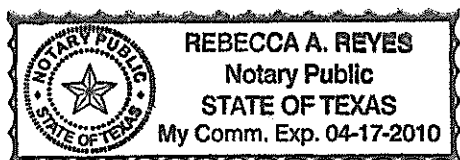
My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of March, 2008.



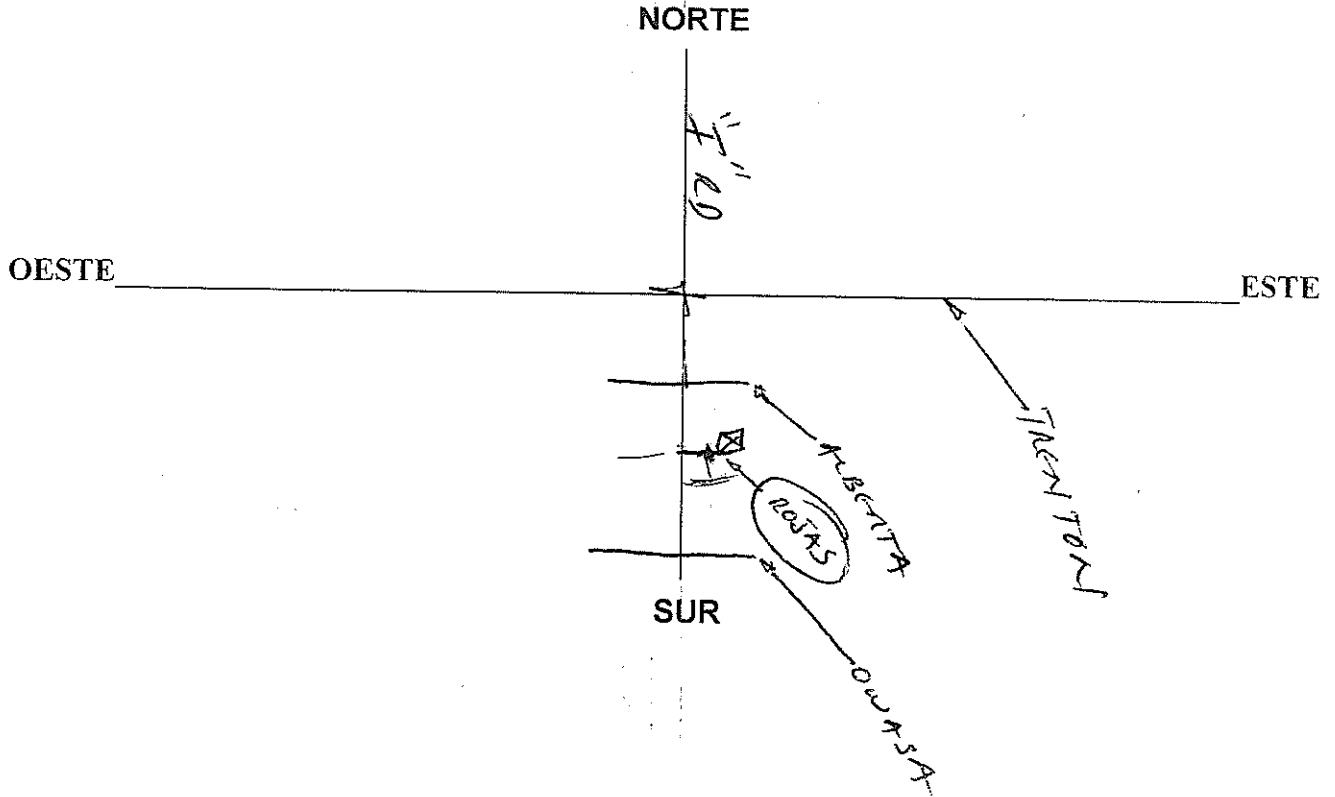
*Rebecca A Reyes*  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

**\*\*COLOQUE UNA ESTACA EN LA LOCALIDAD CON SU NOMBRE EN LA ESTACA\*\***

**La estaca debe tener tres (3) pies de alto.**

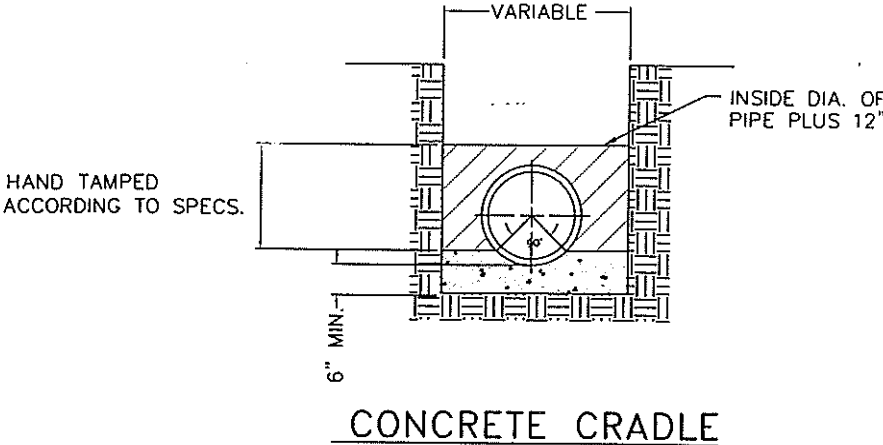
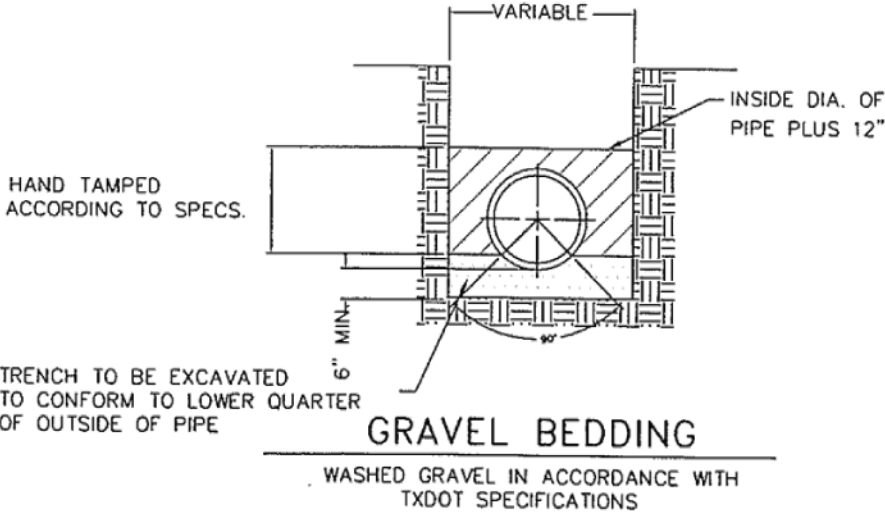
Haga un mapa que muestre la localidad.



## PAVEMENT CUT REPAIR

- 1 PERMITTEE SHALL PROVIDE ADEQUATE TRAFFIC CONTROL SIGNS AND PERSONNEL AS REQUIRED BY THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 2 LINE AND GRADE SHALL BE STAKED BY PERMITTEE 24 HOURS IN ADVANCE OF CONSTRUCTION FOR COUNTY INSPECTION OF OTHER AFFECTED UTILITIES.
- 3 ALL BACKFILL SHALL BE PERFORMED IN 8 INCH LOOSE LAYERS COMPACTED TO 95% STANDARD PROCTOR DENSITY. 3% CEMENT STABILIZED BACKFILL SHALL BE PLACED FROM 18 INCHES BELOW FINISHED GRADE TO TOP OF SUBGRADE. TESTING OF BACKFILL MATERIAL AND COMPACTION SHALL BE THE RESPONSIBILITY OF THE PERMITTEE. TESTING RESULTS SHALL BE PROVIDED TO THE HIDALGO COUNTY PLANNING DEPARTMENT AND/OR HIDALGO COUNTY ROW DEPARTMENT BEFORE THE COVERING OF THE TRENCH. IF COMPACTION FAILS. THEN PERMITTEE SHALL REMOVE BACKFILL MATERIAL AND REINSTALL IN SAID 8 INCH LIFTS AND RE-COMPACT TO MEET SAID COMPACTION SPECIFICATIONS.
- 4 THE PAVING STRUCTURE SHALL BE REPLACED WITH A 2 INCH HMAC AND 8 INCH BASE.
- 5 ALL PAVING CUTS SHALL BE IN STRAIGHT LINES AND THE EDGES EITHER CUT OR BROKEN IN UNIFORM SQUARE EDGES.
- 6 THE PATCH ON ASPHALT STREETS SHALL EXTEND A MINIMUM OF 36 INCHES ON EITHER SIDE OF THE TRENCH CONCRETE STREETS SHALL HAVE AN EXPANSION JOINT WHERE NEW CONCRETE ABUTS OLD.
- 7 ANY FUTURE SETTLEMENT SHALL BE REPAIRED BY THE PERMITTEE FOR A PERIOD OF ONE YEAR.
- 8 ANY SHRUBBERY, DOMESTIC PLANTS OR GRASS REMOVED DURING CONSTRUCTION SHALL BE REPLANTED AND MAINTAINED BY QUALIFIED PERSONNEL FOR 3 MONTHS.
- 9 ANY EXISTING SIGNS SHALL BE REMOVED AND REINSTALLED BY THE PERMITTEE ONLY UNDER THE SUPERVISION OF THE HIDALGO COUNTY ROW AND/OR THE PLANNING DEPARTMENT.
- 10 THE ISSUANCE OF THE PERMIT GRANTS PERMISSION TO WORK WITHIN COUNTY ROW FOR THE PURPOSE OF LAYING THE PROPOSED FACILITY, BUT DOES NOT GUARANTEE A ROUTE FREE OF OBSTRUCTIONS SUCH AS UTILITY LINES WHETHER PRIVATELY OR COMMERCIALY OWNED IN ORDER TO PREVENT DAMAGE TO THESE UTILITY LINES IT IS THE PERMITTEE'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES OR PRIVATE OWNERS FOR THE EXACT LOCATIONS OF ANY FACILITIES THAT MAY BE IN THE PATH OF THE PROPOSED WORK.
- 11 THE ROW MUST BE CLEARED OF TRASH AND EXCESS DIRT AND LEFT IN A NEAT, CLEAN CONDITION UPON COMPLETION OF THE INSTALLATION.
- 12 IN CROSSING, THE TOP OF THE UTILITY LINE SHALL BE A MINIMUM OF 2 FEET BELOW GRADE LINE IN DITCHES OR A MINIMUM OF 4 FEET BELOW THE

PAVEMENT EDGE. WHICHEVER IS GREATER. IN CURB AND GUTTER SECTION YOUR LINE SHALL BE COVERED A MINIMUM OF 2.5 FEET BELOW THE FLOW LINE OF THE GUTTER WHERE THE BORING METHOD IS REQUIRED BY THE COUNTY, OVER CUTTING IN EXCESS OF 1 INCH DIAMETER SHALL BE REMEDIED BY PRESSURE GROUTING THE ENTIRE INSTALLATION.



AI-8581

20.A.

**Agenda Meeting Request  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Mary Ybarra, COMM. PCT. #1  
**Submitted For:** Mary Ybarra  
**Department:** COMM. PCT. #1  
**Agenda Area:** Precinct #1

---

**Information**

**CAPTION**

Road & Bridge:

1. Discussion, consideration and approval to create one (1) permanent full-time Maintenance III position, slot#121-005-0073 at \$32,000.00 per year and one (1) permanent full-time Tire Repair/Maintenance position, slot # 121-005-074 at \$22,000.00 per year.
2. Approval of revise salary schedule.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1201-431-00-121-005-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available lapsed funding as of 03/27/2008. rc

---

**Attachments**

- Link: [Job Description-  
Maintenance III](#)  
Link: [Job Description- Tire  
Repair/Maintenance](#)  
Link: [Road & Bridge  
Maintenance III](#)  
Link: [Road & Bridge  
Maint. PAR](#)  
Link: [PCT No. 1- AI 8581  
Fiscal Note](#)  
Link: [Revised Salary  
Schedule](#)
- 

**Form Routing/Status**

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Dina Trevino	03/26/2008 02:55 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/27/2008 01:32 PM	APRV
3	Dale Kennan	Dale Kennan	03/28/2008 11:20 AM	APRV
4	Human Resources		03/28/2008 04:28 PM	NEW

Form Started By: Mary Ybarra

Started On: 03/26/2008 01:52  
PM

Final Approval Date: 03/28/2008

---

**HIDALGO COUNTY  
ROAD & BRIDGE  
PAVED/UNPAVED**

---

Job Title:	Maintenance III	FLSA Status:	Non-Exempt
Department:	121	Civil Service Status:	Non-Exempt

---

**SUMMARY**

Performs supervisory duties as directed. Maintains safe conditions on all county roads and bridges within Precinct. Performs various tasks of construction and maintenance throughout the precinct.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Checks daily construction schedule to keep appraised of materials needed on the job.
- Prepares and recommends approval of project eligibility, environmental review, and citizen participation documents.
- Good knowledge and experience in interpreting County, State and Federal rules and regulations.
- Regular attendance is a must.
- Ability to work well with others.
- Performs supervisory duties as directed.
- Patches holes on county roads and/or bridges.
- Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct.
- Performs a variety of preventative maintenance and repair work on equipment.
- Performs maintenance and construction duties including installing culverts.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig ditches or holes.
- Loads materials, trash, brush, etc., onto truck. May sometime unload the same.
- May replace tires on county vehicles.

**QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION and/or EXPERIENCE**

- High School diploma.
- Business Administration required and minimum three years of Advance Education
- Three years of supervisory experience and
- Ability to review projects documentation of all phases of project selection, progress and completion is required.
- Experience and training, which provides the required knowledge, skills and abilities to perform duties.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

## **OTHER SKILLS AND ABILITIES**

- Should be able to operate other general equipment such as backhoe, loader, etc.
- Should be able to train employees on the various types of equipment.
- May be required to address personnel issues.
- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment. Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform all duties of Maintenance I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

## **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity that permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions that involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

## **ACCIDENT PREVENTION PROGRAM**

Required to follow all department safety regulations.

**HIDALGO COUNTY  
ROAD & BRIDGE  
PAVED/UNPAVED**

---

JOB TITLE: Tire Repair/Maintenance

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 121

CIVIL SERVICE STATUSES: NON EXEMPT

---

**SUMMARY**

Employee will repair flat tires and assist with miscellaneous maintenance related duties. Employee shall assist mechanics, pick up supplies, minor welding work and perform minor repairs on vehicle/equipment (as instructed by mechanics.) Employee shall be dispatched to all covered areas of the precinct for repairs as needed.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Will be required to repair and/or replace tires as needed.
- May assist with repairs and performs preventative maintenance on all Precinct vehicle/equipment.
- Will be required to order and stock all pertinent supplies and parts as needed for the tire repairs.
- Must keep detailed daily log.
- Must keep tire inventory.
- Assist in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May perform minor welding work/repairs.
- May load material, trash, brush, etc. onto truck. May sometimes unload the same.
- Maintains shop area clean on daily basis.
- Regular attendance is a must.
- Ability to work well with others.

**QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

**EDUCATION and/or EXPERIENCE**

- High School diploma or General Education Degree (GED) preferred.
- Minimum of three continuous years experience repairing tires.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Employee must have a current valid Texas Motor Vehicle Operator's License; CDL "B" or higher (preferred).
- Must be able to be insured by the County's insurance carrier.

## **OTHER SKILLS AND ABILITIES**

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment and vehicles.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Weekend & extended hours as needed, shall work a minimum of one weekend and/or holiday approximately every 3 months.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over forty (40) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate sometimes loud.

## **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;
- Demonstrating intellectual capabilities;

Effectively handle work environments and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

**ACCIDENT PREVENTION PROGRAM**

Required to follow all departments' safety regulations



# HIDALGO COUNTY

## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:**

Pol. 1 / 121

**CURRENT POSITION TITLE:**

**DATE:**

3/26/2008

**CURRENT SLOT. #:**

**REQUESTED POSITION TITLE:** Maintenance III  
(For new positions or reclassifications)

121-005-0720073

pe

**REQUEST FOR:**

New Position       Temporary Position       Position Reclassification\*       Other \_\_\_\_\_

\*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount:    \$ \_\_\_\_\_    \$ 32,000.00    \$ 32,000.00  
    Current Budgeted Salary     Proposed Budgeted Salary     Net Change

Position to be funded from one of the following:

Current Department Budget       Annual Budget Cycle       Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113        Part Time Employee Object 114     \_\_\_\_\_  
 Full Time Temporary Object 121        Part Time Temporary Object 122     \$ \_\_\_\_\_  
 Enter hourly rate for temp. positions  
 Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)		
<table style="width: 100%;"> <tr> <td style="width: 50%;"> <b>CIVIL SERVICE:</b>            Exempt    <input type="checkbox"/>            Non-Exempt    <input checked="" type="checkbox"/>            N/A    <input type="checkbox"/> </td> <td style="width: 50%;"> <b>FLSA:</b>            Exempt    <input type="checkbox"/>            Non-Exempt    <input checked="" type="checkbox"/> </td> </tr> </table>					<b>CIVIL SERVICE:</b> Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	<b>FLSA:</b> Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/>
<b>CIVIL SERVICE:</b> Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	<b>FLSA:</b> Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/>					

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

Currently pending projects are in dire need of a position that requires the experience and skills that this position holds. This individual will not only be supervising, but will also be responsible to operate various road equipment as part of the daily operation crew.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

Please see attached job description.

**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

N/A

**COMMENTS:** (Any comments you wish to make regarding this request)

N/A

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1. <u>Anthony J. Iskandy</u>	DATE <u>3/26/08</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2. <u>Paul Wilson</u>	DATE <u>3/27/2008</u>	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3. <u>Paul Wilson</u>	DATE <u>3/28/08</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4. _____	DATE _____			



# HIDALGO COUNTY

## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:**

Pct. 1 / 121

**DATE:**

3/26/2008

**CURRENT POSITION TITLE:**

**CURRENT SLOT. #:**

**REQUESTED POSITION TITLE:** Tire Repair/Maintenance  
(For new positions or reclassifications)

121-005-07-0074 *re*

**REQUEST FOR:**

New Position    
  Temporary Position    
  Position Reclassification\*    
  Other \_\_\_\_\_

\*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount:    
 \$ \_\_\_\_\_    
 Current Budgeted Salary    
 \$ 22,000.00    
 Proposed Budgeted Salary    
 \$ 22,000.00    
 Net Change

Position to be funded from one of the following:

Current Department Budget    
  Annual Budget Cycle    
  Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113     
 Part Time Employee Object 114   
 Full Time Temporary Object 121     
 Part Time Temporary Object 122     
 \$ \_\_\_\_\_  
 Enter hourly rate for temp. positions  
 Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
<b>CIVIL SERVICE:</b> Exempt <input type="checkbox"/> FLSA: Exempt <input type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> Non-Exempt <input checked="" type="checkbox"/> N/A <input type="checkbox"/>				

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

This position will allow us to remedy the tire repair need with our Precinct, without delaying on repair need out on the field, covering all areas of the Precinct.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

Please see attached job description.

**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

N/A

**COMMENTS:** (Any comments you wish to make regarding this request)

N/A

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.	<u>Julius A. Standley</u> DEPARTMENT HEAD	DATE 3/26/08	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	<u>[Signature]</u> HUMAN RESOURCES DIRECTOR	DATE 3/27/2008	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<u>[Signature]</u> DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/28/2008	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

**Hidalgo County Budget Office**  
**FISCAL NOTE**

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court  
From: Valde Guerra, Budget Officer  
CC Date: Tuesday, April 01, 2008

Agenda Item: AI-8581

Summary of request/proposal: The Commissioner Pct. No. 1 Office is requesting approval to create one (1) permanent full-time Maintenance III position, slot#121-005-0073 at \$32,000.00 per year and one (1) permanent full-time Tire Repair/Maintenance position, slot # 121-005-074 at \$22,000.00 per year. Effective date 4/1/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1201	MAINTNENANCE III	0073	113	0.00	32,000.00	32,000.00
1201	TIRE REPAIR/ MAINTENANCE	0074	113	0.00	22,000.00	22,000.00
						<b>54,000.00</b>

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1201-431-00-121-005-0-	113	PCT.1 P/U RD- PERM F/T EMPL	40,603.05
8-1201-431-00-121-005-0-	211	PCT.1 P/U RD- HEALTH INSURANCE	6,261.90
8-1201-431-00-121-005-0-	212	PCT.1 P/U RD- LIFE INSURANCE	49.62
8-1201-431-00-121-005-0-	220	PCT.1 P/U RD- FICA	3,106.13
8-1201-431-00-121-005-0-	230	PCT.1 P/U RD- RETIREMENT	3,564.95
8-1201-431-00-121-005-0-	250	PCT.1 P/U RD- UNEMPLOYMENT COMP	203.02
8-1201-431-00-121-005-0-	260	PCT.1 P/U RD- WORKER'S COMP	4,007.52
		2008 Budgetary Impact	57,796.19

**2009 Budgetary Impact: 76,866.00**

**Possible Funding Sources: WITHIN DEPARTMENT BUDGET**

**Budget Office Recommendation:**

--

**HIDALGO COUNTY  
COMMISSIONER COURT  
2008 SALARY SCHEDULE**

**1201-431-00-121-005-0  
PCT.1 P/U RD**

**AI-8581**

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	\$77,250.00	\$0.00	\$77,250.00	0.04	\$3,090.00	\$0.00	\$80,340.00	\$80,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,340.00
0002	113	BUDGET MANAGER	\$65,000.00	\$0.00	\$65,000.00	0.04	\$2,600.00	\$0.00	\$67,600.00	\$67,600.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,080.00
0003	113	HR COORD	\$58,000.00	\$0.00	\$58,000.00	0.04	\$2,320.00	\$0.00	\$60,320.00	\$60,320.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,400.00
0004	113	ADMINISTRATIVE ASSISTANT	\$54,549.00	\$0.00	\$54,549.00	0.04	\$2,182.00	\$0.00	\$56,731.00	\$52,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,000.00
0005	113	R.O.W. DIRECTOR	\$45,895.00	\$0.00	\$45,895.00	0.04	\$1,835.80	\$0.00	\$47,731.00	\$47,731.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,731.00
0006	113	INVENTORY COOR	\$45,000.00	\$0.00	\$45,000.00	0.04	\$1,800.00	\$0.00	\$46,800.00	\$46,800.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,880.00
0007	113	ACCOUNTANT	\$45,000.00	\$0.00	\$45,000.00	0.04	\$1,800.00	\$0.00	\$46,800.00	\$46,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,800.00
0009	113	COORDINATOR	\$40,755.00	\$0.00	\$40,755.00	0.04	\$1,630.20	\$0.00	\$42,385.00	\$42,385.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,685.00
0010	113	SAFETY DIRECTOR	\$39,112.00	\$0.00	\$39,112.00	0.04	\$1,564.00	\$0.00	\$40,676.00	\$39,445.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,865.00
0011	113	ASST FIELD/OP DIR	\$36,232.00	\$0.00	\$36,232.00	0.04	\$1,449.28	\$0.00	\$37,681.00	\$37,681.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,041.00
0012	113	SPECIAL PROJ COORD	\$36,010.00	\$0.00	\$36,010.00	0.04	\$1,440.40	\$0.00	\$37,450.00	\$37,450.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,930.00
0013	113	PAVING SUPVSR	\$34,888.00	\$0.00	\$34,888.00	0.04	\$1,395.52	\$0.00	\$36,284.00	\$36,284.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,184.00
0014	113	SAFETY COORDIN	\$34,888.00	\$0.00	\$34,888.00	0.04	\$1,395.52	\$0.00	\$36,284.00	\$36,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,284.00
0015	113	ADMINISTRATIVE SECRETARY	\$34,443.00	\$0.00	\$34,443.00	0.04	\$1,377.72	\$0.00	\$35,821.00	\$35,821.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,821.00
0017	113	ASSISTANT HUMAN RESOURCE COORDINATOR	\$31,884.00	\$0.00	\$31,884.00	0.04	\$1,275.36	\$0.00	\$33,159.00	\$33,159.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,159.00
0018	113	MAINTENANCE III	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,251.52	\$0.00	\$32,540.00	\$32,540.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,620.00
0019	113	TRCK DRIVER I	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,252.00	\$0.00	\$32,540.00	\$32,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,540.00
0020	113	HEAVY EQUIPMENT OPERATOR III	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,251.52	\$0.00	\$32,540.00	\$32,540.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,260.00
0021	113	MAINTENANCE III	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,252.00	\$0.00	\$32,540.00	\$32,321.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,321.00
0022	113	HEAVY EQUIPMENT OPERATOR I	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,251.52	\$0.00	\$32,540.00	\$32,540.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,840.00
0023	113	Maintenance III	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,251.52	\$0.00	\$32,540.00	\$32,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,540.00
0024	113	MAINTENANCE II	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,251.52	\$0.00	\$32,540.00	\$32,540.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,020.00
0025	113	MAINTENANCE III	\$31,288.00	\$0.00	\$31,288.00	0.04	\$1,252.00	\$0.00	\$32,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0027	113	GRANTS SPECIALIST	\$31,078.00	\$0.00	\$31,078.00	0.04	\$1,243.00	\$0.00	\$32,321.00	\$31,078.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,078.00
0028	113	TRF CTRL SPC I	\$30,787.00	\$0.00	\$30,787.00	0.04	\$1,231.48	\$0.00	\$32,018.00	\$32,018.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,618.00
0029	113	MECHANIC II	\$29,834.00	\$0.00	\$29,834.00	0.04	\$1,193.36	\$0.00	\$31,027.00	\$31,027.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,327.00
0030	113	HEAVY EQ OP II	\$29,094.00	\$0.00	\$29,094.00	0.04	\$1,163.76	\$0.00	\$30,258.00	\$30,258.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,518.00
0031	113	MAINTENANCE III	\$28,067.00	\$0.00	\$28,067.00	0.04	\$1,122.68	\$0.00	\$29,190.00	\$29,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,190.00
0032	113	MECHANIC I	\$27,882.00	\$0.00	\$27,882.00	0.04	\$1,115.28	\$0.00	\$28,997.00	\$0.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00
0033	113	CLERK/RECEPTIONIST	\$26,938.00	\$0.00	\$26,938.00	0.04	\$1,077.52	\$0.00	\$28,016.00	\$28,016.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,016.00
0034	113	MECHANIC I	\$26,938.00	\$0.00	\$26,938.00	0.04	\$1,078.00	\$0.00	\$28,016.00	\$21,725.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,725.00
0035	113	HEAVY EQ OP III	\$26,786.00	\$0.00	\$26,786.00	0.04	\$1,071.44	\$0.00	\$27,857.00	\$27,857.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,177.00
0036	113	HEAVY EQ OP II	\$26,781.00	\$0.00	\$26,781.00	0.04	\$1,071.24	\$0.00	\$27,852.00	\$27,852.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,692.00
0037	113	MAINTENANCE II	\$26,781.00	\$0.00	\$26,781.00	0.04	\$1,071.00	\$0.00	\$27,852.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0038	113	HEAVY EQ OP II	\$26,781.00	\$0.00	\$26,781.00	0.04	\$1,071.00	\$0.00	\$27,852.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0039	113	HEAVY EQUIPMENT OPERATOR III	\$25,991.00	\$0.00	\$25,991.00	0.04	\$1,039.64	\$0.00	\$27,031.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
0040	113	MAINTENANCE I	\$25,776.00	\$0.00	\$25,776.00	0.04	\$1,031.04	\$0.00	\$26,807.00	\$26,807.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,807.00
0041	113	TRUCK DRIVER III	\$25,025.00	\$0.00	\$25,025.00	0.04	\$1,001.00	\$0.00	\$26,026.00	\$26,026.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,806.00
0042	113	MAINTENANCE II	\$24,562.00	\$0.00	\$24,562.00	0.04071	\$1,000.00	\$0.00	\$25,562.00	\$25,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,562.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2008 SALARY SCHEDULE**

**1201-431-00-121-005-0  
PCT.1 P/U RD**

**AI-8581**

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0043	113	TRCK DRIVER III	\$24,562.00	\$0.00	\$24,562.00	0.04071	\$1,000.00	\$0.00	\$25,562.00	\$25,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,562.00
0044	113	TRCK DRIVER I	\$23,607.00	\$0.00	\$23,607.00	0.04236	\$1,000.00	\$0.00	\$24,607.00	\$24,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,607.00
0045	113	HEAVY EQUIPMENT OPERATOR III	\$23,607.00	\$0.00	\$23,607.00	0.04236	\$1,000.00	\$0.00	\$24,607.00	\$24,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,607.00
0046	113	HEAVY EQ OP I	\$23,334.00	\$0.00	\$23,334.00	0.04286	\$1,000.00	\$0.00	\$24,334.00	\$24,334.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,754.00
0047	113	TRUCK DRIVER III	\$23,334.00	\$0.00	\$23,334.00	0.04286	\$1,000.00	\$0.00	\$24,334.00	\$24,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,334.00
0048	113	TRUCK DRIVER III	\$23,000.00	\$0.00	\$23,000.00	0.04348	\$1,000.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0049	113	TRCK DRVER III	\$23,000.00	\$0.00	\$23,000.00	0.04348	\$1,000.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0050	113	TRCK DRIVER III	\$23,000.00	\$0.00	\$23,000.00	0.04348	\$1,000.00	\$0.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
0051	113	HEAVY EQ OP I	\$22,483.00	\$0.00	\$22,483.00	0.04448	\$1,000.00	\$0.00	\$23,483.00	\$23,483.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,563.00
0052	113	MAINTENANCE I	\$22,236.00	\$0.00	\$22,236.00	0.04497	\$1,000.00	\$0.00	\$23,236.00	\$23,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,236.00
0053	113	MAINTENANCE I	\$22,236.00	\$0.00	\$22,236.00	0.04497	\$1,000.00	\$0.00	\$23,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0054	113	HEAVY EQ OP I	\$22,033.00	\$0.00	\$22,033.00	0.04539	\$1,000.00	\$0.00	\$23,033.00	\$23,033.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,033.00
0055	113	DATA ENTRY CLERK	\$20,988.00	\$0.00	\$20,988.00	0.04765	\$1,000.00	\$0.00	\$21,988.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0056	113	HEAVY EQUIPMENT OPERATOR III	\$20,985.00	\$0.00	\$20,985.00	0.04765	\$1,000.00	\$0.00	\$21,985.00	\$21,985.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,345.00
0057	113	MAINTENANCE I	\$20,635.00	\$0.00	\$20,635.00	0.04846	\$1,000.00	\$0.00	\$21,635.00	\$21,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,635.00
0058	113	MAINTENANCE I	\$20,635.00	\$0.00	\$20,635.00	0.04846	\$1,000.00	\$0.00	\$21,635.00	\$21,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,635.00
0059	113	MAINTENANCE I	\$19,345.00	\$0.00	\$19,345.00	0.05169	\$1,000.00	\$0.00	\$20,345.00	\$20,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,345.00
0060	113	MAINTENANCE I	\$19,345.00	\$0.00	\$19,345.00	0.05169	\$1,000.00	\$0.00	\$20,345.00	\$20,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,345.00
0061	113	ADMINISTRATIVE ASSISTANT	\$46,400.00	\$0.00	\$46,400.00	0.04	\$1,856.00	\$0.00	\$48,256.00	\$48,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,256.00
T062	121	HEAVY EQ OP I	\$20,985.00	\$0.00	\$20,985.00	0	\$0.00	\$0.00	\$20,985.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,985.00
T063	121	HEAVY EQ OP I	\$20,985.00	\$0.00	\$20,985.00	0	\$0.00	\$0.00	\$20,985.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,985.00
T064	121	HEAVY EQ OP II	\$26,781.00	\$0.00	\$26,781.00	0	\$0.00	\$0.00	\$26,781.00	\$26,624.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,624.00
T065	121	MAINTENANCE I	\$20,635.00	\$0.00	\$20,635.00	0	\$0.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
T066	121	MAINTENANCE II	\$25,000.00	\$0.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T067	121	MAINTNENANCE III	\$31,000.00	\$0.00	\$31,000.00	0	\$0.00	\$0.00	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,000.00
T068	121	HEAVY EQ OP II	\$26,624.00	\$0.00	\$26,624.00	0	\$0.00	\$0.00	\$26,624.00	\$26,624.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,624.00
T069	121	HEAVY EQ OP II	\$26,624.00	\$0.00	\$26,624.00	0	\$0.00	\$0.00	\$26,624.00	\$26,624.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,624.00
T070	121	MAINTENANCE I	\$20,634.00	\$0.00	\$20,634.00	0	\$0.00	\$0.00	\$20,634.00	\$20,634.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,634.00
0071	113	COMMUNITY LIAISON	\$42,000.00	\$0.00	\$42,000.00	0	\$0.00	\$0.00	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,000.00
0072	113	DIRECTOR OF OPERATIONS	\$0.00	\$65,265.00	\$65,265.00	0	\$0.00	\$0.00	\$65,265.00	\$65,265.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,265.00
0073	113	MAINTENANCE III	\$0.00	\$32,000.00	\$32,000.00	0	\$0.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0074	113	TIRE REPAIR/ MAINTENANCE	\$0.00	\$22,000.00	\$22,000.00	0	\$0.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>			\$2,074,344.00	\$119,265.00	\$2,193,609.00		\$74,606.84	\$0.00	\$2,248,418.00	\$1,985,850.00	\$16,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,001,870.00

**NEW PROPOSED POSITIONS PENDING CC APPROVAL.**

**AI-8587**

**20.B.**

**Precinct 1- Parks Department  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Noe Montez, COMM. PCT. #1  
**Submitted For:** Joseph Palacios  
**Department:** COMM. PCT. #1  
**Agenda Area:** Precinct #1

**Information**

**CAPTION**

1. Public Hearing on Sunset Hill and Sunrise Hill park renovations.
2. Discussion and approval of resubmission of Texas Parks and Wildlife Grant -Urban Outdoor Grants Program- Texas Parks and Wildlife.
3. Approval of Resolution: County of Hidalgo submission to Texas Parks and Wildlife Grants Program- Urban Outdoor Grants Program.
4. Discussion and approval of resubmission of Texas Parks and Wildlife Grant - Urban Indoor Grants Program- Texas Parks and Wildlife.
5. Approval of resolution: County of Hidalgo submission to Texas Parks and Wildlife Grants Program - Indoor Grants Program

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** Unprovided  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No documentation provided. Associated backup requested and should be attached at a later date or provided at CC (as per Noe M. at Pct. #1).

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route</b>	<b>Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1		Budget & Management	Dina Trevino	03/26/2008 03:02 PM	APRV
2		Dale Kennan	Dale Kennan	03/28/2008 07:22 AM	APRV
3		Auditor's Office	Linda Fong	03/28/2008 12:41 PM	APRV
4		Purchasing Department	Marty Salazar	03/28/2008 01:12 PM	APRV
5		Court Administrator	Monica Badillo	03/28/2008 01:14 PM	APRV

Form Started By: Noe Montez

Started On: 03/26/2008 02:21  
PM

Final Approval Date: 03/28/2008

---





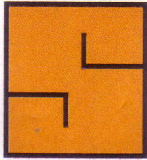
<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:19 AM	APRV
2	Dale Kennan	Dale Kennan	03/27/2008 10:28 AM	APRV
3	Auditor's Office		03/28/2008 04:28 PM	PEND

Form Started By: Jr. Munoz

Started On: 03/26/2008 10:59 AM

Final Approval Date: 03/28/2008

---



# J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS  
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

October 11, 2007

Oscar L. Garza, Jr.  
Commissioner  
Hidalgo County Precinct #4  
1102 N. Doolittle Rd  
Edinburg, Texas 78540

Re: Alberta Road Street Improvements Curb and Gutter

Mr. Garza,

Please find attached, Sascon Inc., Invoice No. 1 (One) for work completed on the above-mentioned project. This invoice reflects work done up to October 10, 2007 for Hidalgo County. We have checked the quantities and the amount invoiced and found everything to be correct. Please accept our recommendation that this invoice in the amount of \$14,400.00 be paid as submitted.

We are available to answer any questions regarding this matter.

Thank You,

Samuel D. Maldonado, P.E.  
Director of Engineering

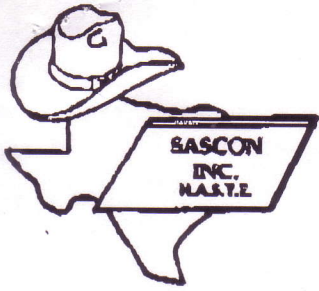
AV/av

w/ attachment

Cc: Manuel Carranza

F:\JESAENZI\ENGPROJS\Eng2004\ENG 04 033\Misc. Documents\Invoice\Invoice #1 Alberta Rd.doc





**SASCON INC.**  
 5200 N. 26<sup>TH</sup> Lane  
 McAllen, Texas 78504

- Paving
- Excavation
- Trucking
- Equipment

Phone: (956) 682-3454  
 Fax: (956) 682-2542

October 10, 2007

Hidalgo Pct. 4  
 C/O J. E. Saenz & Assoc.

Re: ~~Albert Road~~  
*(Alberta Road)*  
 INVOICE # 743

Remove and dispose of existing curb and gutter.

1400 LF @ \$2.00 \$ 2,800.00

Replaced 1450 LF of curb and gutter.

1400 LF @ \$ 8.00 \$ 11,600.00

**TOTAL AMOUNT DUE \$ 14,400.00**

**THANK YOU !!!!!!!!!!!!!**

*[Handwritten signatures]*



PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

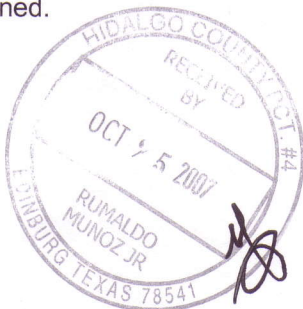
COUNTY OF HIDALGO

The undersigned contracted with Hidalgo County  
to furnish Labor Material and Equipment  
in connection with certain improvements to real property located in Hidalgo County  
County, Texas, and owned by Hidalgo County  
Which improvements are described as follows:

Curb and Gutter Improvements

In consideration of Pay Estimate No. 1 in the amount of Fourteen Thousand Four Hundred and Zero Dollars DOLLAR (\$ 14,400.00 ) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

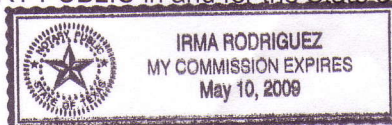


SASCON INC  
CONTRACTOR

By: Heshkon Pro  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 12<sup>th</sup> day of Oct, 2007, to certify which witness my hand and seal of office.

Irma Rodriguez  
NOTARY PUBLIC in and for the State of Texas



My Commission Expires:  
5/10/09

DATE: MARCH 26, 2008

DEPARTMENT HEAD: COMMISSIONER OSCAR L. GARZA JR.

DEPARTMENT NAME: HIDALGO COUNTY PCT. #4 – PAVED/UNPAVED

ACCOUNT NUMBER: 8-1204-431-00-124-007-0-000

CONTACT PERSON: RUMALDO MUNOZ JR. / ACCOUNTS PAYABLE CLERK

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1204-431-00-124-007-0-731	Roads	8-1204-431-00-124-007-0-733	Drainage Ditches	\$14,400.00

**TOTAL \$14,400.00**

**REASON: To Cover AI-8570 for Sascon Inc., invoice #743.**

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

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

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

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

AI-8589

23.A.5.

**HIDALGO COUNTY NEW GOVERNMENT FACILITY -  
AUDIO/VISUAL-Phase I  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo  
County

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval to proceed to issue a Purchase Order to Visual Inovations (awarded contractor through TX-MAS) for Phase I of Design, Scope of Work, Drawings, Schematics and as built for Hidalgo County Government Wing (CC & Co. Judge's Office) in the amount of \$35,000.00 and Emergency Management Center Wing in the total amount of \$25,000.00 (total of \$60,000) with authority for County Auditor to complete review, audit and processing procedures and County Treasurer to issue payment upon receipt of plans & specifications from vendor for the new Hidalgo County Government Facility Project.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1302-413-00-220-034-0-720

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 3-28-08 \$1,859,375.00 "Tax Notes, 2007-Jdgs Off. & CC-Bldg."

**Attachments**

Link: [PROPOSAL](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2008 04:36 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:21 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/28/2008 08:01 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 04:13 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Laura Moya

Started On: 03/26/2008 02:27  
PM

Final Approval Date: 03/28/2008

**Visual Innovations TXMAS contract: TXMAS-4-581010**

**Proposal Investment**

Hidalgo County Government Center

<b>Phase 1</b> Design, scope of work, drawings, schematics and as built.	<b>\$ 35,000.00</b>
<b>Phase 2</b> Integration, Training and Service	<b>\$ 360,201.96</b>

Emergency Management Center Project

<b>Phase 1</b> Design, scope of work, drawings, schematics and as-builts.	<b>\$ 25,000.00</b>
<b>Phase 2</b> Integration, Training and Service	<b>\$ 221,641.91</b>



**AI-8607**

**23.A.6.**

**Approval to Execute Agreement with L&G Engineering Laboratory  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Submitted For:** Rocio Villarreal

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Information**

**CAPTION**

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of a topographic survey with L & G Engineering Labatory, for the "Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area" as authorized & approved for negotiations by CC on 1/14/08.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1336-423-00-280-036-0-720

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Engineering Services Cost is \$15,018.53. Available balance in account is \$3,000,000.00 as of 3/28/08.

---

**Attachments**

Link: [L&G Engineering Agreement](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/27/2008 04:40 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:24 AM	APRV
3	Dale Kennan	Dale Kennan	03/28/2008 08:36 AM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Rocio Villarreal  
Started On: 03/26/2008 03:57 PM

Final Approval Date: 03/28/2008

---

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**AGREEMENT FOR GENERAL ENGINEERING SERVICES**

**C-08-051B-04-01**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the "**Owner**", and L&G Engineering Laboratory, Professional Engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

**WITNESSETH:**

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Topographic Survey Services for, "**Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area,**" for Hidalgo County.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1**  
**Employment of Engineer**

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2**  
**Character and Extent of Services**

This Agreement will provide for the project with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT “A” - Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT “B”-Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT “B”**, attached hereto.

### **ARTICLE 3 Period of Service**

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate upon completion of this project (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work

under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer**

notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

#### **ARTICLE 4 Progress and Coordination**

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided

by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved Scope of Services, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

## **ARTICLE 5 Compensation and Fees**

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1 Services.** For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for **Services** will be in the amount of **\$15,018.53**, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C- Fee Breakdown** attached. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

## **ARTICLE 6 Method of Payment**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the

provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer's** services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**Article 8. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

#### **ARTICLE 9** **Changes or Revisions in Work**

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**9.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

## **ARTICLE 10 Ownership and Release of Documents**

### **10.1 Ownership of Documents.**

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

## **ARTICLE 11 Records, Accounting, Inspection**

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

## **ARTICLE 12 Subcontracting and Assignment**

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

### **ARTICLE 13 Engineer's Seal, Responsibility and Warranties**

**13.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**13.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer**

will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

#### **ARTICLE 14 Engineer's Resources**

The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**14.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**14.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**14.3 Documents/Information Exchange.** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

## **ARTICLE 15 Indemnification**

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or

entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

#### **ARTICLE 16** **Joint and Several Liability**

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without

jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

## **ARTICLE 17 Insurance**

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars

(\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.

(4) Professional Liability in limits of \$1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed *Hidalgo County Certificate of Insurance* shall be attached hereto and identified as **EXHIBIT "E" - Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

#### **ARTICLE 18** **Gratuities**

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or

favours to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

#### **ARTICLE 19 Payment of Franchise Tax**

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax.

A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

#### **ARTICLE 20 Severability**

In the event 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.

#### **ARTICLE 21 Notices**

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**Owner:** Hidalgo County  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

**Engineer:** L & G Engineering Laboratory  
2100 W. Expressway 83  
Mercedes, TX 78570

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

## **ARTICLE 22 Miscellaneous Provisions**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

### **ARTICLE 23** **Signatory Warranty**

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

**ENGINEER:**

**HINOJOSA ENGINEERING, INC.**

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

Jacinto Garza, P.E.

**OWNER:**

**HIDALGO COUNTY**

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

Juan D. Salinas, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**Approved as to form:**      **Approved by Commissioners' Court on**

Atlas & Hall L.L.P.

\_\_\_\_\_  
By: Stephen L. Crain

**ATTACHMENTS:**

- |                  |   |
|------------------|---|
| <b>EXHIBIT A</b> | -Scope of Services to be Provided by the Owner      |
| <b>EXHIBIT B</b> | -Scope of Services to be Provided by the Engineer   |
| <b>EXHIBIT C</b> | -Fee Breakdown                                      |
| <b>EXHIBIT D</b> | -Engineer's Contract Rates                          |
| <b>EXHIBIT E</b> | -Certificate of Insurance ( <i>Hidalgo County</i> ) |

DRAFT

**AI-8598**

**23.A.7.**

**Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

---

**Information**

**CAPTION**

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation / Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:

1. Administration-Security
2. Boot Camp (Edinburg)
3. Restitution Center
4. Precinct #2
5. Buildings & Grounds

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindogui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training.

**BACKGROUND**

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** Various

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

For funding availability please see the attached 2008 Expense Report for Object Code 682 (Dated as of 3-28-08).

---

**Attachments**

Link: [Security Administration Request Form](#)

Link: [Boot Camp Request Form](#)

Link: [Restitution Center Request Form](#)

Link: [Precinct No. 2 Request Form](#)

Link: [Buildings & Grounds Request Form](#)

Link: [2008 Exp Rpt for Obj 682 \(as of 3-28-08\)](#)

---

### **Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/28/2008 01:18 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:29 PM	APRV
3	Dale Kennan	Dale Kennan	03/28/2008 03:00 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Yvette Islas  
Started On: 03/26/2008 02:59 PM

Final Approval Date: 03/28/2008

---

# COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card     
  Add Driver Pin     
  Delete Cancel Card     
  Delete/Cancel Driver

<b>Department:</b>	Parking Lot Security		
<b>Billing Address:</b>	2818 S. Bus. 281		
<b>Fuel Card Manager:</b>	Angela Garcia		
	This person can not have use of the fuel card		
<b>Phone Number:</b>	956-239-1037		
<b>County Email:</b>	Angela.garcia@co.hidalgo.tx.us		
<b>Web user Name:</b>		<b>Password:</b>	
<b>Hidalgo Co Acct Number:</b>	8-1100-419-40-115-069-0-682		
<b>Requested By:</b>	Rolando Gonzalez - RRG		
	Sign & Print Elected/Official Supervisor/Director		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	_____
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	Date Returned/Cancelled: _____
Fuel Cards Received by Department:	_____
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No	Vehicle Description	VIN Number	Purchasing Dept Only Card Number
884 041	114 Explorer XLS 4x2 4DR	1FMZU62K65ZA27229	

## Driver ID/Pin List




List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
1	Rolando	Gonzalez	089524	RR	✓
2	David	Garza	122386	RR	RR
3	Robert	Lugo	016497	RR	RR
4	Armando	Lemus	138716	RR	RR
5	Albert	Collins	133841	RR	RR
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					



## Driver ID/Pin List

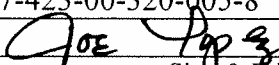
List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
1	Jose	Hernandez	103989		PS
2	Rafael	Garces	103920		PS
3	Francisco	Luevano	103967		PS
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

# COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card    
  Add Driver Pin    
  Delete Cancel Card    
  Delete/Cancel Driver

<b>Department:</b>	Hidalgo County Restitution Center		
<b>Billing Address:</b>	1124 North "M" Rd. Edinburg, Texas 78539		
<b>Fuel Card Manager:</b>	Albert Limas / Diana G Solis		
	This person can not have use of the fuel card		
<b>Phone Number:</b>	(956) 381-0733 and (956) 587-6008		
<b>County Email:</b>	rc400@hidalgococscd / ad004@hidalgococscd.com		
<b>Web user Name:</b>	Restitution Center	<b>Password:</b>	Irma / Solis
<b>Hidalgo Co Acct Number:</b>	8-1297-423-00-320-005-8		
<b>Requested By:</b>	 Sign & Print Elected/Official Supervisor/Director		Joe Lopez
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	_____
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	_____ Date Returned/Cancelled: _____
Fuel Cards Received by Department:	_____
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No	Vehicle Description	VIN Number	Purchasing Dept Only Card Number
206-218	Ford E350 15 Passenger	1FBSS31L46HA80365	
102-5247	Ford E350 15 Passenger	1FBSS31L28DA39033	
102-5248	Ford E350 15 Passenger	1FBSS31L08DA39032	
205-791	Ford E350 15 Passenger	1FBSS31L26HA80364	
892-797	Ford E350 15 Passenger	1FBSS31L25HB18366	

## Driver ID/Pin List

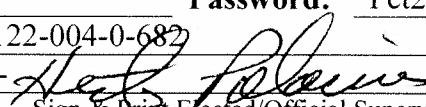
List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
1	Tony	Arroyo	103710	Ph	
2	Rodrigo	Barrera	103706	Ph	PS
3	Juan	Castillo	103946	Ph	
4	Edward	Cavazos	103910	Ph	PS
5	Gabriel	Garza	103910	Ph	PS
6	Mario	Garza	103906	Ph	PS
7	Jose	Gonzalez	104000	Ph	PS
8	Luis	Hernandez	103987	Ph	PS
9	Martin	Hinojosa	103986	Ph	
10	Rafael	Hinojosa	103985	Ph	PS
11	Robert	Lizcano	103974	Ph	PS
12	Adolfo	Luna	103964	Ph	PS
13	Ricardo	Nieto	104006	Ph	PS
14	David	Ponce	104019	Ph	PS
15	Ricardo	Ramirez	104024	Ph	PS
16	Noe	Salas	104043	Ph	
17	Jesus	Vela	104086	Ph	PS
18	Joel	Villanueva	104089	Ph	PS
19					
20					
21					
22					
23					
24					
25					

# COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card     
  Add Driver Pin     
  Delete Cancel Card     
  Delete/Cancel Driver


<b>Department:</b>	Hidalgo County Precinct #2 County Wide Shop		
<b>Billing Address:</b>	301 East State		
<b>Fuel Card Manager:</b>	Yolanda Cisneros		
	This person can not have use of the fuel card		
<b>Phone Number:</b>	956-787-1891		
<b>County Email:</b>	yoli.cisneros@co.hidalgo.tx.us		
<b>Web user Name:</b>	ymcisneros	<b>Password:</b>	Pct2cws
<b>Hidalgo Co Acct Number:</b>	8-1200-431-00-122-004-0-682		
<b>Requested By:</b>	Hector Palacios - 		
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	_____
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	_____ Date Returned/Cancelled: _____
Fuel Cards Received by Department:	_____
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No	Vehicle Description	VIN Number	Purchasing Dept Only Card Number
748-416	1998 Chevrolet P/U Truck	1GCE19MXWE232271	
735-055	1988 Western Star Tractor/Truck	2WKPDCJG4HK920604	
201-179	1994 GMC Volvo Tractor Truck	4V1WDBRFXRN672649	
900-3520	2007 Low Boy Gooseneck Trailer	1JKSGN7027P009018	
102-5274	2007 Ford R/C P/U Truck	1FTRF14W14KB81568	
102-5273	2008 Ford F550 Reg Chassis Cab P/U Truck	1FDAF56R28EC53238	




RECEIVED

MAR 25 2008

By 305 

## Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
1	REMIGIO	HUERTA	008044		
2	EDWARD	JIMENEZ	072486		
3	ENRIQUE	ESCAMILLA	095508		
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					



For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
8-1100-414-00-130-001-0-682	ELECTIONS DEPT-GASONLINE/DIESEL	15,000.00	5,000.00	-.27	-.27	10,000.27 33.33
8-1100-415-15-140-001-0-682	TAX OFF-GASOLINE/DIESEL	6,000.00	1,200.00	-.15	-.15	4,800.15 20.00
8-1100-415-18-160-001-0-682	PURCHASING-GASOLINE/DIESEL	3,000.00	2,200.00	.00	.00	800.00 73.33
8-1100-415-40-180-001-0-682	CO CLERK-GASOLINE/DIESEL	9,430.00	3,000.00	.00	.00	6,430.00 31.81
8-1100-415-40-180-002-0-682	CO CLERK RECORD ARCHIVE-GASONLINE/DIESEL	10,000.00	.00	.00	.00	10,000.00 .00
8-1100-419-10-210-001-0-682	PLANNING DEPT-GASOLINE/DIESEL	18,093.97	16,000.00	.00	.00	2,093.97 88.43
8-1100-419-40-115-069-0-682	CRTHSE PK LOT-GASOLINE/DIESEL	7,000.00	5,000.00	.00	.00	2,000.00 71.43
8-1100-419-40-220-001-0-682	GEN GOVT BLDG-GASOLINE/DIESEL	45,000.00	10,300.00	230.84	230.84	34,469.16 23.40
8-1100-419-40-220-002-0-682	BLDG MINOR ST-GASOLINE/DIESEL	15,000.00	5,000.00	.00	.00	10,000.00 33.33
8-1100-419-50-115-059-0-682	DBM-SAFETY DIV-GASOLINE/DIESEL	20,000.00	13,494.95	1,504.38	1,504.38	5,000.67 75.00
8-1100-421-00-280-001-0-682	SHERIFF-GASOLINE/DIESEL	56,000.00	500.00	9,789.25	9,789.25	45,710.75 18.37
8-1100-421-00-291-001-0-682	CONSTABLE PCT.1-GASOLINE/DIESEL	22,000.00	20,000.00	68.00	68.00	1,932.00 91.22
8-1100-421-00-292-001-0-682	CONSTABLE PCT.2-GASOLINE/DIESEL	30,000.00	30,000.00	.00	.00	.00 100.00
8-1100-421-00-293-001-0-682	CONSTABLE PCT.3-GASOLINE/DIESEL	50,000.00	6,625.39	3,354.72	3,354.72	40,019.89 19.96
8-1100-421-00-294-001-0-682	CONSTABLE PCT.4-GASOLINE/DIESEL	30,000.00	10,000.00	.00	.00	20,000.00 33.33
8-1100-421-00-295-001-0-682	CONSTABLE PCT.5-GASOLINE/DIESEL	25,000.00	25,000.00	.00	.00	.00 100.00
8-1100-422-10-300-001-0-682	EMERG SRVS-FM-GASOLINE/DIESEL	22,000.00	14,078.87	921.13	921.13	7,000.00 68.18
8-1100-423-21-280-002-0-682	JAIL-GASOLINE/DIESEL	15,000.00	.00	.00	.00	15,000.00 .00
8-1100-423-32-330-001-0-682	JUV DET HM-GASOLINE/DIESEL	2,500.00	500.00	.00	.00	2,000.00 20.00
8-1100-429-00-300-023-0-682	EMERG SRVS-EM-GASOLINE/DIESEL	5,000.00	3,752.65	862.91	862.91	384.44 92.31
8-1100-432-00-122-001-0-682	SANITATION PCT.2-GASOLINE/DIESEL	2,000.00	.00	.00	.00	2,000.00 .00
8-1100-432-00-123-001-0-682	SANITATION PCT.3-GASOLINE/DIESEL	500.00	500.00	.00	.00	.00 100.00
8-1100-432-00-124-001-0-682	SANITATION PCT.4-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00 .00
8-1100-441-00-340-001-0-682	HEALTH ADM-GASOLINE/DIESEL	65,000.00	64,992.00	.00	.00	8.00 99.99
8-1100-461-00-380-001-0-682	TX AGRILIFE EXT-GASOLINE/DIESEL	6,600.00	1,139.43	509.74	509.74	4,950.83 24.99
<b>1100 GENERAL FUND</b>		<b>480,623.97</b>	<b>238,283.29</b>	<b>17,240.55</b>	<b>17,240.55</b>	<b>225,100.13 53.17</b>
<b>1200 R&amp;B COUNTY WIDE</b>						
8-1200-431-00-122-004-0-682	CO SHOP-GASOLINE/DIESEL	8,593.92	8,593.92	.00	.00	.00 100.00
8-1200-431-00-260-001-0-682	R-O-W DEPT-GASOLINE/DIESEL	20,000.00	12,000.00	.00	.00	8,000.00 60.00

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
<b>1200 R&amp;B COUNTY WIDE</b>						
<b>1200 R&amp;B COUNTY WIDE</b>	<b>28,593.92</b>	<b>20,593.92</b>	<b>.00</b>	<b>.00</b>	<b>8,000.00</b>	<b>72.02</b>
<b>1202 R&amp;B PRECINCT NO.2</b>						
8-1202-431-00-122-005-0-682 PCT.2 RD ADM-GASOLINE/DIESEL	2,000.00	.00	.00	.00	2,000.00	.00
8-1202-431-00-122-006-0-682 PCT.2 P/U RD-GASOLINE/DIESEL	12,595.00	.00	.00	.00	12,595.00	.00
<b>1202 R&amp;B PRECINCT NO.2</b>	<b>14,595.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>14,595.00</b>	<b>.00</b>
<b>1203 R&amp;B PRECINCT NO.3</b>						
8-1203-431-00-123-005-0-682 PCT.3 P/U RD-GASOLINE/DIESEL	500.00	.00	413.54	413.54	86.46	82.71
<b>1203 R&amp;B PRECINCT NO.3</b>	<b>500.00</b>	<b>.00</b>	<b>413.54</b>	<b>413.54</b>	<b>86.46</b>	<b>82.71</b>
<b>1204 R&amp;B PRECINCT NO.4</b>						
8-1204-431-00-124-007-0-682 PCT.4 P/U RD-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
<b>1204 R&amp;B PRECINCT NO.4</b>	<b>500.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>500.00</b>	<b>.00</b>
<b>1212 PARKS PRECINCT NO.2</b>						
8-1212-452-00-122-008-0-682 PARKS PCT.2-GASOLINE/DIESEL	5,000.00	5,000.00	.00	.00	.00	100.00
<b>1212 PARKS PRECINCT NO.2</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>100.00</b>
<b>1214 PARKS PRECINCT NO.4</b>						
8-1214-452-00-124-009-0-682 PARKS PCT.4-GASOLINE/DIESEL	300.00	.00	.00	.00	300.00	.00
<b>1214 PARKS PRECINCT NO.4</b>	<b>300.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>300.00</b>	<b>.00</b>
<b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>						
8-1222-412-00-080-006-0-682 DA BAD CK-GASOLINE/DIESEL	8,000.00	3,000.00	.00	.00	5,000.00	37.50
<b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>	<b>8,000.00</b>	<b>3,000.00</b>	<b>.00</b>	<b>.00</b>	<b>5,000.00</b>	<b>37.50</b>
<b>1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND</b>						
8-1246-415-15-140-003-0-682 TAX OFF-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
<b>1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
<b>1291 HIDTA</b>						
8-1291-412-00-270-002-0-682 HIDTA TF COMMAND CTR-GASOLINE/DIESEL	24,000.00	18,041.55	5,731.42	5,731.42	227.03	99.05
8-1291-412-00-270-003-7-682 HIDTA TASK FORCE-GASOLINE/DIESEL	6,205.43	5,017.81	1,187.62	1,187.62	.00	100.00
<b>1291 HIDTA</b>	<b>30,205.43</b>	<b>23,059.36</b>	<b>6,919.04</b>	<b>6,919.04</b>	<b>227.03</b>	<b>99.25</b>
<b>1292 WIC</b>						
8-1292-441-00-350-001-8-682 WIC ADM-GASOLINE/DIESEL	15,252.67	11,318.67	.00	.00	3,934.00	74.21
<b>1292 WIC</b>	<b>15,252.67</b>	<b>11,318.67</b>	<b>.00</b>	<b>.00</b>	<b>3,934.00</b>	<b>74.21</b>
<b>1293 HEALTH DEPARTMENT</b>						
8-1293-441-00-340-005-0-682 H.D. ADM-GASOLINE/DIESEL	10,000.00	.00	.00	.00	10,000.00	.00
8-1293-441-00-340-013-8-682 TDH PHPSB-GASOLINE/DIESEL	29.37	29.37	.00	.00	.00	100.00
<b>1293 HEALTH DEPARTMENT</b>	<b>10,029.37</b>	<b>29.37</b>	<b>.00</b>	<b>.00</b>	<b>10,000.00</b>	<b>.29</b>
<b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>						

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>						
8-1295-423-00-330-028-0-682 WESL B/C-GASOLINE/DIESEL	7,000.00	1,000.00	.00	.00	6,000.00	14.29
<b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>	<b>7,000.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>6,000.00</b>	<b>14.29</b>
<b>1297 ADULT PROBATION</b>						
8-1297-423-00-320-002-8-682 BASIC SUPERVISION-GASOLINE/DIESEL	2,751.97	700.00	.00	.00	2,051.97	25.44
8-1297-423-00-320-005-8-682 RESTITUTION CTR-GASOLINE/DIESEL	24,099.66	9,000.00	53.03	53.03	15,046.63	37.56
8-1297-423-00-320-008-8-682 COMM CORR-GASOLINE/DIESEL	971.59	800.00	.00	.00	171.59	82.34
<b>1297 ADULT PROBATION</b>	<b>27,823.22</b>	<b>10,500.00</b>	<b>53.03</b>	<b>53.03</b>	<b>17,270.19</b>	<b>37.93</b>
<b>8 YEAR</b>	<b>628,423.58</b>	<b>312,784.61</b>	<b>24,626.16</b>	<b>24,626.16</b>	<b>291,012.81</b>	<b>53.69</b>

AI-8534

23.A.8.

**Fuel Credit Card Use Policy  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Ramon Vela, PURCHASING DEPT.

**Submitted For:** Ramon Vela

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Pursuant to newly adopted "Fuel Credit Card Use Policy", requesting discussion, consideration and action for the following request:

A. Adult Probation ,Restitution Center and Boot Camp, Joe Lopez Executive Director, is requesting ability to increase limits from 2 fill-ups/day to 4 fill-ups/day and monthly amount limit from \$500.00 to \$5,000.00/month/card;(vans run 24/7 and require more fuel)

**BACKGROUND**

Adult Probation: 8-1297-423-00-320-002-8-682

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1297-423-00-320-002-8-682

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$2,051.97 available balance as of 03/27/08 for the Adult Probation Department.

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1297-423-00-320-005-8-682

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$15,046.63 available balance as of 03/27/08 for the Restitution Center.

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1297-423-00-320-008-8-682

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$171.59 available balance as of 03/27/08 for the Corrections Department.

**Attachments**

Link: [Adult Probation attachment](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 02:48 PM	APRV
2	Rey Salazar	Rey Salazar	03/27/2008 10:23 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 03:16 PM	APRV
4	Martha Salazar		03/28/2008 04:28 PM	NEW

Form Started By: Ramon Vela

Started On: 03/24/2008 09:29 AM

Final Approval Date: 03/28/2008

---

**HIDALGO COUNTY**  
**COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT**  
(ADULT PROBATION)



**RICARDO P. RODRIGUEZ, JR.**  
JUDGE 92ND DISTRICT COURT

**RODOLFO "RUDY" DELGADO**  
JUDGE 93RD DISTRICT COURT

**BOBBY FLORES**  
JUDGE 139TH DISTRICT COURT

**ROSE GUERRA REYNA**  
JUDGE 206TH DISTRICT COURT

**JUAN R. PARTIDA**  
JUDGE 275TH DISTRICT COURT

**MARIO E. RAMIREZ, JR.**  
JUDGE 332ND DISTRICT COURT

**NOÉ GONZALEZ**  
JUDGE 370TH DISTRICT COURT

**JOE E. LOPEZ**  
EXECUTIVE DIRECTOR

P.O. BOX 970  
Edinburg, Texas 78540

Phone (956) 587-6000  
Fax (956) 318-2488

**LETICIA LOPEZ**  
JUDGE 389TH DISTRICT COURT

**AÍDA SALINAS FLORES**  
JUDGE 398TH DISTRICT COURT

**THOMAS P. WINGATE**  
JUDGE 430TH DISTRICT COURT

**RODOLFO "RUDY" GONZALEZ**  
JUDGE COUNTY COURT AT LAW NO. 1

**JAIME J. PALACIOS**  
JUDGE COUNTY COURT AT LAW NO. 2

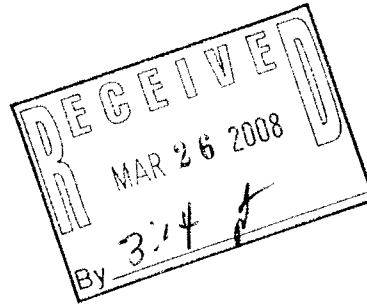
**FEDERICO (FRED) GARZA, JR.**  
JUDGE COUNTY COURT AT LAW NO. 4

**ARNOLDO CANTU**  
JUDGE COUNTY COURT AT LAW NO. 5

**ALBERT GARCIA**  
JUDGE COUNTY COURT AT LAW NO. 6

March 26, 2008

Mr Valde Guerra  
Hidalgo County Budget & Management  
Edinburg, Texas 78540



RE: Comdata Account

Dear Mrs. Salazar:

Our department will require three vendor accounts, the Adult Probation, the Restitution Center, and the Boot Camp. The Restitution Center vans run 24-7 and require more fuel. For the Center, I am requesting a limit of \$5000.00 a month with a 4 limit transaction daily. Our department will need four Supervisor Cards for myself and for:

Raul Macias	Asst Director
Robert Lizcano	Residential Director
Rick Guerrero	Supervisor

Equipment cards will be needed for the fueling of gas cans for the lawn equipment at the Boot Camp and the Restitution Center. Your assistance is appreciated.

Sincerely,

*Raul Macias for*  
Joe Lopez

Executive Director

cc: Mr. Ramon Vela

**AI-8623**

**23.B.1.**

**Pct 1-Invoice No. 11322523-L & G Engineering-C-07-451-12-26**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322523 in the amount of \$ 209,847.50 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: FM 493.

**BACKGROUND**

Invoice No. 11322523

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1336-431-00-121-049-0-841

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO # 596375

**Attachments**

Link: Invoice No.  
11322523-L & G  
Engineering

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2008 04:41 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:27 AM	APRV
3	Erika Reyna	Erika Reyna	03/28/2008 08:13 AM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Letty Saenz

Started On: 03/27/2008 09:41 AM

Final Approval Date: 03/28/2008

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11322523**  
**INVOICE DATE: 02/29/08**

**BILL TO: 34**

Hidalgo County Pct. #1  
 902 Joe Stephens  
 Weslaco, TX 78596

**JOB: 071401**

FM 493  
 c/o Hidalgo County  
 100 E. Cano  
 Edinburg, TX 78539

Contract #C-07-451-00-00  
 PO#596375/R233

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
<b>Engineering Services for the month of February 2008.</b>						
11005 Design Schem	272,500.00	43,942.50	37,807.50	81,750.00	30.0	190,750.00
12001 EA Fieldwork	10,000.00	2,000.00		2,000.00	20.0	8,000.00
12002 EA Documents	57,000.00				0.0	57,000.00
12003-Noise Analysis	3,000.00	150.00		150.00	5.0	2,850.00
12004-Cul Resc	20,000.00				0.0	20,000.00
12030-Public Invmt	20,450.00		7,200.00	7,200.00	35.2	13,250.00
13010-Prel-ROW Map/S	35,000.00	7,000.00	14,000.00	21,000.00	60.0	14,000.00
15001-Surv Plans&Des	25,000.00	5,000.00	10,000.00	15,000.00	60.0	10,000.00
15010-Surv Plan/Sub	105,000.00	21,000.00	42,000.00	63,000.00	60.0	42,000.00
15070-R&V Control/Su	35,200.00	7,040.00	14,080.00	21,120.00	60.0	14,080.00
16001-Rdwy Design	252,000.00	37,800.00	37,800.00	75,600.00	30.0	176,400.00
16100-Drainage	168,000.00	30,240.00	3,360.00	33,600.00	20.0	134,400.00
16200 Pavt Mkr & Sig	84,000.00				0.0	84,000.00
16240-Signal Design	40,000.00				0.0	40,000.00
16302-Traf Cntrl Pla	84,000.00	4,200.00		4,200.00	5.0	79,800.00
16304-Irrigation	84,000.00	4,200.00		4,200.00	5.0	79,800.00
16307-Utilities	168,000.00	8,400.00	33,600.00	42,000.00	25.0	126,000.00
16400-Contract Mgmt	100,000.00	15,000.00	10,000.00	25,000.00	25.0	75,000.00
32000-Const Mgmt	35,800.00				0.0	35,800.00
<b>TOTALS:</b>	<b>1,598,950.00</b>	<b>185,972.50</b>	<b>209,847.50</b>	<b>395,820.00</b>	<b>24.8</b>	<b>1,203,130.00</b>

ORIGINAL CONTRACT SUM \$ 1,598,950.00  
 CHANGE BY CHANGE ORDER \$ 0.00  
 CONTRACT SUM TO DATE \$ 1,598,950.00  
 TOTAL COMPLETED TO DATE \$ 395,820.00  
 LESS PREVIOUS INVOICES \$ 185,972.50

*[Signature]*  
 PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 209,847.50

8-1336-431-00-121-049-0-841  
 INVOICE RECEIVED  
 Date 3/26/08  
 Name 3/26/08  
 PO  
 596375

# L&G Engineering

Transportation Consultants

March 3, 2008

*Attm  
Noe*

Hon. Sylvia Handy  
Hidalgo County Commissioner, Pct. #1  
1902 Joe Stevens  
Weslaco, Tx 78596

**RE: FM 493**

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of February 2008. The following is attached:

- L & G's Invoice
- Exhibit C "Project Schedule"

TASK		% COMPL
L&G has coordinated with TxDOT and Precinct #1. We have completed a preliminary schematics with two options, cost estimates, ROW matrix and compensable utility estimate. A design kick-off meeting was held with TxDOT on 02-15-08. Based on TxDOT's comments, L&G prepared and submitted a cost estimate/ROW matrix to TxDOT for a segment of FM 493 (Mile 10 to Mile 13).	L&G	30%
Photographs were taken of all houses along the corridor to be used to develop matrix.	L&G	20%
This task has not begun.	L&G	0%
We have had several meetings with county to present our schematics. We have been coordinating with TxDOT to obtain any environmental documents available.	L&G	35%
This task has not begun.	L&G	0%
Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing.	RODS	60%
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor.	L&G	60%
Control points (BM's) are complete and 6,200 LF of 36,000' of Topo is complete.	RODS	60%

Page 2

H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' of Mile 10 North.	RODS	60%
We are developing a preliminary profile based on Lidar information until actual survey data is available. Typical sections for 84' roadway have been developed.	L&G	30%
Coordinated with Precinct #1 in developing preliminary hydrologic map that was used in the Feb. 15 <sup>th</sup> meeting with TxDOT. Identified potential outfalls and analyzed outfall feasibility based on preliminary storm drain size estimates and outfall elevations from Lidar data.	L&G	20%
This task has not begun.	L&G	0%
This task has not begun.		0%
We have investigated the feasibility of various traffic control options for both of the typical sections being proposed.	L&G	5%
Major irrigation crossings have been identified.	L&G	5%
An initial site survey was conducted. Major compensable utilities have been identified. Utility companies with substantial compensable interests were contacted. Initial letters will be sent out this week.	L&G	25%
We have set-up contracts with subcontractors and identified scope of work for project. We have initiated project by coordinating with TxDOT and the county. A pre-design meeting was conducted on Feb. 15 <sup>th</sup> 2008.	L&G	25%
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Armando J. Sandoval, P.E.

Project Manager

Attachment



**RODS Surveying, Inc.**  
 6810 Lee Rd.  
 Spring, Texas 77379  
 Phone (281)257-4020 Fax (281)257-4021

L & G Engineers, Inc.  
 Attn: Jacinto Garza, P.E.  
 2100 West Expressway 63  
 Mercedes, TX 78570

*JML*

Invoice No. 10851  
 Invoice Date: 2/25/2008

Project: FM 493  
 Limits: From 1000' North of SH 107 South  
 to 1000' of Mile 10 North

RODS Project No: 199-20616-001  
 Work Authorization No.: 1

Project Stage	Contract	Current Amount as of 2/24/08	Sub-Total	Less Previously Invoiced	% Complete 2/24/2008	Balance
<b>FNC 160</b>						
Horizontal & Vertical Control	\$ 35,200.00	\$ 14,080.00	\$ 21,120.00	\$ 7,040.00	60%	\$ 14,080.00
Design Surveys	\$ 105,000.00	\$ 42,000.00	\$ 63,000.00	\$ 21,000.00	60%	\$ 42,000.00
<b>FNC 130</b>						
Preliminary Exist. ROW Layout Map	\$ 35,000.00	\$ 14,000.00	\$ 21,000.00	\$ 7,000.00	60%	\$ 14,000.00
<b>TOTAL</b>	\$ 175,200.00	\$ 70,080.00	\$ 105,120.00	\$ 35,040.00		\$ 70,080.00

*1/20*

**SYLVIA S. HANDY  
COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804  
1902 JOE STEPHENS AVE.  
Weslaco, Texas 78596

**FAX COVERSHEET**

**To:** Purchasing Dept. **From:** Noe Montez  
 \_\_\_\_\_  
 Attn: Letty Saenz  
 \_\_\_\_\_  
**Fax:** **Pages:** 6  
 \_\_\_\_\_  
**Phone:** **Date:** 3/25/08  
 \_\_\_\_\_  
**Re:** **CC:**  
 \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Please Recycle

● **Comments**

Letty: Please place the following inv#11322523 from L & G Ling on the next cc court meeting for approval for payment

Thanks

Noe Montez

**NOTICE OF CONFIDENTIALITY**

**THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.**

AI-8636

23.B.2.

**Pct 1-WA#1-C-08-040-03-25 -Leonel Garza & Associates  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

**Information**

**CAPTION**

Presentation for consideration, discussion acceptance and approval of Work Authorization No. 1 in the amount of \$ 10,000.00 with Leonel Garza Jr. & Associates to provide appraisal services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-040-03-25 for "FM 493 Project" (of which will consist of approximately eight (8) individual parcels).

**BACKGROUND**

Work Authorization No. 1-C-08-040-03-25

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1315-431-00-121-043-0-841

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 3/28/08 \$142,502.04

**Attachments**

Link:

WA#1-C-08-040-03-25

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/28/2008 11:36 AM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:31 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/28/2008 03:28 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Letty Saenz

Started On: 03/27/2008 04:00 PM

Final Approval Date: 03/28/2008

# HIDALGO COUNTY

## Professional Appraisal Services

Contract #C-08-040-03-25

## Work Authorization Form

### WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**Leonel Garza Jr. & Associates LLC**", professional appraiser of McAllen, Texas, hereinafter called "**Appraiser**".

#### **PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Appraiser** to **provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the FM 493 Project of which will consist of approximately ±8 individual parcels.**

The scope of services to be provided by the **Appraiser** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Appraiser** attached hereto.

#### **PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$10,000.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "B"**.

#### **PART 3. PAYMENT**

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

#### **PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No. 8-1315-431-00-121-043-0-841

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

#### **PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner **Sylvia S. Handy** as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1

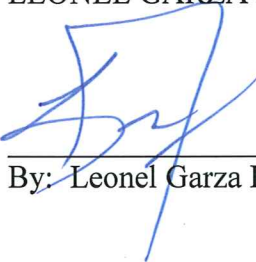
BY: \_\_\_\_\_  
Sylvia Handy, County Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE APPRAISER:  
LEONEL GARZA JR. & ASSOCIATES LLC

THE OWNER:  
HIDALGO COUNTY

  
By: Leonel Garza III, Appraiser

\_\_\_\_\_  
By: J.D. Salinas, County Judge

ATTEST:

\_\_\_\_\_  
by: Arturo Guajardo, Jr. County Clerk

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Appraiser
- ATTACHMENT "B" - Payment/ Fee Schedule
- ATTACHMENT "C" - Insurance Requirements provided by Appraiser
- ATTACHMENT "D" - Work Authorization Form

## **ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER**

Right-of-Way Acquisition Appraisals along FM 493 Project specified for approximately ±8 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

## ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along FM 493 Project specified for approximately ±8 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

### **Appraisal Report Cost**

**\$10,000.00**

±8 Appraisals (FM 493 Project) @ \$1,250.00 Per Parcel = \$10,000.00

Included Per Parcel:

1. (3) Original Appraisal Reports
2. (1) Original Appraisal Report with Invoice

### **Additional Original Reports**

**\$150.00 Per Original Copy**

This cost shall apply for additional original (color) copies required by the County of Hidalgo.

### **Updated/Revised Reports**

**\$625.00 Per Parcel**

50% of Original Cost if within six (6) months of the original report.

This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Joe Pena, Director of the Right-of-Way Department, prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.

### **Condemnation Hearing Cost**

**Hourly Rate = \$ 150.00 Per Hour**

Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

### **Appeals Court / Trial**

**Hourly Rate = \$ 250.00 Per Hour**

***Plus Expenses***

Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

**ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER**

***{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}***

AI-8553

23.C.1.

**Purchase of one (1) Peterbuilt 340 Water Tank Truck  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Roli Flores, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

Requesting authority to purchase "One (1) Peterbuilt 340 Water Tank Truck", through the Interlocal Agreement with the Houston-Galveston Area Council (H-GAC)-Rush Truck Centers of Texas, Pharr Texas.

**BACKGROUND**

The total price=\$99,800.51 which includes the H-GAC administration fee and delivery charge.

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1332-431-00-122-016-0-741

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding Pending Transfer See AI#8644

---

**Attachments**

Link: [back up](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/26/2008 02:15 PM	APRV
2	Budget & Management	Dina Trevino	03/26/2008 02:50 PM	APRV
3	Rey Salazar	Rey Salazar	03/27/2008 12:37 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 04:00 PM	APRV
5	Sergio Cruz	Sergio Cruz	03/28/2008 04:24 PM	APRV
6	Court Administrator	Monica Badillo	03/28/2008 04:25 PM	APRV

Form Started By: Roli Flores

Started On: 03/25/2008 02:09 PM

Final Approval Date: 03/28/2008

---



# CONTRACT PRICING WORKSHEET

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.  
The H-GAC fee shall be calculated and shown as a separate line item.*

<b>Buying Agency:</b>	HIDALGO COUNTY (PCT #2)	<b>Contractor:</b>	RUSH TRUCK CENTERS OF TEXAS, L.P.
<b>Contact Person:</b>	RICHARD CUELLAR	<b>Prepared By:</b>	CHARLIE PLOUSE
<b>Phone/Fax:</b>	(956) 318-2626 // (956) 318-2629	<b>Phone/Fax:</b>	(713) 495-6304 // (713) 695-9620
<b>Location City, State:</b>	302 EAST STATE STREET PHARR, TEXAS 78577	<b>Contract No.:</b>	HT11-07
<b>Date:</b>	3/24/2008	<b>Product Code:</b>	MB

**Product Description:** PETERBILT 340 WATER TANK TRUCK

**A. Item Base Unit Price Per H-GAC Contract:** **A:** \$ 76,215.00

**B. Published Options (Itemize below and attach additional sheet(s) if necessary)**

Code	Description	Cost	Code	Description	Cost
<b>Subtotal From Additional Sheet(s):</b>					\$ 21,920.84
<b>Subtotal B:</b>					\$ 21,920.84

*Note: Published Options are options submitted with the contractor's bid.*

**C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)**

Code	Description	Cost	Code	Description	Cost
	LEDWELL 4,000 GALLON BODY	\$ 25,822.50			\$ -
	RUSH & PETERBILT DISCOUNTS	\$ (25,157.83)			\$ -
		\$ -			\$ -
		\$ -			\$ -
<b>Subtotal From Additional Sheet(s):</b>					0
<b>Subtotal C:</b>					\$ 664.67
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					0.68%

**D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)**

<b>Subtotal D:</b>		-

**E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)** \$ 98,800.51

**Quantity Ordered** X 1

**Subtotal E:** \$ 98,800.51

**F. H-GAC Fee** **Subtotal F:** \$ 1,000.00

**G. Non-Equipment Charges (Trade-In, Extended Warranty, et** \$ -

\$ -

\$ -

**Subtotal G:** \$ -

**H. Total Purchase Price (E+F+G):** \$ 99,800.51

(Please Type, or Print Legibly)

**Estimated Delivery Date:** 8/15/2008

HIDALGO COUNTY, PCT #2

March 24, 2008

**PETERBILT COMPUTATIONS**

**PETERBILT 340 CHASSIS: [WATER TRUCK]**

**OPTIONS CALCULATIONS**

**COMPLETE CHASSIS LIST PRICE: \$ 97,396.00**

**CHASSIS LIST: \$ 73,901.00**

**CHASSIS OPTIONS LIST: \$ 23,495.00**

<u>LIST</u>	<u>H-GAC DISCOUNT</u>	<u>OPTIONS NET</u>	
\$ 23,495.00	6.70%	MB	<b><u>\$ 21,920.84</u></b>

6.7% DISCOUNT = .933 MULTIPLIER

**PUBLISHED OPTIONS**



NEW DEALERSHIP S046

HIDALGO COUNTY PCT. # 2

Phone:  
Fax:  
Email:

Phone:  
Fax:  
Contact Email:  
Prepared for:

**Vehicle Summary**

	<b>Unit</b>		<b>Chassis</b>	
Model:	Model 340	Fr Axle Load (lbs):	12000	
Type:	Full Truck	Rr Axle Load (lbs):	40000	
Description:		G.C.W. (lbs):	35000	
	<b>Application</b>	Road Conditions:		
Intended Serv.:	Construction Dump - On/Off Highway	Class A (Highway)	100	
Commodity:	Construction Materials	Class B (Hwy/Mtn)	00	
	<b>Body</b>	Class C (Off-Hwy)	00	
Type:	Roll-Off	Class D (Off-Road)	00	
Length (ft):	17	Maximum Grade:	6	
Height (ft):	13.5	Wheelbase (in):	194	
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	69.8	
	<b>Trailer</b>	Cab to Axle (in):	124.2	
No. of Trailer Axles:	0	Cab to EOF (in):	184.2	
Type:				
Length (ft):	0			<b>Special Req.</b>
Height (ft):	0.0			
Kingpin Inset (in):	0			
Corner Radius (in):	0			
	<b>Restrictions</b>			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

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

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

<b>PACCAR FINANCIAL</b>	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	3/20/2008 9:47:18 AM	<b>Complete</b>	Model Number:	Model 340
Effective Date:	Jan 1, 2008		Quote/DTPO/CO:	Q34804928
Prepared by:	ID: gonzalezj		Version Number:	17.10



NEW DEALERSHIP S046

HIDALGO COUNTY PCT. #3

Phone:  
Fax:  
Email:

Phone:  
Fax:  
Contact Email:  
Prepared for:

Data	Code	Description	\$ List	Weight
<b>Base Model</b>				
0003401	O	Model 340	73,901	9,855
<b>Frame &amp; Equipment</b>				
0550060	O	10-5/8in Steel Rails, Steel Xmbrs, 278-326in	245	166
0601620	O	3/4 Length Steel Inner Liner EOF For use with 10-1/2in, 10-3/4in, or 10-5/8in rails.	1,488	591
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	150	0
0613090	O	Three-Piece Crossmembers	430	0
0633210	O	Huck Bolt All Accessible Frame Components Except EOF crossmember.	0	0
0644090	S	EOF Square without Xmbr For use with body builder installed crossmember.	0	0
0651090	O	Omit Rear Mudflaps and Hangers	0	0
<b>Front Axle &amp; Equipment</b>				
1011030	O	Dana Spicer E1462I 14,600 lb, 3.5in Drop Bendix ES cam brakes, 11-1/4in bolt circle.	1,035	256
1112070	O	Taper Leaf Springs with Shocks 14,600 lbs Use with 14,600 lb front axles.	0	0
1232940	O	Power Steering TRW TAS85	0	0
1250020	O	Power Steering Reservoir Frame Mounted For use with 8,000 lb to 14,600 lb front axles.	0	0
1353280	O	PHP10 Alum LMS Hubs, Cast Drums, 16.5x5 Brakes 13,200 and 14,600 lb front axles. Includes Bendix EES420 brake linings, non-asbestos.	0	0
<b>Rear Axle &amp; Equipment</b>				
1623000	O	Dana Spicer DSP41 40,000 lb (Interaxle diff lock air rocker occupies the space of one gauge)	6,261	2,165
1612960	O	PHP10 Iron Hubs, Cast Drums, 16.5x7 Cam Brakes 46,000 lb maximum, tandem axle, Bendix ES brakes.	0	0
1631310	O	Parking Brakes (Axle Package)	0	0
1672520	O	Dana Spicer Full Lock Diff Lock, Both Axles 40,000-45,000 lbs. For use with DSP40/41(P), D40-170(P), DSH40-44(P). (Air Rocker Switch occupies the space of one gauge)	1,967	37

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/20/2008 9:47:16 AM  
Effective Date: Jan 1, 2008  
Prepared by: ID: gonzalezj

Complete

Model Number: Model 340  
Quote/DTPO/CO: Q34604325  
Version Number: 17.10



Data	Code	Description	\$ List	Weight
1682260	O	<b>Gusseted Cam Brackets, Tandem Axles</b> Bendix 16.5x7, 46,000 lb maximum GAWR, welded gusset cam bracket.	58	2
1682450	S	<b>Bendix 4S4M ABS, SBM Valve</b> ABS-6	0	0
1684200	S	<b>Synthetic Axle Lubricant, All Axles</b>	0	0
1687340	O	<b>Tandem Drive Axle (Model 340)</b>	0	0
1704110	S	<b>Ratio 4.11 Rear Axle</b>	0	0
1821800	O	<b>Peterbilt Air Trac 40,000 lb, Light Weight</b>	2,998	604
1922260	O	<b>Dash Mounted Dump Valve with Indicator Light</b> For use with air suspension (occupies the space of one gauge)	37	2

**Engine & Engine Equipment**

2074302	O	<b>PACCAR PX-8 300/2200 300@2000 860@1300</b> Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). N20300 P029 No....Idle Shutdown Enable N20320 P015 Yes...Engine Protection Shutdown N20380 P001 84....Max Speed In Top Gear. N20400 P059 65....Maximum Cruise Speed N20440 P030 5.....Idle Shutdown Timer	2,187	0
2513760	S	<b>PACCAR 130 Amp Alternator-Brushless w/Voltage</b> Regulator and 3 year/350,000 mile extended warranty. (Note: Remote Sense is not available or needed with the PACCAR Alternator. At low engine RPM, the PACCAR Alternator puts out 80 amps verses 60 amps on other alternators.)	0	0
2522050	S	<b>PACCAR 12V Starter</b> Includes 3 year/350,000 mile extended warranty for On-Highway applications or 1 year/50,000 mile warranty for Off-Highway applications.	0	0
2538020	S	<b>2 PACCAR Premium 12V Dual Purpose Batt 1400 CCA</b> Threaded Stud Type Terminal	0	0
2723210	O	<b>18.7 CFM Air Compressor</b> (Furnished on Engine)	0	0
2922720	O	<b>Spin-on Fuel Filter Frame Mounted, Unheated</b>	0	0
3010400	O	<b>Engine Protection Shutdown</b> Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	37	0
3114270	S	<b>High Efficiency Cooling System</b> Includes silicone radiator hoses and extended life coolant.	0	0
3211120	S	<b>Dniden Radial Seal/Dry Type Air Cleaner w/Frontal Air Intake</b>	0	0
3366900	O	<b>Exhaust - Single RH Side of Cab</b> (DPF RH under frame)	0	0
3381120	O	<b>Single Exhaust Guard Stainless Steel</b>	0	0
3387630	O	<b>24in Ht, 7in Dia Chrome Plate Stl Standpipe(s)</b> 2007 description: 24in Ht, 7in Dia Chrome Plate Stl Standpipe(s)	0	0

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	3/20/2008 9:47:16 AM	<b>Complete</b>	Model Number:	Model 340
Effective Date:	Jan 1, 2008		Quote/DTPO/CO:	Q34604325
Prepared by:	ID: gonzalezj		Version Number:	17.10



Data	Code	Description	\$ List	Weight
<b>Transmission &amp; Clutch</b>				
4023200	O	Fuller FRO11210B 10 Speed 1150 Torque - Includes Alum Bell Housing, and Synthetic Lubricant.	2,068	265
4210080	O	1710 HD Driveline With Single Midship Bearing	0	0
4380010	U	MANUAL ADJUST CLUTCH W/GREASE BEARING	0	0
4380270	O	Remote Lube Hoses for Clutch Linkage, Release Bearing and Cross Shafts - Mounted to LH Frame Rail	211	7

**Air & Trailer Equipment**

4510750	O	Bendix AD-1S Air Dryer with Heater An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on desiccant cartridge.	391	35
4520420	O	Berg Pull Cord Drain Valve(s) - All Air Tanks	8	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0

**Tires & Wheels**

5068190	O	FF: BR 16ply 295/80R22.5 R250F	408	37
5168350	U	RR: BR 14PLY 295/75R22.5 M725	96	88
5168620	O	RR: BR 14ply 295/75R22.5 M726EL	240	96
5190008	O	Code-rear Tire Qty 08	0	0
5214870	O	FF: Accur 29169 Plt 22.5x8.25 Std Whl Pilot Mount, Five Hand Holes, Heavy Duty	281	11
5314640	O	RR: Accur 29300 Plt 22.5x9.00 Std Whl Pilot Mount, Five Hand Holes	1,060	212
5390008	O	Code-rear Rim Qty 08	0	0

**Fuel Tanks**

5531100	O	23in Aluminum 70 Gallon Fuel Tank RH U/C	200	-117
5601070	O	Location RH U/C 70 Gallon	0	0
5612200	O	(1) Non-Slip Fuel Tank Step RH U/C	0	0

**Battery Box & Bumper**

6010030	O	Alum Battery Box w/Non-slip Step LH Under Cab Includes diamond pattern block shaped cover in Traditional/Vocational models and a smooth finish tapered cover on Aerodynamic Models.	21	-55
6121190	O	Steel Styled Aero Bumper Painted Black with Center Tow Hook	0	0

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	3/20/2008 9:47:16 AM	<b>Complete</b>	Model Number:	Model 340
Effective Date:	Jan 1, 2008		Quote/DTPO/CO:	Q34604326
Prepared by:	ID: gonzalezj		Version Number:	17.10



Data	Code	Description	\$ List	Weight
<b>Cab &amp; Equipment</b>				
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown	0	0
6540120	O	Severe Service Cab Package #1 Includes alum side skins, alum rear skin, alum windshield mask, steel firewall, steel front floor sheet, steel isolator insert.	57	40
6911230	O	UltraRide HighBack Vinyl Air Driver Seat	-144	-13
6921200	S	UltraRide LowBack Vinyl Passenger Seat Non-Air Includes storage compartment under seat.	397	75
6931050	O	3-Point Safety Belt-Drvr & Pass-Orange Ipo Black	15	0
7001450	S	18In (4) Spoke Foam Steering Wheel-Soft Touch	0	0
7001520	O	Adjustable Steering Column - Tilt/Telescope For use with ProBilt, Prestige, or Vantage Interior - Standard on Platinum Interior.	205	11
7036120	S	Vantage Interior Grey/Black Includes vinyl padded headliner and back panels, doors with rubber insert, (2) inside entry grab handles, contoured armrests, vermilion burlwood dash, two inside sunvisors, two coat hooks, rubber floor mats, cup holder with 12-volt power outlet, and 2-way dome light.	0	0
7210400	S	Day Cab Rear Window	0	0
7230010	S	View Window in RH Door	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner with radiator mounted condenser, dedicated side window defrosters (not Models 210, 220, 320, 325, 330, 335, or 340), Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor Stainless Steel	101	4
7510010	S	Stainless Steel Mirrors 7x16	0	0
7560170	S	Convex Mirror Over RH Door	0	0
7560850	O	(2) Convex 8 Inch SS Mirror Center mounted under mirror bracket.	56	2
7610470	O	(1) Air Horn 24.5in Chrome - Round w/Horn Shield	120	4
7630070	O	Mount 24.5in Air Horn Under Cab LH (not available with under cab fuel tanks)	35	0
7722050	U	PANASONIC AM/FM/WEATHERBAND	281	11
7725220	O	ConcertClass Audio System with CD DayCab only. Includes AM/FM/WB frequencies, (2) cab mounted speakers, and antenna.	560	4
7726000	O	AM/FM/WB Radio (Omit CD) (Not available with satellite radio)	-279	0
7748080	O	CB Wiring Mounted Under Header (Model 387 or Medium Duty Models include terminals)	24	2
7748300	O	(1) 48 Inch CB Antenna	11	0
7748510	O	CB Antenna Bracket Mounted on RH Mirror	46	0

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	3/20/2008 9:47:16 AM	<b>Complete</b>	Model Number:	Model 340
Effective Date:	Jan 1, 2008		Quote/DTPO/CO:	Q34604326
Prepared by:	ID: gonzalezj		Version Number:	17.10



Data	Code	Description	\$ List	Weight
7851480	S	Peterbilt Electric Windsheld Wipers with Intermittent Feature	0	0
7851910	S	Cigar Lighter and Ashtray	0	0
7900010	O	5 Lb 3a:40bc Fire Extinguisher Mounted between driver seat and door.	69	9
7900090	O	Triangle Reflector Kit Shipped Loose	30	13
8011650	S	Instrument Package A Includes electric speedometer w/trip odometer, tachometer, dual air pressure, engine oil pressure, water temperature, and fuel level gauge.	0	0
8031000	S	Standard Warning Light Package Includes high water temperature, low oil pressure, and low air pressure warning lights w/buzzers, high beam and turn signal indicators, and parking brake warning light. Interaxle differential lockout warning light without buzzer (not included in the Medium Duty model). Inlet air heater and alternator charging system warning lights without buzzers (only included in the Medium Duty model).	0	0
8072060	O	(2) Additional Toggle Switches	16	0
8111110	S	Headlights Composite Fender Mounted w/Integral Park, Turn, and Side Marker.	0	0
8121010	S	Marker Lights (5)	0	0
8133380	O	(1) Beacon Light Rotating Amber Mounted top center BOC Roof	238	2

**Paint**

8500690	O	Paint Color Selection within Paint Deck	-200	0
8530330	S	Dupont Single Stage Non-Metallic (Solid Color Paint) N85020 1 - N0006EA WHITE N85200 FRAME N0001EA BLACK N85300 WHEEL N0006EA WHITE	0	0

**Shipping Destination**

8999990	O	Shipping Destination (Specify by narrative) N8990 FIRST 3 ASAP LAST 3 01/21/08	0	0
---------	---	---	---	---

**Miscellaneous**

	O		0	0
--	---	--	---	---

Total Adjusted Price (W/O Freight & Warranty)

Freight Charge \$0

Options Not Subject to Discount \$0

Total Weight 14421#

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 3/20/2008 9:47:16 AM  
Effective Date: Jan 1, 2008  
Prepared by: ID: gonzalezj

**Complete**

Model Number: Model 340  
Quote/DYPO/CO: Q34604325  
Version Number: 17.10



P.O. Box 1106  
3200 Wade Street

Tamarkana, TX 76604  
Tamarkana, TX 76601

PHONE (803) 838-8831  
FAX (803) 831-2719  
<http://www.ledwell.com>  
[sales@ledwell.com](mailto:sales@ledwell.com)  
1-888-LEDWELL  
833-8388

March 20, 2008

Mr Joe Gonzalez  
Rush Truck Center  
4700 N Cage  
Pharr, TX 78677  
Phn 956-782-4511 Fax 956-782-8822

REVISED QUOTE

Dear Mr Gonzalez:

As per your request, we are pleased to quote the following equipment for your consideration.

- One (1) Ledwell Model 4000 gallon
- 4000 Gallon Water Tank Assembly Complete w/ Manway
- 16'4" length x 98" width x 74 3/4" height
- Two cross wise baffles
- Rear ladder, push bumper tool box
- All welded subframe
- Hydrant fill capability
- Top discharge hydrant fill water drop
- Built in hose reel w/ 50' 1 1/2" jet spray hose w/ nozzle
- 4" x 3" pump - PTO driven ("Hot Shift PTO")
- Sparger bar 8" OD
- Sparger bar 4' lay down extension w/up-down air cylinder  
w/on-off shut valve to operate extension when needed
- Side spray nozzle w/ 1 1/2" hose outlet (on passenger side)
- Low point drain cocks
- In-cab operated control valves
- Steel fenders
- Suction plumbed reservoir
- Reservoir interior bleated and coated with POLIBRID
- Exterior painted one color
- Non-potable water warning labels on sides & rear of tank
- Back-up alarm
- DOT lights, reflectors, & mud flaps

Thank you very much.  
Mickey Ward

**AI-8488**

**23.D.1.**

**Purchase of (4) Four New PU Trucks  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 3

**Information**

**CAPTION**

Presentation for discussion, consideration and approval to purchase through our Houston-Galveston Area Council (HGAC) membership through awarded vendor Philphott Motors for Two (2) 2008 F150 Reg Cab XL Trucks in the amount of \$28,656.00, and Two (2) 2008 F-150 Extended Cab in the amount of \$40,604.00 to include a one time delivery charge of \$600.00 for a total of \$69,860.00.

**BACKGROUND**

As requested and approved by Hidalgo County Pct. #3, funds to be used for proposed purchase will be from Acct. # 8-1336-431-00-123-040-0-741

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** # 8-1336-431-00-123-040-0-741

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

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

**BUDGETARY IMPACT:**

Available balance as of 3/20/08 \$69,860.00

**Attachments**

Link: [08-060](#)

Link: [08-060](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 01:00 AM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 08:28 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 03:29 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 10:45 AM	APRV
5	Martha Salazar		03/28/2008 04:28 PM	NEW
Form Started By: Oscar Garza			Started On: 03/18/2008 03:18 PM	
Final Approval Date: 03/28/2008				



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

2/26/08

*This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.*

Buying Agency:	HIDALGO COUNTY for PCT3	Contractor:	PHILPOTT MOTORS
Contact Person:	OSCAR GARZA	Prepared By:	MICHAEL WILEY
Phone:	956 318-2626 x4857	Phone:	888-858-7801
Fax:	956 292-7612	Fax:	254-865-9118
Email:	<a href="mailto:oscar.garza@co.hidalgo.tx.us">oscar.garza@co.hidalgo.tx.us</a>	Email:	<a href="mailto:trucksgov@aol.com">trucksgov@aol.com</a>

Product Code:	D24	Description:	2008 FORD F-150 EXTENDED CAB
---------------	-----	--------------	------------------------------

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 14,992.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		XL PACKAGE; 4X2; SHORT BED	INCL
		4.6L GAS V8 AUTOMATIC	INCL
		VINYL SEATS; RUBBER FLOORS	INCL
		AIR CONDITIONING	INCL
			<b>Subtotal From Additional Sheet(s):</b>
			<b>Subtotal B:</b>

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
08-F12-REG CAB W/REAR ACCESS DOORS	\$ (1,381.00)		
NO REAR SEAT; 8FT BED; V6 ENGINE			
			<b>Subtotal From Additional Sheet(s):</b>
			<b>Subtotal C:</b>

<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	-9%
---	--	-----

**D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

Description	Cost	Description	Cost
PRE DELIVERY INSPECTION	\$ 80.00		
DELIVERY TO HIDALGO COUNTY	\$ 637.00		
			<b>Subtotal D:</b>

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** \$ 14,328.00

Quantity Ordered:	2	X Subtotal of A + B + C + D:	\$ 14,328.00	=	Subtotal E:	\$ 28,656.00
-------------------	---	------------------------------	--------------	---	-------------	--------------

**F. H-GAC Fee Calculation (From Current Fee Tables)** Subtotal F: \$ 600.00

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
			<b>Subtotal G:</b>

<b>Estimated Delivery Date:</b>	60-90 DAYS	<b>H. Total Purchase Price (E+F+G):</b>	\$ 29,256.00
---------------------------------	------------	---	--------------



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

2/26/08

*This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.*

Buying Agency:	HIDALGO COUNTY for PCT3	Contractor:	PHILPOTT MOTORS
Contact Person:	OSCAR GARZA	Prepared By:	MICHAEL WILEY
Phone:	956 318-2626 x4857	Phone:	888-858-7801
Fax:	956 292-7612	Fax:	254-865-9118
Email:	<a href="mailto:oscar.garza@co.hidalgo.tx.us">oscar.garza@co.hidalgo.tx.us</a>	Email:	<a href="mailto:trucksgov@aol.com">trucksgov@aol.com</a>

Product Code:	D24	Description:	2008 FORD F-150 EXTENDED CAB
---------------	-----	--------------	------------------------------

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 14,992.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		XL PACKAGE; 4X2; SHORT BED	INCL
		4.6L GAS V8 AUTOMATIC	INCL
		VINYL SEATS; RUBBER FLOORS	INCL
XL SUPER CREW UPGRADE	\$ 4,443.00	AIR CONDITIONING	INCL
POWER WINDOWS AND LOCKS	INCL		
CLOTH SEATS; CARPET FLOORS	INCL		
NO CRUISE CONTROL	INCL		
5.5FT BED	INCL		
		<b>Subtotal From Additional Sheet(s):</b>	\$ -
		<b>Subtotal B:</b>	\$ 4,443.00

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.5FT BED ON CREW CAB	\$ 150.00		
		<b>Subtotal From Additional Sheet(s):</b>	\$ -
		<b>Subtotal C:</b>	\$ 150.00

<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	1%
---	--	----

**D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

Description	Cost	Description	Cost
PRE DELIVERY INSPECTION	\$ 80.00		
DELIVERY TO HIDALGO COUNTY	\$ 637.00		
		<b>Subtotal D:</b>	\$ 717.00

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** \$ 20,302.00

Quantity Ordered:	2	X Subtotal of A + B + C + D:	\$ 20,302.00	=	Subtotal E:	\$ 40,604.00
-------------------	---	------------------------------	--------------	---	-------------	--------------

**F. H-GAC Fee Calculation (From Current Fee Tables)** Subtotal F: \$ 600.00

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		<b>Subtotal G:</b>	\$ -

<b>Estimated Delivery Date:</b>	60-90 DAYS	<b>H. Total Purchase Price (E+F+G):</b>	\$ 41,204.00
---------------------------------	------------	---	--------------

AI-8571

23.E.1.

**Pct. 4-Change Order No. 1-Asago Construction, LLC-C-07-355-10-23  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Letty Saenz  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 4

**Information**

**CAPTION**

Requesting approval of Change Order No. 1 (increase) in connection with the "Design and Construction of Retention Ponds at Tamarron Estates" for Hidalgo County Precinct No. 4" in the amount of \$ 19,300.00 from contracted vendor, Asago Construction, LLC, and as recommended by project engineer, Quintanilla, Headley & Associates, Inc., with authority for County Judge to execute document.

**BACKGROUND**

Change Order No. 1

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1204-431-00-124-007-0-733

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Please refer to line item transfer placed by Precinct No. 4 for CC approval on 04/01/08. Agenda Item No. 8559 will be funding the change order requested.

**Attachments**

Link: [Change Order  
No. 1-Asago  
Construction, LLC](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2008 02:26 PM	APRV
2	Budget & Management	Dina Trevino	03/26/2008 02:53 PM	APRV
3	Rey Salazar	Rey Salazar	03/27/2008 12:51 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:56 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:59 PM	APRV

Form Started By: Letty Saenz

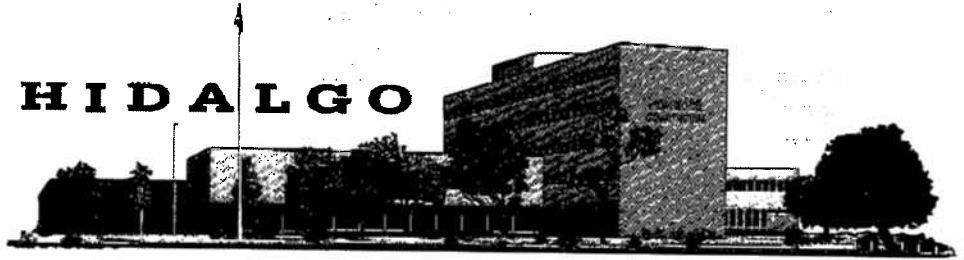
Started On: 03/26/2008 12:22 PM

Final Approval Date: 03/28/2008

**COUNTY of HIDALGO**

**OSCAR L. GARZA, JR.**

1102 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78541  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

**MEMO**

DATE: MARCH 26, 2008  
TO: HIDALGO COUNTY PURCHASING DEPARTMENT  
C/O LETICIA SAENZ  
FROM: HIDALGO COUNTY PRECINCT #4 *[Signature]*  
REF: CHANGE ORDER #1  
C# -07-355-10-23 "PONDS AT TAMARRON ESTATES"

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING CHANGE ORDER #1 (INCREASE IN THE AMOUNT OF \$19,300.00) FOR ASSGO, LLC BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

ADDITIONAL A LINE ITEM TRANSFER (#AI-8559) IN THE AMOUNT OF \$19,300.00 IS BEING PLACED ON THE NEXT COMMISSIONERS' COURT OF APRIL 01, 2008.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC:  
ATTACHMENT:

VENDOR  
COUNTY AUDITOR  
CHANGE ORDER #1

CONTRACT CHANGE ORDER REQUEST

Owner: County of Hidalgo DATE: March 12, 2008  
2802 South HWY. 281 Change Order No. 1  
Edinburg, TX 78539

Contractor/Firm

Asago, LLC. Project Name/Acct. No.  
2113 Pecos Hidalgo County Precinct No. 4  
Mission, TX 78572 Design and Construction of Retention  
Phone #: (956) 607-0741 Ponds At Tamarron Estates

You are hereby requested to comply with the following changes from the contract plans and specifications.

- |   |   |
|---|---|
| <input type="checkbox"/> Final Quantitative adjustments   | <input checked="" type="checkbox"/> Quantitative deletion |
| <input type="checkbox"/> Unit Price                       | <input checked="" type="checkbox"/> Time extension        |
| <input checked="" type="checkbox"/> Quantitative Addition | <input checked="" type="checkbox"/> Other                 |

Reason: The actual measured quantities for the following items were less than plan quantity.  
1. Dirt Berm compacted from 6,000 CY to 5,458 Cy (\$3,794.00 less) 2. 24" RCP from 430 LF to 404 LF. (\$780.00 less) 3. 18" RCP from 504 LF to 454 LF (\$1,250.00 less) 4. Concrete Headwall from 5 Ea to 4 Ea (\$1,500.00 less) 5. Detention Pond Excavation from 42,600 CY to 41,660 CY (\$1,880.00 less) 6. Dirt Hauling from 36,600 CY to 36,202 CY (\$796.00 less) The following is being added at the request of TxDOT 840 LF of Guard Rail at a cost of \$29,300.00. The cost of change ordrer #1 is \$19,300.00 (\$10.00.00 deduct plus \$29,300.00 additional).  
This additional work requires a time extension of 60 days for ordering and installing.

Contract price prior to change order.....	\$ <u>304,925.00</u>
I. Net <u>Increase/Decrease</u> of this change order No. 1.....	\$ <u>19,300.00</u>
II. Net <u>Increase/Decrease</u> of this change order.....	\$ _____
Contract Price with change order.....	\$ <u>324,225.00</u>
<u>Increase/Decrease in time <u>60</u> days.</u>	

Approved By: **County of Hidalgo**

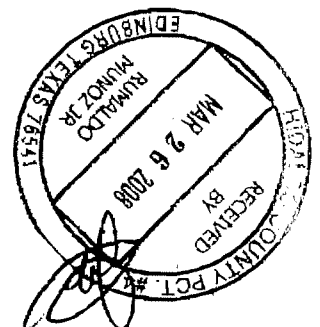
Accepted By: **Asago, LLC.**

\_\_\_\_\_  
Owner Date

*[Signature]* 3/12/08  
Contractor Date

Recommended By; **Quintanilla, Headley  
and Associates, Inc.**

*[Signature]* 3-12-08  
Project Engineer Date



Quintanilla, Headley & Associates, Inc.  
124 E. Stubbs Street  
Edinburg, Texas 78539  
Phone: (956) 381-6480  
Fax: (956) 381-0527

### Letter of Transmittal

Date: March 26, 2008  
Attention: Rumaldo Muñoz  
Re: Tamarron Estates- Drainage Improvements

To: H.C. Pct. # 4  
1102 N. Doolittle Road  
Edinburg, Texas 78541

We are sending you  attached \_\_\_\_\_ under separate cover via \_\_\_\_\_ the following items:  
 Shop Drawings     Prints     Plans     Samples  
 Specifications     Copy of letter     Change Order  
 Other: Original Change Order Request No.1

These are transmitted as checked below:

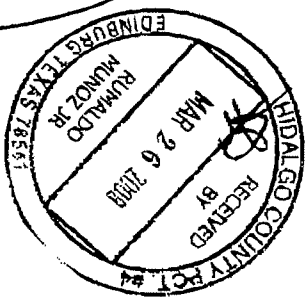
<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmitted
<input type="checkbox"/> Copies for Approval	<input type="checkbox"/> For your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Submit	<input type="checkbox"/> Copies for Distribution	<input type="checkbox"/> As Requested
<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return	<input type="checkbox"/> Corrected Prints
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> Other _____	
<input type="checkbox"/> For Bids Due <u>20</u>	<input type="checkbox"/> Prints Returned After Loan To Us	

Remarks: \_\_\_\_\_

Copy To: \_\_\_\_\_ By: Eulalio Ramirez, P.E.

Received By: [Signature] Time: 3:26 PM Date: 9:00 AM

Delivered By: \_\_\_\_\_



**AI-8559**

**2.0.0.**

**Pct. #4 R&B Transfer**

**CC CONSENT**

Date: 04/01/2008

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

Department: COMM. PCT. #4

Agenda Area: Intradepartmental Transfers:

**Information**

**CAPTION**

2008 - Pct. #4 R&B Transfer - (1204)

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [Pct. #4 R&B Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Jr. Munoz	03/26/2008 08:12 AM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Court Administrator			
Form Started By: Jr. Munoz		Started On: 03/26/2008 08:12 AM		

DATE: MARCH 26, 2008

DEPARTMENT HEAD: COMMISSIONER OSCAR L. GARZA JR.

DEPARTMENT NAME: HIDALGO COUNTY PCT. #4 - PAVED/UNPAVED

ACCOUNT NUMBER: 8-1204-431-00-124-007-0-000

CONTACT PERSON: RUMALDO MUNOZ JR. / ACCOUNTS PAYABLE CLERK

SUBJECTS: Budget Line-Item Transfer(s)

Honorable Commissioners' Court Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1204-431-00-124-007-0-731	Roads	8-1204-431-00-124-007-0-733	Drainage Ditches	\$19,300.00

**TOTAL \$19,300.00**

**REASON: To Cover Change Order #1 for Asago, LLC on the Tamarron Estates Ponds Project.**

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

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

\_\_\_\_\_  
DATE

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



**HIDALGO COUNTY PRECINCT #4**  
**COMMISSIONER OSCAR L. GARZA JR.**  
**1102 N. DOOLITTLE ROAD**  
**EDINBURG, TEXAS 78541**

OFFICE (956) 383-3112  
FAX (956) 381-5905

**FAX TRANSMITTAL**

TO: LETTY SEANZ  
Hidalgo County Purchasing Department

FAX NO. (956)-292-7612 OR 318-2629

NO. OF PAGES: 7 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.  
ACCTS. PAYABLE CLERK

DATE: 3/26/2008

TIME: 9:30 AM. / P.M.

COMMENTS: Please place on the next Commissioners' Court

Any ? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

**AI-8624**

**23.E.2.**

**Pct. 4-Invoice No. 288650-TEDSI-C-07-051-02-06**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Letty Saenz

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 4

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 288650 in the amount of \$ 1,250.00 submitted by TEDSI Infrastructure Group with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-051-02-06 (PO #597865) for: "Terry Road w/Mile 17 and Terry Road between Schunior and Mile 17 1/2 North."

**BACKGROUND**

Invoice No. 288650

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1204-431-00-124-007-0-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$5,000.00 available balance on Purchase Order 597865 to fund payment of this invoice.

**Attachments**

Link: Invoice No.  
288650-TEDSI

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/27/2008 04:41 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:29 AM	APRV
3	Rey Salazar	Rey Salazar	03/28/2008 07:47 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:54 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:55 PM	APRV

Form Started By: Letty Saenz

Started On: 03/27/2008 09:48 AM

Final Approval Date: 03/28/2008

**C O U N T Y** *of* **H I D A L G O**

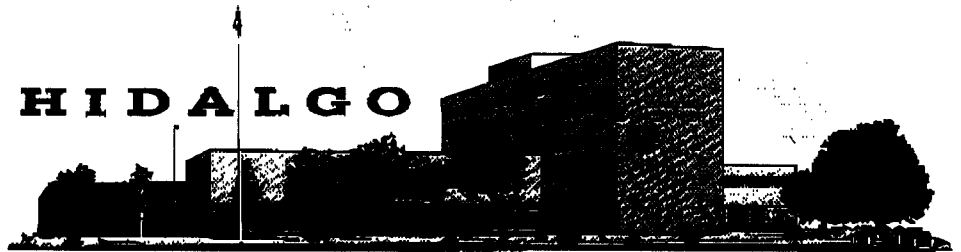
**OSCAR L. GARZA, JR.**

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

**MEMO**

DATE: MARCH 26, 2008  
TO: HIDALGO COUNTY PURCHASING DEPARTMENT  
C/O LETICIA SAENZ  
FROM: HIDALGO COUNTY PRECINCT #4 *Oscar L. Garza, Jr.*  
REF: INV.# 288650 FOR WORK AUTHORIZATION #8  
ACCT.#: 8-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE **#288650** FOR WORK AUTHORIZATION #8 IN THE AMOUNT OF **\$1,250.00** FOR **TEDSI INFRASTRUCTURE GROUP, INC.** ON THE NEXT COMMISSIONERS' COURT.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC:  
ATTACHMENT:

COUNTY FILES  
INV.# 288650  
P.O. 597865

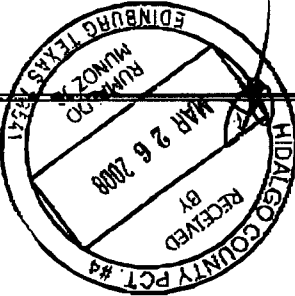


**INVOICE**

Commissioner Oscar L. Garza, Jr.  
Hidalgo County Precinct No. 4  
1102 N. Doolittle  
Edinburg, Texas 78539

Invoice Date: February 29, 2008  
TEDSI Invoice No.: 288650  
TEDSI Project No.: 27942-8  
Invoice Period: Thru February 29, 2008

**TRAFFIC ENGINEERING SERVICES**  
Terry Road w/ Mile 17  
and Terry Road between Schunior and Mile 17 1/2 N



Contract Amount	Contract Amount Remaining
\$5,000.00	\$3,750.00

Task		% Complete		Amount	
		This Period	To Date	This Period	To Date
Traffic Study & Evaluation (TSE)	\$5,000.00	25%	25%	\$1,250.00	\$1,250.00
<b>Subtotal</b>	<b>\$5,000.00</b>			<b>\$1,250.00</b>	<b>\$1,250.00</b>

TOTAL FEE EARNED:	\$ 1,250.00
LESS PREVIOUSLY INVOICED:	\$ -
<b>TOTAL AMOUNT DUE THIS INVOICE:</b>	<b>\$ 1,250.00</b>

⑧ -1204431-00-124-007-0 334  
Pct. # 103  
Pur. Req. # 125213  
P.O. # 597865

Eric R. Dietrich, P.E., P.T.O.E.  
Project Manager

INVOICE RECEIVED BY  
  
GOODS/SERVICES RECEIVED BY  
  
ON 3-26-08  
ON 3-26-08  
E-07-051-02-06



# Purchase Order

## COUNTY OF HIDALGO

PO#: 597865

DATE: 01/24/08

Page No 1 Of 2

VENDOR: 227889      REQ:00125217  
 Phone: (956) 424-7898      Email:  
 TEDSI INFRASTRUCTURE GROUP, INC.  
 1201 E EXPRESSWAY 83  
 MISSION TX 78572-6026

BUYER:  
 SHIP TO: HIDALGO CO. PCT 4  
 1102 N. DOOLITTLE RD.  
 EDINBURG TX 78539

Vendor Acct:

CONTACT:  
 SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT REQ. #0103

**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
1	EACH	DO NOT DUPLICATE ORDER		
		C-07-051-02-06 APPROVED COMMISSIONERS' COURT OF 1/22/08 AGENDA ITEM #AI-7560		
1	EACH	WORK AUTHORIZATION #8 UNDER CONTRACT #07-051-02-06 EXPERATION DATE 2/06/2010 FOR MULTI-WAY STOP SIGN WARRANT ANALYSIS (4 APPROACHES) AT THE INTERSECTION OF TERRY ROAD WITH MILE 17 NORTH.	2,500.00	2,500.00
1	EACH	****APPROVED COMMISSIONERS' COURT OF 1/22/2008 AGENDA ITEM #AI7560**** WORK AUTHORIZATION #8 UNDER CONTRACT #07-051-02-06 EXPERATION DATE 2/06/2010 FOR SPOT SPEED STUDY ALONG TERRY ROAD BETWEEN SCHUNIOR ST. AND MILE 17 1/2 NORTH (INCLUDING THE INTERSECTION WITH JACKS ROAD AT JACKSON NEW WORLD SUBDIVISION).	2,500.00	2,500.00
		****APPROVED COMMISSIONERS' COURT OF 1/22/2008 AGENDA ITEM #AI7560**** REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
Total				5,000.00
***** For Hidalgo County use only 8-1204-431-00-124-007-0-334				
				5,000.00

Authorized by:

*Maria L. Salazar*



Purchase Order

PO#: 597865

COUNTY OF HIDALGO

DATE: 01/24/08

Page No 2 Of 2

VENDOR: 227889

REQ:00125217

Email:

BUYER:

Phone: (956)424-7898

SHIP TO: HIDALGO CO. PCT 4

TEDSI INFRASTRUCTURE GROUP, INC.

1102 N. DOOLITTLE RD.

1201 E EXPRESSWAY 83

EDINBURG TX 78539

MISSION TX 78572-6026

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #0103

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
		Approved -----		

Authorized by:

*Marta R. Salazar*



**AI-8590**

**23.F.1.**

**Authority to Transfer Utilities  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

- A. Requesting authority to transfer electric service from Lessor's (Jose E. Garcia) provider CPL to Lessee-Hidalgo County (430th State District Court) electric energy/service contracted provider Reliant Energy;
- B. Requesting ratification of transfer of utility accounts (by 430th court staff) with the City of Edinburg from Joe E. Garcia to Hidalgo County 430th (as directed by Hidalgo County Auditor staff E. Cano) with effective date of 2/29/08;

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** To be determined  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 Funding for the Court electrical expenditures will be addressed at a later date.

**Attachments**

Link: [8590](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 07:23 AM	APRV
2	Dale Kennan	Dale Kennan	03/28/2008 02:06 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 03:44 PM	APRV
4	Purchasing Department (Originator)	Marty Salazar	03/28/2008 04:12 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV
Form Started By: Marty Salazar			Started On: 03/26/2008 02:27 PM	
Final Approval Date: 03/28/2008				

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**LEASE  
C-07-249-07-17**

THIS LEASE is made and entered into by and between **Jose E. Garcia**, , 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, save and except the said space marked as Office #2 and Office #3 on the floor plan included in Exhibit "A" and consisting of a total of 243.96 square feet and referred herein as "Lessor's Storage Space". The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." The total Leased Premises consists of Four Thousand Five Hundred (4,500) square feet.

Lessor agrees that Lessor's Storage Space shall be used only for storage purposes by Lessor. Lessor further agrees that only authorized personnel who maintain the Leased Premises on Lessor's behalf shall be allowed access to the Lessor's Storage Space and such space shall only be accessed through the front door entrance of the Leased Premises and only when court is not in session.

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for one

- (9) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

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 thirty (30) days 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, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(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, including but not limited to, electricity and water, 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**

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 1, 2007

JOSE E. GARCIA

Sept. 26, 2007

By: Jose E. Garcia

HIDALGO COUNTY

Juan D. Salinas, III  
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo Jr, County Clerk

Approved on Commissioners' Court July 17, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain  
Stephen L. Crain

**AI-8542**  
**Motorola Radios**  
**CC REGULAR**

**23.G.1.**

**Date:** 04/01/2008  
**Submitted By:** Matilde Faz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department      **Purchasing only:** Constables

---

**Information**

**CAPTION**

Constable Pct. 3:  
Requesting authority to purchase (3) XLT 1500 Mobile - VHF Radios from awarded vendor through our participation/membership with Cooperative Program (H-GAC) Houston Galveston Area Council with the following vendor: MOTOROLA INC. - H-GAC contract #RA01-08-Requisition #128861 in the amount of \$6,753.00

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008      **ACCT. #:** 81230421002930100748  
**FUNDS AVAILABLE Y/N?:** Yes      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Available - Requisition # 128861

---

**Attachments**

Link: [Motorola Radios](#)

---

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2008 02:17 PM	APRV
2	Budget & Management	Dina Trevino	03/27/2008 03:15 PM	APRV
3	Erika Reyna	Erika Reyna	03/28/2008 07:21 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:42 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:44 PM	APRV

Form Started By: Matilde Faz

Started On: 03/24/2008 02:25 PM

Final Approval Date: 03/28/2008

---

# Requisition

Req # 00128861

PO #

Date: 03/18/08

*Regular  
# 8542  
4/1/08*

Bill To:   x  
              x

Vendor : 283827  
MOTOROLA INC.  
1301 E. ALGONQUIN RD  
SCHAUMBURG IL 60196  
FAX (210)680-3214

Ship To:  CONSTABLE PCT 3  
          730 BREYFOGLE  
          STE. B  
          MISSION TX 78572

Contact:  RCAVAZOS  
           956-581-6800

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO TO PURCHASE NEW RADIOS FOR THREE NEW UNITS PURCHASED BY DEPARTMENT. TWO FORD F150 4X4 PICKUPS AND ONE FORD CROWN VICTORIA. NO VIN NUMBERS, LICENSE PLATE NUMBERS CAN BE PROVIDED FOR WE HAVE NOT RECEIVED THEM YET. THE FORD CROWN VICTORIA WILL BE ASSIGNED UNIT 307 AND THE TWO FORD PICKUPS WILL BE ASSIGNED UNIT NUMBERS 309 AND 314.		
3	EACH	MODEL NO. M28KSS9PW1 N XLT 1500 MOBILE 10-50 WATT, 136-174MHZ	1,600.00	4,800.00
3	EACH	MODEL NO. G789 ENH: 3600 ASTRO DIGITAL	530.00	1,590.00
3	EACH	MODEL NO. G89 ADD: NO ANTENNA NEEDED	.00	.00
3	EACH	MODEL NO. G24 ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	121.00	363.00
		Account No	<u>Encumbrance</u>	
		8-1230-421-00-293-010-0-748	6,753.00	
		<i># 48149</i>	Freight	.00
		<i># 48150</i>	Total	6,753.00
		<i># 48151</i>		

Authorized By: \_\_\_\_\_



HIDALGO - COUNTY OF  
 CONSTABLE PRECINT 3  
 730 NORTH BREYFOGEL SUITE B  
 MISSION, TX. 78572

DATE: 3/24/2008  
 QUOTE #: 08-00234  
 BY: 206  
 ATTN: ELDON DUNN  
 PHONE: 956-581-6800  
 FAX: 956-  
 EMAIL: INSTABLEPCT3@SWBELL.NET  
 USER CONTACT: ELDON DUNN  
 CONTACT #: 956-581-6800

ITEM	APC	QTY.	MODEL	DESCRIPTION	UNIT LIST	EXTENDED LIST
<b>XTL 1500 MOBILE - VHF</b>						
726	3		M28KSS9PW1 N	XTL 1500 MOBILE 10-50 WATT, 136-174MHZ	\$ 1,600.00	\$ 4,800.00
775	3		G789	ENH: 3600 ASTRO DIGITAL	\$ 530.00	\$ 1,590.00
500	3		G89	ADD: NO ANTENNA NEEDED	\$ -	\$ -
185	3		G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE (RSA)	\$ 121.00	\$ 363.00
**PER HGAC CONTRACT PRICING**						

---

EQUIPMENT	\$ 6,753.00
TOTAL EQUIPMENT	<u>\$ 6,753.00</u>
GRAND TOTAL	\$ 6,753.00

NOTE:

- 1 TERMS AND CONDITIONS SUBJECT TO HGAC AGREEMENTS
- 2 OFFER GOOD THROUGH
- 3 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.

4/23/2008

QUOTE TERMS AND CONDITIONS :

- 1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
- 2 PURCHASER WILL BE RESPONSIBLE FOR SHIPPING COSTS, WHICH WILL BE ADDED TO THE INVOICE.
- 3 TITLE WILL PASS UPON SHIPMENT, RISK OF LOSS WILL PASS UPON DELIVERY TO PURCHASER'S FACILITY.
- 4 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN SIX MONTHS AFTER SHIPMENT.
- 5 PRICES QUOTED ARE VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS QUOTE.
- 6 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
- 7 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
- 8 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 11 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

PURCHASE ORDER # \_\_\_\_\_

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

## HOUSTON GALVESTON AREA COUNCIL OF GOVERNMENT – H-GAC

### Motorola Equipment Order Processing - Effective March 1, 2008

**Step # 1 - Make Purchase Order out to:**

Motorola, Inc.  
1313 East Algonquin Rd.  
Schaumburg, IL 60196

**Step # 2 - Purchase Order MUST include the words:**

"Includes H-GAC Fee of 1.5% of the purchase total" per HGAC contract # RA01-08

**Step # 3 - Purchase Order MUST include the words: "TERMS = NET 30"**

**Step # 4 - Purchase Order MUST include the words:**

<p><b>Ship to address:</b> STC 709 East Pecan McAllen, Texas 78501</p>	<p><b>and</b></p>	<p><b>Ultimate destination Address</b> Your end user Name Address City, State, Zip Code</p>
--	-------------------	---

**STEP# 5 - Fax or Emails scanned, signed Purchase Order and Copy of Equipment Quote to:**

<p>South Texas Communications Phone (956) 687-8591</p>	<p>Email: stcradios@stcradios.com Fax (956) 687-1735</p>
--	--

**STEP# 6 - Mail original copy to STC**

South Texas Communications  
PO Box 3712  
McAllen, Texas 78502-3712

**STEP# 7 - Fax or Emails scanned, signed Purchase Order and Copy of Equipment Quote to:**

<p>Motorola, Inc. Phone (361) 563-0022</p>	<p>Attn: Chuck Garrett <a href="mailto:charles.garrett@motorola.com">charles.garrett@motorola.com</a> Fax (800) 423-2831</p>
--	--

**STEP# 8 - Fax or Emails a scanned, signed Purchase Order and Copy of Radio Quote to:**

Purchase Order copy that you send to H-GAC must include these words:

**ORIGINAL COPY SENT TO MOTORLA - DO NOT DUPLICATE**

<p>H-GAC Phone (713) 993-2485</p>	<p>Attn: Latonya Venters <a href="mailto:LaTonya.Venters@h-gac.com">LaTonya.Venters@h-gac.com</a> Fax (713) 993-4548</p>
---------------------------------------	--

For additional information visit the H-GAC website at: [www.hgacbuy.comm](http://www.hgacbuy.comm)

Go to the how to use the program section for complete details.

Thank you for your business and order.

AI-8539

23.H.1.

**Vulnerability Assessment Technology Purchase  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Matilde Faz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department      **Purchasing only:** IT Department

**Information**

**CAPTION**

A. Requesting approval of an "order" granting exemption from competitive bidding requirement under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source;"

B. Approval of a "Sole Source Declaration" with authority to purchase from Rapid7 LLC a Nexpose Internet Vulnerability Management System in the amount not to exceed \$24,500.00 (req. #128498)

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008      **ACCT. #:** 8-1100-415-00-200-002-0-747  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available in req #128498 is \$24,500.00 for Rapid 7 LLC Sole Source Vendor.

**Attachments**

Link: [Nexpose  
Vulnerability  
Assessment  
Technology](#)

Link: [Sole Source  
Memorandum](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/28/2008 01:12 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/28/2008 03:00 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:21 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:32 PM	APRV

Form Started By: Matilde Faz

Started On: 03/24/2008 02:17 PM

Final Approval Date: 03/28/2008

---

# Requisition

Req # 00128498

PO #

Date: 03/12/08

Bill To: x  
x

**Vendor:** 355623  
RAPID7 LLC  
545 BOYLSTON STREET, STE 400  
BOSTON MA 02116-3606  
FAX (310)640-6885

**Ship To:** INFORMATION TECHNOLOGY DEPARTMENT  
100 N. CLOSNER, 1ST FL  
EDINBURG TX 78539

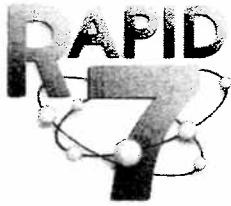
**Contact:** EDNA KIRBY  
956-292-7010

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Sole Source and Sole Supplier Reference # Q58155		
		<del>DO NOT</del> DUPLICATE ORDER		
1	EACH	NEXPOSE INTERNET VULNERABILITY MANAGEMENT SYSTEM Includes software license for 1 NeXpose Security Console & Scan Engine	10,000.00	10,000.00
300	EACH	NEXPOSE IP LICENSE FOR SPECIFIED IP RANGE Permits scanning up to licensed number of IPs	58.50	17,550.00
1	EACH	NEXPOSE DISCOVERY LICENSE FOR SPECIFIED NUMBER OF IPs Permits discovery scanning for a Class B IP range	5,000.00	5,000.00
1	EACH	NEXPOSE APPLICANCE Plug and Play 1U rack mount LCD Display for easy configuration to the network. Warranty: Hardware will be replaced while under maintenance for three years from date of delivery. Maintenance is included for the first year. Customer is responsible for backup of data.	3,000.00	3,000.00
1	EACH	ONE YEAR NEXPOSE TECHNICAL SUPPORT & UPGRADES Unlimited access to 24 hour technical support and automatic product upgrades, included any and all major releases 15% of NeXpose product cost	.00	.00
1	EACH	ONE YEAR NEXPOSE SUBSCRIPTION LICENSE NeXpose vulnerability definitions by electronic subscription 20% of NeXpose product cost	.00	.00
1		Discount (DISCPROMO) DISCOUNT: 11075		-11,075.00
1	EACH	Shipping Cost (UPS Ground -Flat Rate)	25.00	25.00
		Account No	<u>Encumbrance</u>	
		8-1100-415-00-200-002-0-747	24,500.00	
			Freight	.00
			Total	24,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_



## Rapid7 LLC

545 Boylston Street, Suite 400  
Boston, MA 02116  
[Tel] 617-247-1717  
[Fax] 617-507-6488

To Whom It May Concern:

This letter confirms that Rapid7 LLC is the sole source and sole supplier of NeXpose, as well as the sole provider of technical support and subscription services for the product. The NeXpose source code is owned exclusively by Rapid7; therefore, Rapid7 is the only supplier of product updates and new vulnerability definitions.

Second and subsequent years' technical support and subscription services are available exclusively through direct procurement from Rapid7. No resellers are permitted to resell Rapid7's annual support and subscription services; Rapid7 is the sole authorized source.

NeXpose is unique in that we employ an artificial intelligence engine called JESS (Java Expert System Shell). This patented technology is not replicated in any vulnerability assessment system other than NeXpose.

If I can be of further assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Fasano". The signature is fluid and cursive, with a long, sweeping underline.

Nick Fasano  
National Sales Director  
617 247 1717  
nick\_fasano@rapid7.com



Rapid7 LLC  
 898 N. Sepulveda Blvd  
 Suite 500  
 El Segundo CA 90245  
 United States  
 (310) 760-4640 Phone / (310) 640-6885 Fax  
 www.rapid7.com  
 Tax ID # 74-3111935

# PRODUCT ORDER FORM

Date 3/7/2008  
 Reference # Q58155  
 Expires 3/31/2008  
 Sales Rep Brodhag, Andrew J  
 PO #  
 Terms Net 30

**Bill To**

Renan Ramirez  
 County of Hidalgo  
 100 N. Clossner Blvd.  
 Edinburg TX 78539  
 United States

Req. 128498

Product Code	Quantity	Description	Unit Price	Total Price
NXNSC	1	NEXPOSE INTERNET VULNERABILITY MANAGEMENT SYSTEM * Includes software license for 1 NeXpose Security Console & Scan Engine	10,000.00	10,000.00
NXIPLIC	300	NEXPOSE IP LICENSE FOR SPECIFIED IP RANGE * Permits scanning up to licensed number of IPs	58.50	17,550.00
NXDISLIC	1	NEXPOSE DISCOVERY LICENSE FOR SPECIFIED NUMBER OF IPs * Permits discovery scanning for a Class B IP range	5,000.00	5,000.00
NXAPPLIANC E	1	NEXPOSE APPLIANCE * Plug and Play * 1U rack mount * LCD Display for easy configuration to the network Warranty: Hardware will be replaced while under maintenance for three years from date of delivery. Maintenance is included for the first year. Customer is responsible for backup of data.	3,000.00	3,000.00
NXTECH	1	ONE YEAR NEXPOSE TECHNICAL SUPPORT & UPGRADES * Unlimited access to 24 hour technical support and automatic product upgrades, included any and all major releases — 15% of NeXpose product cost	0.00	0.00
NXSUBS	1	ONE YEAR NEXPOSE SUBSCRIPTION LICENSE * NeXpose vulnerability definitions by electronic subscription — 20% of NeXpose product cost	0.00	0.00

**MARKETING PARTNER DISCOUNTS:**

All discounts predicated on client serving as a "Marketing Partner". Client agrees to provide the following marketing support after NeXpose has been implemented in consideration for the marketing concession discounts:  
 \* Serving as a reference for Rapid7 LLC (Rapid7 will schedule appropriately)  
 \* Speaking to analysts as warranted  
 \* Supporting the development of a case study  
 \* Press release announcing the partnership upon contract execution  
 \* Participation in joint press releases and/or articles for media publication as warranted

Subtotal 35,550.00  
 Discount (DISCPROMO) -11,075.00  
 Shipping Cost (UPS Ground - Flat Rate) 25.00  
 Total \$24,500.00



# PRODUCT ORDER FORM

## Terms and Conditions

### PURCHASE ORDER NOTES:

Your signature on this Purchase Order Form shall be a binding, non-cancelable agreement between Licensee and Rapid7. Delivery and use of the product(s) listed shall be governed in accordance with the terms listed here and those terms accompanying the software.

### PAYMENT TERMS:

- \* Customer responsible for any costs incurred in the collection of this debt, including attorney's fees and court costs.
- \* Rapid7 LLC reserves the right to correct and/or collect state or government taxes assessed, as required by law, without notice.

### SERVICE RENEWAL:

This service will be automatically renewed at the list price in effect at the end of the Initial Term, and each Term extension thereafter, unless either party delivers to the other party a written termination notice at least thirty (30) days prior to the end of the then current Term or Term Extension. Failure to provide termination notification shall not be considered grounds for non-payment.

### MARKETING PARTNER DISCOUNTS:

All discounts predicated on client serving as a "Marketing Partner". Client agrees to provide the following marketing support after NeXpose has been implemented in consideration for the marketing concession discounts:

- \* Serving as a reference for Rapid7 LLC (Rapid7 will schedule appropriately)
- \* Speaking to analysts as warranted
- \* Supporting the development of a case study
- \* Press release announcing the partnership upon contract execution
- \* Participation in joint press releases and/or articles for media publication as warranted

ACCEPTED BY:

\_\_\_\_\_

NAME:

\_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

BILL TO ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

SHIP TO ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## What Rapid7's Customers are Saying

"With its remote access capabilities, NeXpose allows me to delegate to our other IT administrators and ensure every campus department is covered in our network audits. I can locate the systems that have the most problems in only a few clicks...The reporting capabilities are better than anything we used previously... The vulnerabilities discovered by NeXpose are thoroughly explained and remediation steps are outlined for addressing them. We can also generate an executive summary for upper management." - *Joe Ferris, Florida State University*

"NeXpose is extremely thorough in its compliance checking against devices; [it] also demonstrated it enables integration with other technologies. We can easily integrate it with the Peregrine Service Center, the software we use for call-ticketing and incident-handling...The product is easy to use; the interface makes it simple to set up and perform the scanning. We were also pleased to learn that it is an affordable solution and fit within our budget." - *David Fournier, Hannaford Bros. Co.*

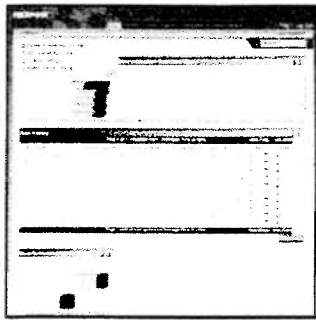
"The functionality is unsurpassed. I almost jumped up and down with joy when I saw it could work against all of those different hardware platforms, databases, and OSs. I was also impressed with the license flexibility. So many other products cannot be used for a rotating audit schedule, while your license plan seems tailored to my circumstance. I was very impressed with the multiplatform, multiOS, and multiapplication approach; and especially, I like the credentials. I am so happy I can do OS patch level scans and do a web crawl that catches cross-site scripting and other application type vulnerability IN ONE PRODUCT." - *Edward Melchior, University of Wisconsin Milwaukee*

"We wanted to minimize risks in our environment and prevent potentially destructive events from occurring. We're using NeXpose for protecting both our network backbone and devices at our Boston headquarters...Other products found the security problems but didn't provide a way to solve them. My focus is on finding solutions; therefore it was a huge difference for me that NeXpose explains what I need to do to fix a problem." - *Tom Scott, Newbury Comics.*

"We've found NeXpose to be very intuitive and easy to use. Most of our staff has picked it up with minimal training. The risk scanning process has become very flexible now because NeXpose affords usability throughout our organization that we did not have before." - *Pamela Sutton, Miami Dade County*

mission critical data and protect their customers from hackers and exploits.

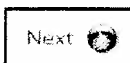
NeXpose combines the following into a Unified Vulnerability Managment solution, enabling non-stop, flexible protection from network security threats:



[Click to enlarge](#)

- Vulnerability management - scan your environment from both inside and outside the firewall to find exposures that can compromise your network
- Risk assessment - identify risk based upon how the vulnerability in one system affects another
- Policy and compliance reporting - determine if your systems comply with corporate or regulatory policies
- Remediation guidance - fix vulnerabilities quickly and easily with the information provided in remediation reports
- Accurate scanning - delivers accurate scanning results in less time with an expert system that follows an assessment process similar to that used by ethical hackers
- Automated ticketing - manages the remediation workflow process with an internal ticketing system to delegate remediation tasks to the analysts and administrators responsible for individual systems.

NeXpose audits Web applications, databases, operating systems, servers, and network devices from a single product. NeXpose, available as a software product, hardware appliance or a managed service, runs on Linux and Window platforms and self manages internal database, program and vulnerability library updates.



Copyright © 2001 - 2008, Rapid7, LLC. All Rights Reserved.

- [Home](#)
- [Nexpose](#)
- [Solutions](#)
- [Services](#)
- [Support](#)
- [Security Center](#)
- [Company](#)
- [Contact](#)

- [Nexpose](#)
  - [Overview](#)
  - [Features](#)
  - [Architecture & Open API](#)
  - [Try NeXpose](#)
  - [Buy NeXpose](#)
  - [System Requirements](#)
  - [Vulnerabilities Tested](#)
  - [NeXpose Information](#)
- [Solutions](#)
  - [Unified Vulnerability Management](#)
  - [Web Application VA](#)
  - [Database VA](#)
  - [Network & OS VA](#)
  - [Compliance Scanning](#)
- [Services](#)
  - [PCI Compliance Testing](#)
  - [Penetration Testing](#)
  - [Web Application Security Audits](#)
  - [Best Practices Consulting](#)
  - [Social Engineering](#)
  - [CISSP Seminar](#)
  - [NeXpose Training](#)
- [Support](#)
  - [NeXpose FAQ](#)
  - [System Requirements](#)
  - [Support Form](#)
  - [Vulnerabilities Tested](#)
  - [Customer Center Login](#)
- [Security Center](#)
  - [Advisories](#)
  - [Vulnerabilities Tested](#)
  - [Compliance](#)
  - [White Papers & Articles](#)
  - [SSHredder Test Suite](#)
- [Company](#)
  - [Management](#)
  - [Customers](#)
  - [Partners](#)
  - [Press Room](#)
  - [Events](#)
  - [Contact](#)
  - [Careers](#)
- [Customers](#)



[Home](#) | [Privacy](#) | [Legal](#) | [Sitemap](#) | [Contact](#)

## What is NeXpose?

In 2000, Rapid7 recognized the need for a powerful and intelligent all-in-one vulnerability management solution. After working with security experts and security professionals to define and develop this unique solution, the Rapid7 team emerged with NeXpose. Today, NeXpose is the number one choice of security experts and thousands of security professionals to protect their global assets, secure



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**“SOLE SOURCE DECLARATION”**

To: Hidalgo County Commissioners Court

From: Martha L. Salazar  
Hidalgo County Purchasing Agent *mls*

Date: March 28, 2008

Re: “Sole Source Declaration” – Rapid7 LLC

Due to changing technology, it is most advantageous for the Information Technology Department to enhance this department’s productivity.

Hidalgo County (IT) Information Technology Department requires the use of Rapid7 Nexpose Internet Vulnerability Management System Software. This software would enable the department to scan and discover more vulnerabilities and eliminates false positives, detects and remediates vulnerabilities in more databases than traditional scanners. Rapid 7 LLC is the “sole source manufacturer, distributor, supplier and provider of technical support and subscription services for this software”.

The Purchasing Department attempted to contact a least four (4) known software providers and to solicit quotes with no success or response.

Therefore, the Information Technology Department requires the purchase of this software from Rapid7 LLC.

**AI-8562**

**23.H.2.**

**"HVAC Upgrade to IT Computer Room & Office A/C Installation at HC Courthouse (Turnkey)"**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** IT Department

**Information**

**CAPTION**

Presentation for discussion, acceptance and approval of a proposal from Johnson Controls, Inc., through the county's participation/membership with TXMAS 05-03FAC020-HVAC Maintenance & Service for the provision of labor and materials but not limited to any other accessories as may be needed for a turnkey solution for: "HVAC Upgrade to IT Department Computer Rooms & Office areas (i.e. A/C Installation) at Hidalgo County Courthouse" in an amount not to exceed \$62,530.24 with authority to issue a PO for same amount for project #2008126.

**BACKGROUND**

As per previous conversations this project will safeguard over \$800,000.00 worth of computerized equipment that currently experiences environmental problems with temperature and humidity. As per IT Department funds in the amount of \$65,000.00 for this project have been appropriated under acct. #8-1100-415-00-200-002-0-671. As per Auditor's office funds for this purchase should be in Buildings & Grounds account 8-1100-419-40-220-001-0-431 (See AI-\_\_\_\_\_ for the transfer).

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-419-40-220-001-0-431

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$169,617.48 as of 3/27/08. Transfer (AI-8616) is pending in the amount of \$62,530.24 for the proposed "HVAC Upgrade to IT Computer Room & Office A/C Installation at HC Courthouse (Turnkey).

**Attachments**

Link: [08-126](#)

Link: [08-126](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2008 02:22 PM	APRV

2	Budget & Management	Dina Trevino	03/26/2008 02:52 PM	APRV
3	Dale Kennan	Dale Kennan	03/27/2008 10:09 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:37 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:44 PM	APRV

Form Started By: Oscar Garza

Started On: 03/26/2008 08:50  
AM

Final Approval Date: 03/28/2008

---

**Renan Ramirez**

From: Renan Ramirez [renan@co.hidalgo.tx.us]  
 Sent: Thursday, October 25, 2007 9:41 AM  
 To: 'valde.guerra@co.hidalgo.tx.us'  
 Cc: 'mike'; 'dina.trevino@co.hidalgo.tx.us'; 'raul.silguero@co.hidalgo.tx.us'  
 Subject: Pending IT items  
 Follow Up Flag: Follow up  
 Flag Status: Blue

Valde,

As per our previous conversations; I am listing below the items that are critical for the proper functioning of the COUNTYWIDE IT infrastructure, I will list them by priority:

**CRITICAL:**

1. GAS fire suppression system for the New Administration Building MDF (Main Dist. Facility): Currently there is a sprinkler head installed at the MDF at the New Admin Bldg. If this sprinkler were to go off all the equipment in the room (valued at over \$500,000) would be ruined. I've sent multiple emails to Purchasing, B&G and now you to try to correct this matter, to no avail.  
Total cost to replace: \$25,000.
2. A/C Unit for the Courthouse MDF: The main courthouse computer room is experiencing environmental problems with temperature and humidity. An A/C unit upgrade is long over due. The current system was installed over 15 years ago. There is over \$800,000 worth of equipment in the room.  
Total cost to replace: \$65,000.

**HIGH PRIORITY:**

3. County wide file server DATANAS: We have outgrown our current file storage system and the security features on it. An upgrade to this device is long over due.  
Total cost to replace: \$30,000.

**NEEDED:**

4. Kmart security equipment: Large monitors for security personnel \$2,000.
5. Refit of old Budget area / Old Admin Multipurpose Area: \$ 25,000.
6. IQ software licenses for Budget office: \$20,000
7. BMC discovery upgrade: \$30,000

I must stress once again that the first two items are of EXTREME importance and we must act immediately to resolve the situation. I thank you for your time and attention to this matter.

=====

Renan Ramirez  
 CIO  
 IT Department / Hidalgo County, Texas

Account No: 1100-415-00-200-002-0-671 Accounting Period: 13 Period:  Period  YTD 215741 pg 03 -1 1 1

Acct. Year: 03 Previous Year Info. Description: COMPUTER DEPT-BLDG R&M SUPPLIES

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All [Left Arrow] [Right Arrow]

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
02	.00	60,000.00	.00	.00	60,000.00
03	.00	5,000.00	.00	.00	65,000.00
YTD	.00	65,000.00	.00	.00	65,000.00
PRE	.00	.00	62,530.24	.00	62,530.24-
TOT	.00	65,000.00	62,530.24	.00	2,469.76



TXMAS-05-03FAC020 – HVAC Maintenance & Service

3-19-08

Hidalgo County  
Purchasing Department  
100 E. Cano, 4th Floor  
Administration Building  
Edinburg, TX 78539

Attn: Mr. Javier Carreon

Subject: **Proposal TXMAS Preferred Customer Pricing - TXMAS-05-03FAC020 – HVAC Maintenance & Service**

1) **“Hidalgo County Courthouse I.T. Computer Room & Office A/C Installations (turn-key)”**

To Whom It May Concern:

Johnson Controls Service is pleased to present the following **TXMAS** proposal. We propose to furnish the service specified herein at prices stated and in accordance with York standard terms and conditions. Johnson Controls would like to submit the following proposal for your review and approval.

Scope of Work:

- \* Item I / Computer Room out tag out electrical

The complete (turnkey) installation of a 3 Ton 12 SEER (Cool Only/1 phase 208/230volt) suspended split-system with a 4' plenum and 4 equally spaced lay-in T-grid step grilles, to include installation of a programmable 7 day thermostat. The unit will be suspended above the grid with a condensate pump to expel condensate to a designated drain located above the roof. A secondary drain pan will be installed with a wet switch to detect and shut-off the unit in the unlikely event any condensate overflow occurs. Copper and electrical piping will follow existing rooftop penetrations and will connect to condenser section at the rooftop. All lay in grilles will be supplied by flex ducting and will have an R-6 rating along with the lay-in grilles themselves. Start-up, refrigerant charge, air balance and initial Maintenance Log will be conducted and left with the unit, along with document closed out items.

- \* Item II / I.T. Offices

The complete (turnkey) installation of a 4 Ton 9 SEER (Cool w/15 Kw heat-strips/3 phase 208/230volt) Roof Top Unit. Installation will include penetrations through 8: formed concrete and penetrations through concrete attic level suspended grid. Installation will also include a 16 foot 22 gauge internally-lined sheet metal delivery system (Reducing Plenum design) with both 2' X 2' lay-in grilles and side wall mounted grilles. All lay in grilles will be supplied by flex ducting and will have an R-6 rating along with the lay-in grilles themselves. A programmable 7 day thermostat will be installed in the hall area and cap-off will be conducted to the existing duct as to isolate the office area and cordon off the 4 ton system, proper. Drainage of condensate will occur at the roof top level to an existing designated drain. Start-up, refrigerant charge, air balance and initial Maintenance Log will be conducted and left with the unit, along with document closed out items.



TXMAS-05-03FAC020 – HVAC Maintenance & Service

Exclusions & Responsibilities:

- Any type of permitting if required would be the client's responsibility.
- Any electrical upgrades are excluded & would be the client's responsibility
- Any painting or cosmetics to the building would be the client's responsibility
- Any type of additional roof repair other than what is listed in the scope would be completely excluded & would be the client's responsibility
- Overtime is excluded in this project.
- Anything outside of what is included in the above scope is excluded unless a separate quote is requested or change order.

The **TXMAS** price for the above work & equipment is: **62,530.24** *+plus any applicable taxes.*

Thank you for the opportunity to quote on this valued inquiry and your interest in Johnson Controls, Inc. Maintenance and Energy Services. Quote is good for 30 days from the above date. **All work to be performed during normal business hours (Mon. thru Fri. from 8am to 5pm).**

**\* Proprietary:**

Johnson Controls, as a benefit to you, has developed the concepts detailed in this proposal on 3/19/2008. These are considered by Johnson Controls to be confidential and proprietary. These ideas and concepts remain the sole property of Johnson Controls, Hidalgo County acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of Johnson Controls. Any unauthorized use of these ideas and concepts is strictly prohibited.

**Mobilization Fee:**

30% of the total amount will be invoiced upon the order of the equipment & materials necessary to complete the job.

**Closing:**

Again, thank you for your interest in Johnson Controls. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Lonnie Cavazos  
Account Executive  
Rio Grande Valley  
Office 956.535.2718  
Fax 956.428.1591  
[Adalberto.cavazos@jci.com](mailto:Adalberto.cavazos@jci.com)



TXMAS-05-03FAC020 – HVAC Maintenance & Service

**\* SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED \***

- If this proposal is approved please fill out this acceptance page & fax to (956) 428-1591. This will assist us with scheduling & ordering any part necessary to proceed with the work.

**By(print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**\* Purchase Order:** \_\_\_\_\_

**Date:** \_\_\_\_\_



#### TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.



**TXMAS-05-03FAC020 – HVAC Maintenance & Service**

10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
  
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
  
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
  
13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
  
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

AI-8578

23.I.1.

**Computerized Radiology Machine Evaluation Ranking  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department                      **Purchasing only:** Health & Human Services Dept.

**Information**

**CAPTION**

A. Presentation for discussion, consideration, acceptance and approval of the scoring/evaluation grid for the sole response received from IMS Durable Medical Equipment (for the purpose of CC quaifying the response so as to proceed with the process) for a turnkey solution for "Computerized Radiology Machine" for Hidalgo County Health Department;

B. Requesting authorization for Purchasing Department to negotiate a contract with IMS Durable Medical Equipment (sole proposer) for Hidalgo County's (Health & Human Services Department) RFP project: "Computerized Radiology Machine".

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1336-441-00-340-029-0-748

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 3-28-08 \$250,000.00.

**Attachments**

Link: [grid & participation log](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2008 03:26 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/28/2008 07:29 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:35 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:44 PM	APRV

Form Started By: Yvette Islas    Started On: 03/26/2008 01:25 PM

Final Approval Date: 03/28/2008



**EVALUATION/GRADING GRID  
RFP NO: 2008-043-02-27-YSI**

**"COMPUTERIZED RADIOLOGY MACHINE"  
HEALTH DEPARTMENT**

<b>EVALUATION CRITERIA</b>	<b>RESPONDENT</b>		
	<b>IMS Durable Medical Equipment</b>		
	<b>GRADERS</b>		
	<b>1</b>	<b>2</b>	<b>3</b>
Understanding the Services / Methodology	25	24	24
Ability to Commit to all Services Required	30	29	26
Ease of Support System & Response Time	20	25	25
Cost	20	19	17
<b>TOTALS</b>	95	97	92
<b>AVERAGES</b>	94.66		
<b>RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)</b>			

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING RESPONDENT'S LOG  
REQUIREMENTS/RFP PACKETS**

**RFB-RFP-RFQ**

**RFP ACCEPTANCE DATE:** February 27, 2008

**RFP ACCEPTANCE TIME:** 9:30 A.M.

**DEPARTMENT/PROPOSAL DESCRIPTION –**"HIDALGO COUNTY HEALTH DEPARTMENT – COMPUTERIZED RADIOLOGY SYSTEM"

**RFP NO:** 08-043-02-27-YSI

<b>NAME OF BIDDER: COMPANY/FIRM &amp; REPRESENTATIVE'S NAME</b>	<b>PROPOSAL REQUEST *VIA</b>	<b>SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT</b>	<b>DATE</b>	<b>PHYSICAL ADDRESS CITY-STATE-ZIP E-MAIL ADDRESS PHONE &amp; FAX NO.s</b>
International Medical Supply Jim Carlson	In Person	J. Carlson	02-12-08	114 S 13 <sup>th</sup> Edinburg, Texas 78539 P 956-381-8121 F 956-381-1303
Gemini Medical Supply	US Mail	Yvette S. Islas	02-15-08	2201 N Raul Longoria Rd San Juan, Texas 78589 P 956-283-0484 F 956-283-1446
Principle Medical Supply	US Mail	Yvette S. Islas	02-15-08	5224 N Cage Blvd., Pharr, Texas 78577 P 956-283-0405 F 956-283-8364
All Valley Medical Supply	US Mail	Yvette S. Islas	02-15-08	200 E Expressway 83, Suite L-2 Pharr, Texas 78577 P 956- 781-5800 F 956-781-5873
Muniz Medical Supply	US Mail	Yvette S. Islas	02-15-08	1512 Dove, #G McAllen, Texas 78504 P 956-688-6048 F 956-686-6167
Life Medical Supply	US Mail	Yvette S. Islas	02-15-08	2509 Buddy Owens McAllen, Texas 78504 P 956-994-3600 F 956-994-3612

**\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL (EM)**

AI-8568

23.J.1.

**"Removal/Installation and Re-Wiring of (3) Panels to Monitoring Room at the Courthouse"**

**CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Oscar Garza, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department      **Purchasing only:** Buildings & Grounds

**Information**

**CAPTION**

Presentation for discussion, acceptance and approval of a proposal from Simplex Grinnell, through the county's participation/membership with TXMAS-5-84070 for the provision of labor and materials but not limited to any other accessories as may be needed for the upgrade and "Removal/Installation and Re-Wiring of (3) Panels to Monitoring Room at the Courthouse" in an amount not to exceed \$17,415.50 with authority to issue a PO for same amount for project #2008129.

**BACKGROUND**

As funded and recommended by B&G the following acct. #8-1100-419-40-220-001-0-431 is to be used for the proposed project. Availability of funds as verified by our PO Administrator is in the amount of \$169,617.48.

**Fiscal Impact**

**FISCAL YEAR:** 2008      **ACCT. #:** 8-1100-419-40-220-001-0-431  
**FUNDS AVAILABLE Y/N?:** N      **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

As verified by our PO Administrator there is 169,617.46 available for proposed project # 08-129. Requisition number 129267 has been created in order to fund this project.

**Attachments**

Link: [08-129](#)  
Link: [08-129](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/27/2008 04:33 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:18 AM	APRV
3	Rey Salazar	Rey Salazar	03/28/2008 07:41 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:30 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:32 PM	APRV

Form Started By: Oscar Garza

Started On: 03/26/2008 10:50  
AM

Final Approval Date: 03/28/2008

---



**BE SAFE.**

A business unit of Tyco Fire & Security

*SimplexGrinnell*

1200 E. Hackberry, Ste A

McAllen, Texas 78501

(956) 618-5284 Office

(956) 686-9045 Fax

[www.simplexgrinnell.com](http://www.simplexgrinnell.com)

March 24, 2008

**\*\*\* This proposal is in accordance with TXMAS pricing  
(TXMAS Contract # TXMAS-5-84070)**

Attn: Daniel Flores  
Hidalgo County Buildings & Grounds

Re: Hidalgo County Courthouse – Un-install & Re-install / Re-wire 3 Panels to monitoring room

Dear Daniel,

Following is the quotation for the work that needs to be done at the Hidalgo County Courthouse. Per the Captain, he has verbally given the okay to remove all three panels & keypad from the detention center and would like them to be re-wired and re-located to the monitoring room so that his guards do not have to leave their post every time the alarm goes off for fire alarm, access control or panic buttons. Also, after we diagnosed the problems with the panels, we found that at least 1/3 of the existing panic buttons that go into the judges courts are not even working. We also found that there are a series of “spiders’ nests” of cut, loose or miss-directed wires going to the panels. This proposal also includes tracing these wires, or running new ones to replace the non-functioning panic buttons. This also includes re-wiring all three systems that are causing continuous false alarms, on many occasions, several times a day to the new location. This project should take at least two weeks to eliminate all false alarms via Fire, Panic or Access Control Systems. Please don’t hesitate to call me if you have any questions pertaining to this proposal.

- 1 Replacement of bad existing Notifier AFP-200 Panel
- 2 Batteries for Notifier AFP-200 Panel
- 1 all wiring, 18/2, 16/2, 16/4 needed to re-run the 3 panels from the detention center to the monitoring center.
- 1 Labor for re-wiring 3 panels from detention center to monitoring center
- 1 Labor for un-installing & re-installing 3 panels (including new Notifier Panel)
- 1 Programming of all 3 panels once re-installed in the monitoring station
- 1 Panic Button for the Attorney’s Library
- 1 Mini-Module for Notifier AFP-200 Panel
- 1 includes any and all back boxes needed for scope of work
- 1 9600-0101 Installation Material

Grand total                      \$17,415.50

- Excludes sales tax. Excludes cutting, patching & painting. Electrician / Customer to provide dedicated 110 for FACP/ Panels.

Thank you for the opportunity to be of service.

Christopher MacDonald  
ESSR  
Cell: 956-239-2241  
[chrmacdonald@tycoint.com](mailto:chrmacdonald@tycoint.com)

\_\_\_\_\_  
Accepted by

\_\_\_\_\_  
Date

**From:** Daniel Flores [daniel.flores@co.hidalgo.tx.us]

**Sent:** Wednesday, March 26, 2008 2:20 PM

**To:** Oscar Garza

**Subject:** un-install and re-install/re-wire 3 panels to monitor Courthouse Buildings and Grounds is recommending that Hidalgo County retain the services of SimplexGrinnell to update the Courthouse fire/panic and access control systems. SimplexGrinnell is a TXMAS vendor.

AI-8637

23.J.2.

**Fuel Card Applications Request-Arguindegui's Contract -For Building's and Grounds**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** Buildings & Grounds

**Information**

**CAPTION**

A. Authorization and approval of new and/or re-in statement of current/active Fleet Fueling System cards through Arguindegui Oil Co. II, Ltd. submitted by the listed departments detailing the "holders and users" under the County's awarded contract for "Gasoline, On & Off Highway Diesel Fuel" and subject to compliance with the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures including, but not limited to, the following;

- 1) Buildings & Grounds (new fuel cards request)
- 2) Health Department (Re-instate)

B. Presentation of a request from Mr. Daniel Flores, Director of Hidalgo County Buildings & Grounds to permit the use of fleet fuel card (Arguendigui) currently assigned to the County vehicle used by Mr. Flores to fuel the four (4) new pick-ups received (with extensive documentation) until such time as fleet fuel cards are received pursuant to the request made above (note: Arguendigui Cards will take approximately 4 to 5 days to receive, activate and distribute).

**BACKGROUND**

Please see attached requests.

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-419-40-220-001-0-682

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$34,469.16 available balance as of 03/28/08 to be used on an as needed basis.

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-441-00-340-001-0-682

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$64,992 available balance reserved on purchase order number 597491 as of 03/28/08.

---

**Attachments**

Link: New Fuel Cards  
Requ

Link: Health Dept  
-Reinstatement

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/28/2008 01:31 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:35 PM	APRV
3	Rey Salazar	Rey Salazar	03/28/2008 03:49 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Moises Salazar  
Started On: 03/27/2008 04:11 PM

Final Approval Date: 03/28/2008

---



# FLEET FUELING SYSTEMS, LTD.

P.O. Box 1545, 4506 Highway 359, Laredo, Texas 78042  
 TEL: (956) 722-5251 FAX: (956) 729-7524

## CARD REQUEST / CANCEL

### CARD REQUEST:

SPECIFY NAME OR VEHICLE embossed ON CARD EXAMPLE	TIME PROFILE TRANSACTION	GALLON LIMIT FOR EACH TRANSACTION TRANSACTION	PRODUCT CODE 02-DIESEL ONLY	PLEASE CIRCLE TO WHAT APPLIES PIN AND ODOM
	EX. MON-FRI 7-7			
UNIT 42-LIC.749-321 98 FORD F-150	MON-FRI 3 TRANSACTIONS	20GAL.PER TRANSACTION	UNLEADED	<u>PIN AND ODOM</u>
UNIT 51-LIC.754-607 99 FORD F-150	MON-FRI 3 TRANSACTIONS	20GAL.PER TRANSACTION	UNLEADED	<u>PIN AND ODOM</u>
UNIT 52-LIC.749-322 98 FORD F-150	MON-FRI 3 TRANSACTIONS	20GAL.PER TRANSACTION	Unleaded	<u>PIN AND ODOM</u>

### CARD CANCELLATION:

CARD DESCRIPTION	CARD NUMBER	REASON FOR CANCELING

DATE: 3-28-08

NAME: DANIE FLORES

ACCOUNT: 22-0001493

PHONE: 956-289-7850

EMAIL: \_\_\_\_\_

FAX: 956-318-2648

ACCOUNT #8-1100-419-40-220-001-0-682

SIGNATURE: *[Signature]*

PRINTNAME: Daniel Flores

JOB TITLE: Director

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

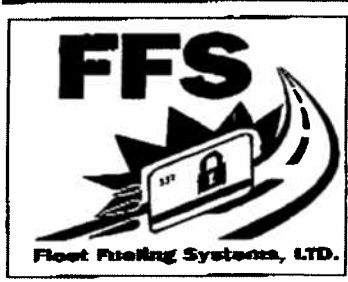
\_\_\_\_\_

\_\_\_\_\_

HAVE QUESTIONS? PLEASE CONTACT

*Michelle Deryga*  
 Accounting Clerk  
 Arguindegui Management Co. L.L.C.  
 (956) 722-5251  
 (956) 729-7524 Fax  
 michelle@aocpetroleum.com

PRODUCT CODES	
DIESEL ONLY	02
UNL ONLY	04
ALL GASOLINE (REG, PREMIUM, PLUS, MID GRADE)	06
ALL FUEL GASOLINE AND DIESEL	01
ALL TAXABLE PRODUCTS	00





# FLEET FUELING SYSTEMS, LTD.

P.O. Box 1545, 4506 Highway 359, Laredo, Texas 78042  
 TEL.: (956) 722-5251 FAX: (956) 729-7524

## CARD REQUEST / CANCEL

### CARD REQUEST:

SPECIFY NAME OR VEHICLE embossed ON CARD	TIME PROFILE TRANSACTION LIMIT	GALLON LIMIT FOR EACH TRANSACTION	PRODUCT CODE	PLEASE CIRCLE TO WHAT APPLIES
EXAMPLE	EX. NONE EX. 24/7 3 TRANSACTION EX. MON-FRI 7-7 OUR PERSONLIZE YOUR OWN.	150 GALLON PER TRANSACTION	02-DIESEL ONLY	PIN ONLY PIN AND ODOM
UNIT 53-LIC. 102-5281 FORD F-150	MON-FRI 3 TRANSACTIONS	20GAL.PER TRANSACTION	UNLEADED	PIN ONLY <u>PIN AND ODOM</u>
UNIT 54-LIC. 102-5282, FORD F150	MON-FRI 3 TRANSACTIONS	20GAL.PER TRANSACTION	UNLEADED	PIN ONLY <u>PIN AND ODOM</u>
UNIT 55-LIC 102-5289 FORD F-250	MON-FRI 3 TRANSACTIONS	20GAL.PER TRANSACTION	Unleaded	PIN ONLY <u>PIN AND ODOM</u>

### CARD CANCELLATION:

CARD DESCRIPTION	CARD NUMBER	REASON FOR CANCELING

DATE: 3-28-08

NAME: DANIE FLORES

ACCOUNT: 22-0001493

PHONE: 956-289-7850

EMAIL: \_\_\_\_\_

FAX: 956-318-2648

ACCOUNT #8-1100-419-40-220-001-0-682

SIGNATURE: *Danie Flores*

PRINTNAME: Danie Flores

JOB TITLE: Director

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

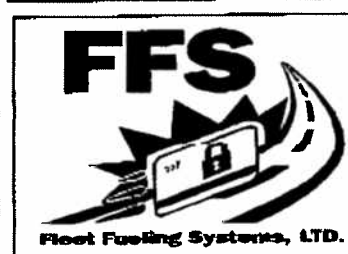
\_\_\_\_\_

\_\_\_\_\_

HAVE QUESTIONS? PLEASE CONTACT

*Michelle Dorego*  
 Accounting Clerk  
 Arguinyeri Management Co. S.P.C.  
 (956) 722-5251  
 (956) 729-7524 Fax  
 michelle@aocpetroleum.com

PRODUCT CODES	
DIESEL ONLY	02
UNL ONLY	04
ALL GASOLINE (REG, PREMIUM, PLUS, MID GRADE)	06
ALL FUEL GASOLINE AND DIESEL	01
ALL TAXABLE PRODUCTS	00



THANKS FOR CHOOSING FFS!



**AI-8582**

**23.J.3.**

**"Emergency Roof Repairs to Pct. #1 & 2" & Demolition of Water Tower  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department                      **Purchasing only:** Buildings & Grounds

**Information**

**CAPTION**

A. Presentation for discussion, acceptance and approval of a proposal from Weatherproofing Technologies Inc. (WTI) through the county's participation/membership with TCPN Contract #R4812 for the provision of labor and materials but not limited to any other accessories as may be needed for "Emergency Roof Repairs to Pct. #1 & 2" with authority to issue a PO for same under project #08-130 in an amount not to exceed as follows:

Pct. #1 Administration Office	\$1,274.88
Pct. #2 CRC Building	<u>\$ 2,549.76</u>
Total Amount	\$ 3,824.64

B. Presentaton for discussion, consideration and action in connection with a request by Bldgs. & Grnds. to consider the demolition of a structure, specifically an existing water tower located on the north side of the San Carlos Warehouse property due to concerns of its stability and structural integrity insasmuch as there exists a new street adjacent to structure;

C. Request authority to advertise for the demolition of the Water Tower located at the San Carlos Warehouse property;

**BACKGROUND**

As per Buildings & Grounds Acct. # 8-1100-419-40-220-001-0-431 is to be used for "Emergency Roof Repairs to Pct. #1 & 2".

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-419-40-220-001-0-431

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

As per Buildings & Grounds acct. #8-1100-419-40-220-001-0-431 is to be used for "Emergency Roof Repairs to Pct. #1 & 2". As per our PO Administrator available amount for proposed project is \$169,617.48 on 03/28/08.

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Water tower demolition may not impact the budget as we are going to attempt to get a vendor to demolish structure in exchange for metal.

---

**Attachments**

Link: [Water Tower](#)

Link: [08-130](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/28/2008 02:40 PM	APRV
2	Budget & Management	Ivan Cantu	03/28/2008 02:45 PM	APRV
3	Rey Salazar	Rey Salazar	03/28/2008 03:43 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Oscar Garza  
Started On: 03/26/2008 01:54 PM

Final Approval Date: 03/28/2008

---

## Agueda

---

**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, March 26, 2008 2:57 PM  
**To:** agueda.garcia@co.hidalgo.tx.us; juan.alvarado@co.hidalgo.tx.us  
**Cc:** ramon.vela@co.hidalgo.tx.us; 'Darlene Betancourt'; 'Valde'; roy.quintanilha@co.hidalgo.tx.us  
**Subject:** FW: San Carlos water tower

Aggie,

Please research whether this structure is part of a fixed asset. If so, provide me the information. I am asking Mr. Guerra that Mr. Quintanilha review the request by B & G so as to get direction to place on CC for surplus of the structure for purposes of demolition. Thanks, Marty!

---

**From:** Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]  
**Sent:** Wednesday, March 26, 2008 2:37 PM  
**To:** Valde  
**Cc:** Martha Salazar  
**Subject:** San Carlos water tower

The San Carlos warehouse property has an old water tower located at the rear of the property. The water tower is in an advance stage of rusting. Now that Precinct 4 has opened a road at the rear of the facility it has become more dangerous to the public and motorist. At this time I am recommending that Hidalgo County demolish the water tower to avoid any liability issues that might arise if the tower falls.

Department of Budget and Management  
 Safety Division  
 Site Inspection Form

Date 3/27/08

Precinct 4 City San Carlos Location \_\_\_\_\_ Department Warehouse

Nearest Intersection N/A Foreman / Crew leader N/A

Employee \_\_\_\_\_ Contractor N/A

Safety Officer Sergio Perez

Reason for inspection The Safety Division was alerted by the Purchasing Dept. about a cretin tower at the San Carlos Warehouse that has become a hazard.

**Personal Protection**

- 1. Hard hats worn by all employees and visitors
- 2. Hearing protection devices worn where noise is high
- 3. Eye and face protection worn by workers exposed to injury
- 4. Hand protection worn by workers exposed to potential injury
- 5. Breathing protective equipment worn where hazards exist
- 6. Reflective vests worn by workers

N/A YES NO

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Location

_____
_____
_____
_____
_____
_____

**General Safety**

- 7. Warning signs posted
- 8. Fire extinguishers provided and charged
- 9. Wash stations (body, eye) provided and clean
- 10. Water and cups provided
- 11. First aid kits provided and stocked

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

_____
_____
_____
_____
_____

	N/A	YES	NO	Location
<b>Vehicle Safety</b>				
12. Vehicle operated safely	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Vehicle inspected routinely (LOG)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
14. Vehicle parked properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
15. Vehicle maintained properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
16. Vehicle secured properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>Equipment</b>				
17. Equipment operated safely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Equipment operated properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Equipment inspected routinely (LOG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Equipment maintained properly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
21. Equipment secured properly	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
22. Equipment stored properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>Housekeeping</b>				
23. Passages and stairs clean of debris (slip& trip hazards)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. Adequate illumination in work areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. Sidewalks free of debris (slip& trip hazards)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
26. Facility maintained properly (A.C., smoke det., etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>Chemicals</b>				
27. Chemicals used properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
28. Chemicals used safely	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
29. Chemicals stored safely	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
30. Chemicals safety data sheet available	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
31. Chemicals disposed of properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>Confined Spaces</b>				
32. Confined space identified and proper procedures followed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
33. Rescue equipment on site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

*Water tower base  
is corroded*

	N/A	YES	NO	Location
34. Monitoring equipment calibrated and used (LOG)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
35. Entranced continuously monitored	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
36. Confined space workers properly trained for assignments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
37. Confined space equipment properly maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
38. Continuous monitoring for hazards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Traffic Control**

39. Warning signs posted properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
40. Flaggers trained for assignments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
41. Flaggers flagging properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
42. Flaggers flagging safely	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
43. Flaggers stationed properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
44. Correct flagging equipment used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
45. Flagging signs and equipment clean and visible	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
46. Flagging signs and equipment properly stored	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Findings / Comments**

I noticed some of the bolts were rotted at the base of the water tower. Other bolts have been cut and in some parts of the water tower the bolts are missing.

I notice a large quantity of corrosion in multiple areas of the water tower (see pictures).

Refer to Attached narrative for further details

Safety Officer 

**County of Hidalgo**  
**Department of Budget & Management**  
**Safety Division**

Incident Report

Type of Report: Information/ Inspection

Report Number: S.I . 08-03-27-1000

Page 1 of 1

Date March 28, 2008

Preliminary

Supplement

On March 27, 2008, at 10:00 a.m., I conducted a site inspection on the Water Tower located at the Hidalgo County San Carlos Warehouse. San Carlos Warehouse is located at 2 blocks North of State Highway (SH) 107 on 86<sup>th</sup> St., in San Carlos, TX.

Upon my inspection, I discovered the Tower contained severe corrosion at the base and support legs. Some of the steel bolts and nuts securing the Tower to the base had been cut off or removed. I photographed the base. The photos depict the aforementioned concerns.

I used a 25' ft. standard tape measuring device to calculate the height of the tower. The first section measured 12' ft. The tower consists of five equal 12' ft. sections, which equal to 60' ft. I estimated the water tank to measure 15' to 20' ft. by comparing it with a 12' ft. section. (Refer exhibit A).


Note: Exhibit (A) shows the distance between the Tower and the public street as well as the distance between the tower and the warehouse building.

After inspecting the Tower and obtaining an estimated measurement, it is apparent the Tower will cause damage or affect the following:

- The North side of the warehouse building, if the Tower collapses to the southwest side.
- The Public Street (Humphrey Ave.) and the public driving on that street, if the Tower collapses to the north side.

Other Information:

- Exhibit (A) sketch of water tower
- Photos (of water tower)
- Site Inspection Form (of water tower)
- Aerial map (of water tower)

Reporting S.O.: Sergio Reyes 

Employee No. 140988

Approved By: Roy Quintanilha 

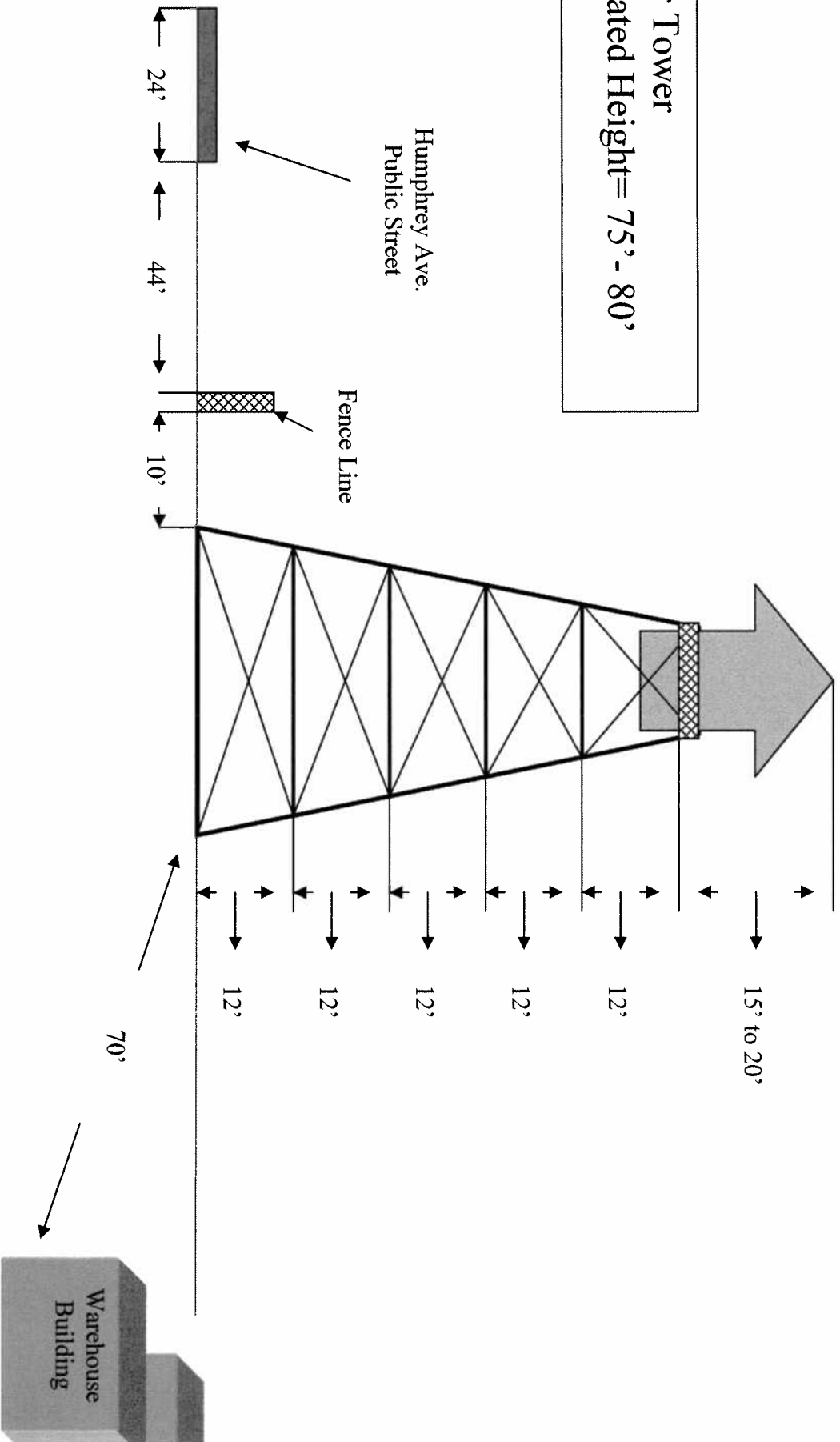
Employee No. 013781

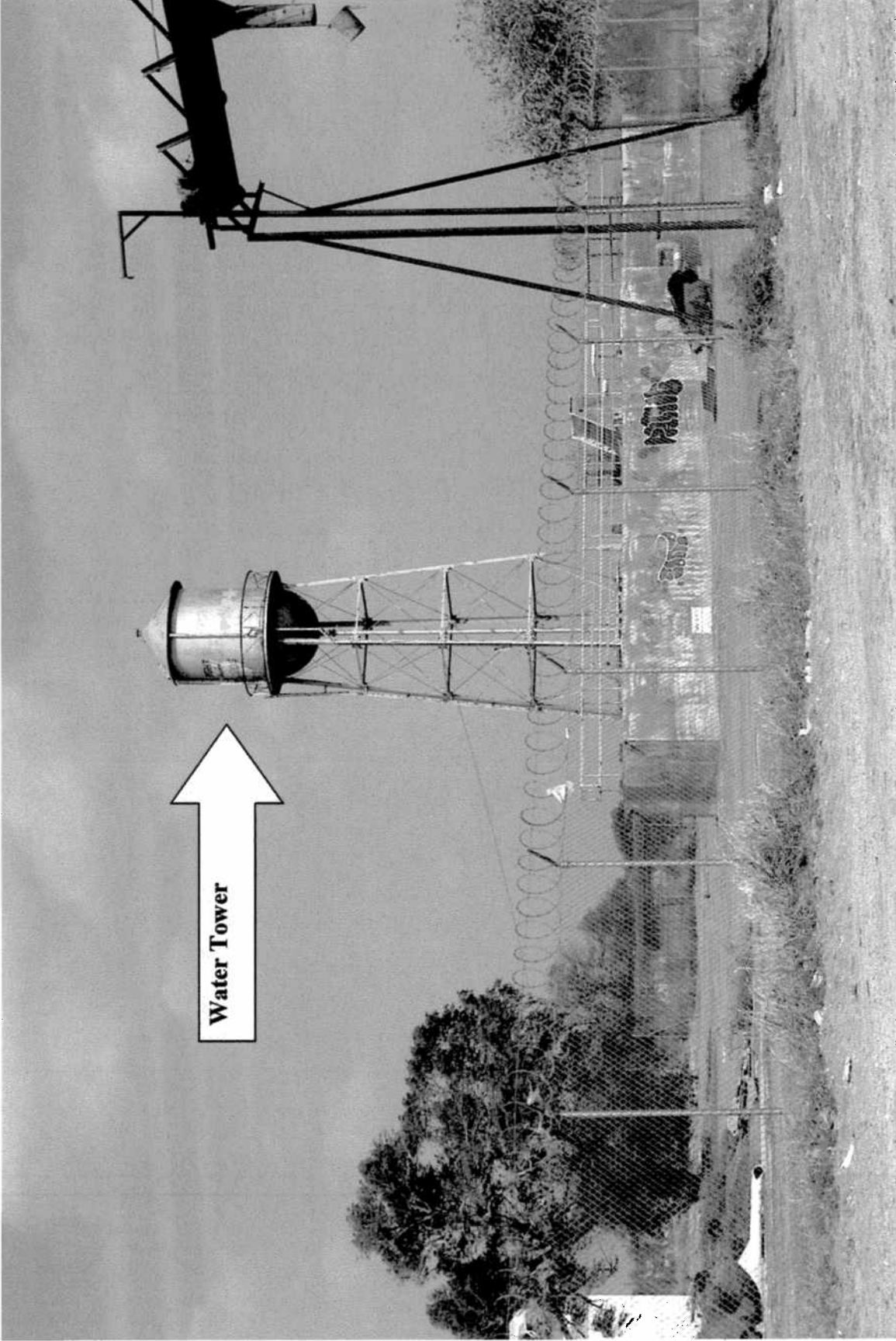
HIDALGO COUNTY  
SAN CARLOS WAREHOUSE  
WATER TOWER INSPECTION

Sketch not to scale

EXHIBIT - A

Water Tower  
Estimated Height = 75' - 80'

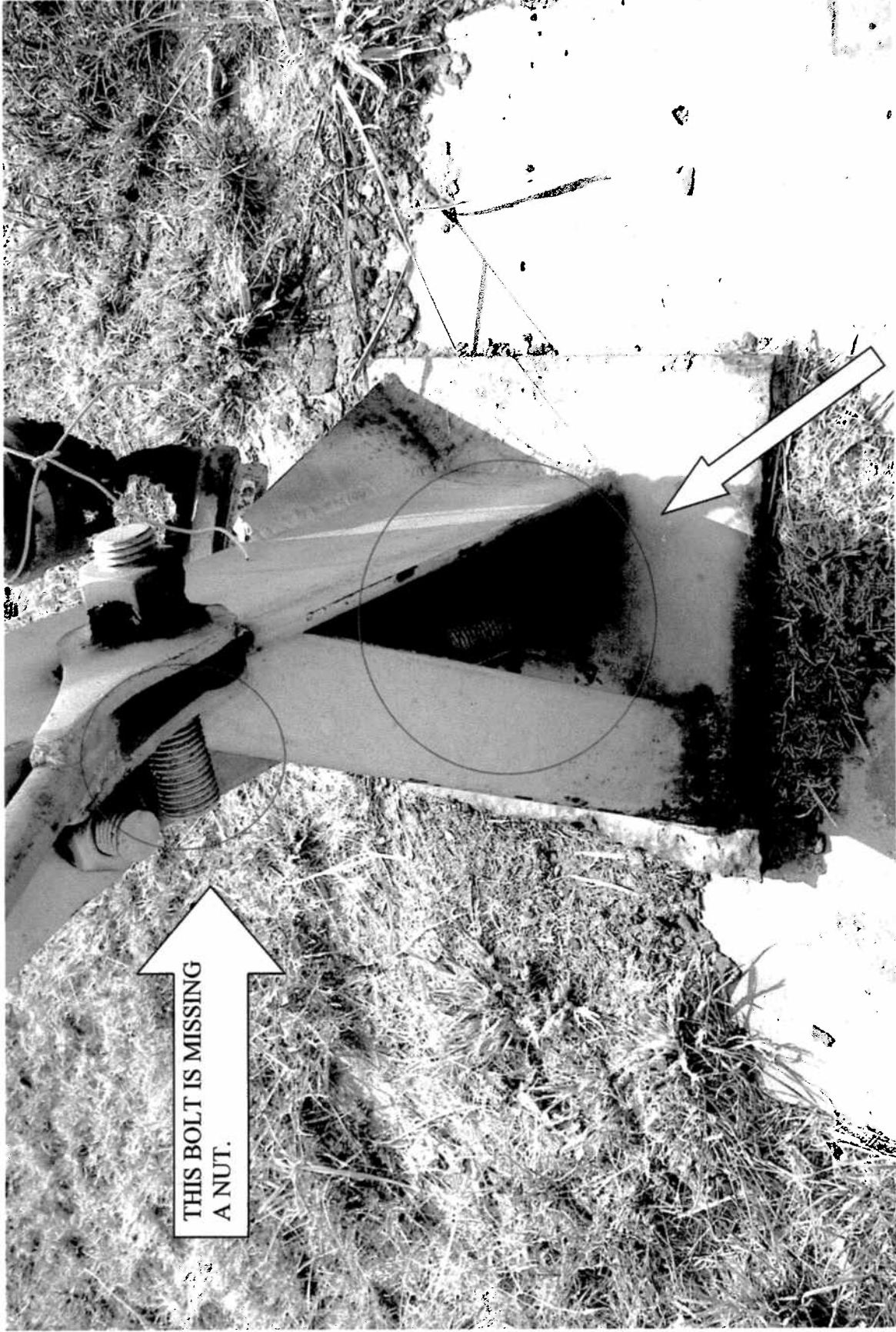




**THIS PHOTO SHOWS THE WATER TOWER LOCATED AT THE SAN CARLOS WAREHOUSE.**



**THIS PHOTO SHOWS THE CONDITION OF AN ANCHOR BOLT THAT HAS BEEN SEVERLY AFFECTED BY CORROSION.**

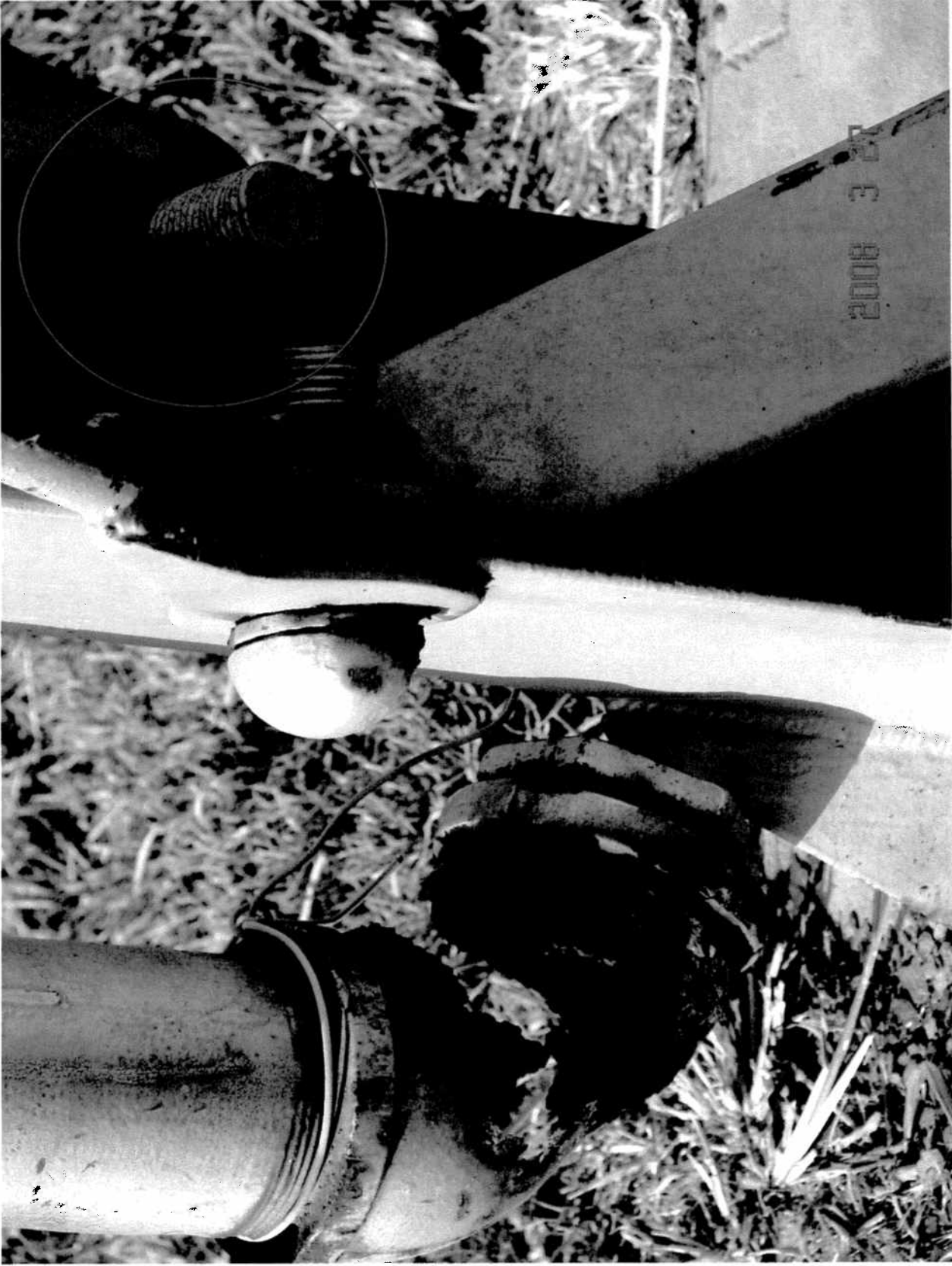


THIS BOLT IS MISSING  
A NUT.

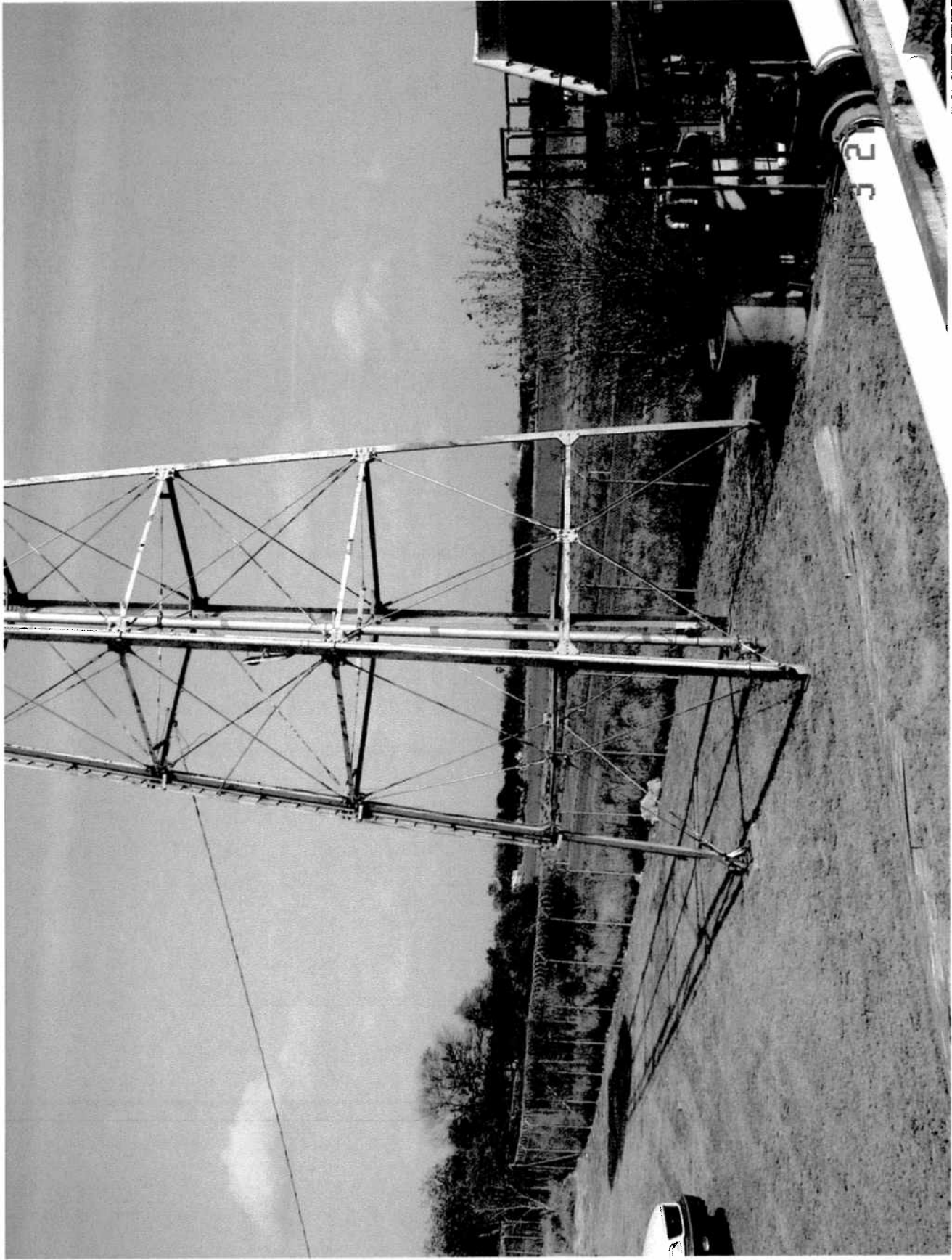
THIS PHOTO SHOWS THE NUT IS NEARLY GONE ON THE ANCHOR BOLT DUE TO CORROSION.



**THIS PHOTO SHOWS THE ANCHOR BOLT IS MISSING A NUT.**



**THIS PHOTO SHOWS A BOLT MISSING A NUT.**



**THIS PHOTO SHOWS THE PROXIMITY BETWEEN THE WATER TOWER AND HUMPHREY AVE. (PUBLIC STREET).**



**THIS PHOTO INDICATES INDIVIDUALS HAVE BEEN USING THE LADDER TO TAG ON THE WATER TOWER.**

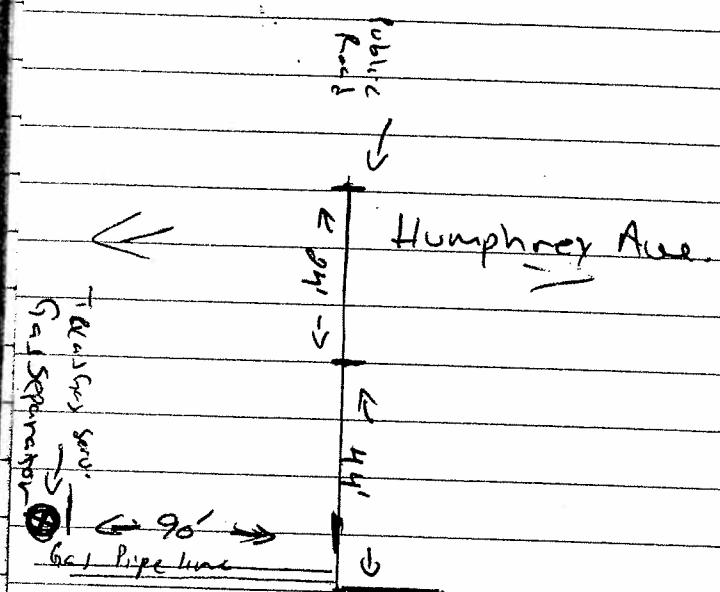


**THIS PHOTO SHOWS THE CORROSION ON ONE OF THE SUPPORTS.**



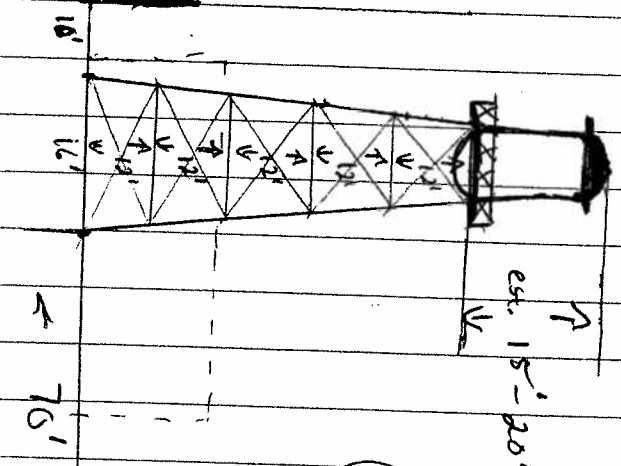
**THIS PICTURE SHOWS HOW CLOSE THE WATER TOWER IS TO THE PUBLIC STREET.**

(2)

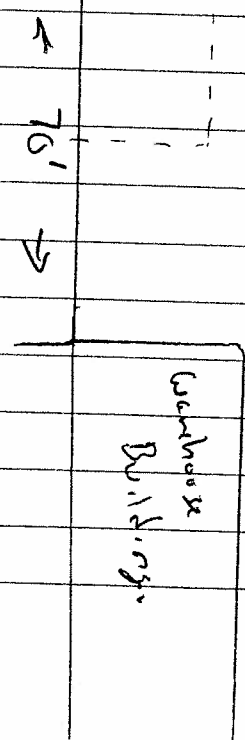


~~3-27-08~~  
10:00 am

(3)



(E)



Total Height - 75' to 80'  
(S)

San Carlos  
Water House  
Water tower



BUILDING & GROUNDS  
County Of Hidalgo

DANIEL FLORES  
Director

To: Martha Salazar, Purchasing Agent

From: Daniel Flores, Director Buildings and Grounds

Date: March 26, 2008

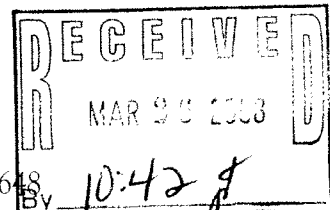
Re: Emergency Roof Repairs @ Pct. 1 and Pct. 2

I would like to recommend that roof repairs at the Hidalgo County Precinct 1 Administration Offices (\$1274.88) and Hidalgo County Precinct 2, San Juan Community Resource Center (\$2549.76) be allowed through The Cooperative Purchasing Network (TCPN) Contract agreement # R4812, Weatherproofing Technologies Inc. (WTI)

Cc: Valde Guerra, Commissioner Court Executive Officer



*Received by Mrs. Salazar*





**TREMCO INCORPORATED  
WEATHERPROOFING TECHNOLOGIES, INC.  
ROOF REPAIR SERVICES PROPOSAL**

**DATE:** March 24, 2008

**OWNER:** County of Hidalgo  
2802 So. Business 281  
Edinburg, Texas 78539

**PROJECT:** Shingle Roof Repairs  
Hidalgo County Precinct 2 Community Resource Center  
San Juan, Texas

A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), **Weatherproofing Technologies, Inc. (WTI)** will provide the following Roof Repair Services on the above referenced Project:

Scope of Work:

1. Remove damaged shingles and prepare areas where shingles are missing.
2. Install new shingles to match existing.
3. Inspect ALL shingle roof areas at Community Resource Center for additional damaged or loose shingles and seal, repair or replace as necessary.
4. Steep-slope fall protection requirements.
5. See attached Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Proposal for The County of Hidalgo – Precinct 2 Community Resource Center.

B. Roofing Repair Services will be provided for a total amount of:

**THE SUM OF: \$ 2,549.76**

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

- C. Through TCPN, construction will begin approximately five (5) days from the issuance of a purchase order. Anticipated completion time is approximately two (2) calendar day.
- D. In performing these Roof Repair Services, **Weatherproofing Technologies, Inc.** shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. **WTI's** total liability shall not exceed the dollar value of the services provided to the Owner by **Weatherproofing Technologies, Inc.** (See attached Terms and Conditions)
- E. Purchase Order should be issued to:

**Weatherproofing Technologies, Inc.**  
3735 Green Road  
Beachwood, Ohio 44122

Reference: TCPN Contract #R4812  
WTI / Tremco Commercial Line Item Pricing Proposal

Fax Purchase Order to:

**Weatherproofing Technologies, Inc.**  
Ivan Trinidad, Construction Manager  
Toll-free fax #: (866) 308 0665

AND

**Steven W. Linsteadt, Field Representative**  
Tremco Incorporated /Weatherproofing Technologies, Inc.  
Fax #: (361) 777 3368

## Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, The County of Hidalgo, Texas (Customer/Client/Contractor) located at 2802 So. Business 281, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

### **Roof Repairs per attached Weatherproofing Technologies, Inc. / Tremco Commercial Line Item Pricing Proposal**

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

#### **SCOPE OF WORK**

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

#### **CONTRACT PRICE -as referenced**

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

#### **PAYMENTS**

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

#### **INDEPENDENT CONTRACTOR**

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

#### **AUDITS**

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

#### **CHANGES IN WORK**

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to be performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

#### **WARRANTY**

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

#### **INSURANCE**

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

- a. Workers' Compensation and Employer's Liability  
Statutory Workers' Compensation for the state in which services are being performed under this Agreement.  
  
Employer's Liability with limits of \$100,000.
- b. Commercial General Liability  
Commercial General Liability on an occurrence basis with limits of \$1,000,000.

**Other Insurance Provisions**

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

**INDEMNITY**

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

**WAIVERS OF RIGHTS OF LIENS**

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

**TERMINATION**

This Agreement may be terminated by either party only upon notice in writing delivered upon the other party at least thirty (30) days prior to the effective date of termination. If this Agreement is terminated without cause, the Owner will be liable for the cost of WTI's services and Work completed prior to the termination of this Agreement. If the Owner has any reason to believe that WTI is in breach or has violated any term or condition of this Agreement, Owner will immediately notify WTI in writing of such alleged breach or violation. WTI will then have ten (10) days in which to remedy such breach, after which the Owner can terminate this Agreement upon five (5) days written notice.

**MISCELLANEOUS**

This Agreement supersedes all prior written agreements between the parties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial \_\_\_\_\_

Date \_\_\_\_\_



**WEATHERPROOFING TECHNOLOGIES, INCORPORATED**

TREMCO COMMERCIAL LINE ITEM PRICING  
COUNTY OF HIDALGO  
PRECINCT 1 ADMINISTRATION OFFICE  
3/24/2008

TCPN CONTRACT #R4812

Spec Number	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
K.1.19	Minor roof repair calls	DAY	\$ 637.44	2	\$ 1,274.88
				<b>TOTAL PROJECT</b>	<b>\$ 1,274.88</b>
				<b>COST</b>	

**TREMCO INCORPORATED  
WEATHERPROOFING TECHNOLOGIES, INC.  
ROOF REPAIR SERVICES PROPOSAL**

**DATE:** March 24, 2008

**OWNER:** County of Hidalgo  
2802 So. Business 281  
Edinburg, Texas 78539

**PROJECT:** Emergency Metal Roof Repairs  
Precinct 1 Administrative Office  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

- A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), **Weatherproofing Technologies, Inc. (WTI)** will provide the following Roof Repair Services on the above referenced Project:

Scope of Work:

1. Temporary repairs:
  - a. Re-securing of existing damaged metal eave flashing
  - b. Inspection of roof system for addition damage.
2. Final repairs:
  - a. Removal of damaged metal eave flashing
  - b. Installation of new metal eave flashing and sub-flashing to match existing.
3. See attached Weatherproofing Technologies Inc. / Tremco Commercial Line Item Pricing Proposal for The County of Hidalgo – Precinct 1 Administrative Office.

- B. Roofing Repair Services will be provided for a total amount of:

**THE SUM OF: \$ 1,274.88**

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

- C. Through TCPN, construction will begin approximately ten (10) days from the issuance of a purchase order. Anticipated completion time is approximately one (1) calendar day.
- D. In performing these Roof Repair Services, **Weatherproofing Technologies, Inc.** shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. **WTI's** total liability shall not exceed the dollar value of the services provided to the Owner by **Weatherproofing Technologies, Inc.** (See attached Terms and Conditions)
- E. Purchase Order should be issued to:

**Weatherproofing Technologies, Inc.**  
3735 Green Road  
Beachwood, Ohio 44122

Reference: TCPN Contract #R4812  
WTI / Tremco Commercial Line Item Pricing Proposal

Fax Purchase Order to:

**Weatherproofing Technologies, Inc.**  
Ivan Trinidad, Construction Manager  
Toll-free fax #: (866) 308 0665

**AND**  
Steven W. Linsteadt, Field Representative  
Tremco Incorporated /Weatherproofing Technologies, Inc.  
Fax #: (361) 777 3368

## Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, The County of Hidalgo, Texas (Customer/Client/Contractor) located at 2802 So. Business 281, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

### Roof Repairs per attached Weatherproofing Technologies, Inc. / Tremco Commercial Line Item Pricing Proposal

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

#### SCOPE OF WORK

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

#### CONTRACT PRICE -as referenced

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

#### PAYMENTS

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

#### INDEPENDENT CONTRACTOR

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

#### AUDITS

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

#### CHANGES IN WORK

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to be performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

#### WARRANTY

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

#### INSURANCE

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

- a. Workers' Compensation and Employer's Liability  
Statutory Workers' Compensation for the state in which services are being performed under this Agreement.

- b. Employer's Liability with limits of \$100,000.  
Commercial General Liability  
Commercial General Liability on an occurrence basis with limits of \$1,000,000.

**Other Insurance Provisions**

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

**INDEMNITY**

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

**WAIVERS OF RIGHTS OF LIENS**

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

**TERMINATION**

This Agreement may be terminated by either party only upon notice in writing delivered upon the other party at least thirty (30) days prior to the effective date of termination. If this Agreement is terminated without cause, the Owner will be liable for the cost of WTI's services and Work completed prior to the termination of this Agreement. If the Owner has any reason to believe that WTI is in breach or has violated any term or condition of this Agreement, Owner will immediately notify WTI in writing of such alleged breach or violation. WTI will then have ten (10) days in which to remedy such breach, after which the Owner can terminate this Agreement upon five (5) days written notice.

**MISCELLANEOUS**

This Agreement supersedes all prior written agreements between the parties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial \_\_\_\_\_

Date \_\_\_\_\_

Mode: Entry

Account No: 1100-419-40-220-001-0-431    Accounting Period: 13    Period: YTD    207608    pg 03 -1 1 1

Acct. Year: 8    Previous Year Info.    Description: GEN GOVT BLDG-BLDG R&M SERVICE

Summary    Budgets    Open Encumbrances    Encumbrance Detail    All Encumbrances    Checks    All

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	400,000.00	378,705.00	126,448.58	.00	252,256.42
02	.00	.00	7,519.90	37,640.87	222,135.45
03	.00	.00	29,544.38	5,558.09	187,032.98
YTD	400,000.00	378,705.00	148,473.06	43,198.96	187,032.98
PRE	.00	.00	17,415.50	.00	17,415.50
TOT	400,000.00	378,705.00	165,888.56	43,198.96	169,617.48

Enter value for : ACCOUNT\_NO  
Record: 1/1

**AI-8591**

**23.K.1.**

**Border Colonia Access Program-Precinct #2  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** CAP  
Pct.3

---

**Information**

**CAPTION**

Requesting authority to advertise for "Road & Drainage Construction of Eldora/FM 1426 Santana Subdivision" a BCAP Project with plans and specifications drafted through project engineer R. Gutierrez Engineering.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 8-1311-431-00-122-253-0-733/734

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

733 Available balance as of 03/28/08 \$ 28,619.59.

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/27/2008 04:39 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:23 AM	APRV
3	Erika Reyna	Erika Reyna	03/28/2008 08:21 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 12:43 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:00 PM	APRV

Form Started By: Laura Moya

Started On: 03/26/2008 02:30  
PM

Final Approval Date: 03/28/2008

---

**AI-8547**

**23.L.1.**

**Construction of Building Structures  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Roli Flores, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval to seek proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or interlocals to include, but not limited to, the provision of labor and materials and any other accessories for the " Construction of Building Structures" with concurrence by Hidalgo County Sheriff's Office.

**BACKGROUND**

Request memo for Purchasing departments assistance by Sheriff's Office.

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1330-421-00-115-050-0-739

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance in the account is \$86,330.52 as of 3/28/08. Funding may need to be moved into object 720 pending further clarification of project. If needed the transfer will occur once proposal amounts are received. Available balance in fund 1330 is \$28,879.82 as of 3/28/08.

**Attachments**

Link: [8547](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/27/2008 04:33 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 07:13 AM	APRV
3	Dale Kennan	Dale Kennan	03/28/2008 08:26 AM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:27 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:32 PM	APRV

Form Started By: Roli Flores  
Started On: 03/25/2008 10:18 AM

Final Approval Date: 03/28/2008



## SCOPE OF WORK

CSS Garage, to build a free standing 25 ft. by 35 ft metal building with a 14 ft eve height, 2ea 10' x 10' manual roll up overhead doors, 1 ea 3' x 7' man door complete with hardware. Electrical shall be a 200 amp secondary power panel fed overhead from the main service panel. All plugs are to be GFI circuits, we have allowed for seven plugs, three switches, 6 florescence overhead shop lights with wrap around lens, exterior light at man door and three flood lights on building with photo cells. Reinforced concrete slab is to be 5 inch of 3000 psi concrete for slab and beams will be 1 ft x 3 ft exterior beams and 2 ft 6 inches for interior beam. Building is to have gutters and downspouts with splash blocks. Provide work tables with shelf units above. Provide a 6 inch concrete apron in front to of building as an ADA ramp access and approach 12 x by 35. Provide 4ea 6 inch concrete filled painted bollards at doorways.

Motor Pool, storage addition to be added to the existing motor pool building yielding a storage space of approx. 24 x 30, and shall be built in accordance to the existing building in materials and color. Install two 6 x 7 double doors with locks and hardware. Building foundation shall be piers and skirt wall, and shall be installed in accordance to the sheriff's staff designs and recommendation.

Saw cut asphalt for concrete exterior skirt wall, excavate to make a reinforced concrete perimeter beam 1 foot wide by 2 feet deep. Drill or excavate two foundation piers. Install new end wall column and beam with associated metal building components to fabricate a new 24x30 storage building, side walls and roof are to match existing. Provide and install two 6 ft x 7 ft double hollow metal doors and frames with hardware.

### **Cement Sidewalk 5' Wide 26' length**

- 1- Layout building and obtain written approval of final location from Sheriff's Office staff.
- 2- Positive drainage of parking lot is maintained and that no water is allowed to neither backup nor enter any buildings.
- 3- Saw cut asphalt five feet outside of building line leaving a straight edge to finish to.
- 4- Excavate building pad area to natural soils.
- 5- Remove excavated debris from site and dispose of it at a legal dump site.
- 6- Compact existing sub base to 95% proctor.
- 7- Place select fill in eight inch lifts and compact to 95 % of Proctor.
- 8- Form and set building elevation six inches above existing top of curb.
- 9- Form foundation with a 1 ½ inch wall sheet ledge.
- 10- Terminate proof the slab area and set water barrier.
- 11- Set and place reinforcement steel and anchor bolts.
- 12- Pour and place concrete slab.
- 13- Provide and coordinate design and engineering for the installation of two pre-engineered metal buildings including foundation and structural engineering.
- 14- Garage shall be 25 feet x 35 ft with a 14 ft eve height. Insulation both walls and roof.
- 15- Building colors and trim colors are to match with the existing building.
- 16- Install gutters and downspouts with splash blocks.
- 17- Building is to have two manual roll up 10 x 10 foot over head doors and one 3 x 7 main door complete with hardware.
- 18- Main door is to have a panic devise and closer on the door.
- 19- ADA hardware and weather stripping.
- 20- Provide four additional utility ¾ inch exit conduit in slab for future applications.

- 21- Provide and install two 30 inch wide x 10 feet long @ 42 inches high metal work benches.
- 22- Provide and install upper cabinetry above the work tables.
- 23- Power distribution to the addition shall be engineered.
- 24- Power will be pulled overhead, from overhead service to overhead service with power source being the existing primary panel.
- 25- Provide and install 200 amp secondary panel installed inside fed through an exterior wall disconnect.
- 26- Provide and install 6 overhead fluorescence lights, fixtures are to be properly chained, lights are to be shop lights complete with safety wrap around lens.
- 27- Provide three switches,
- 28- Provide 7 GFI receptacles,
- 29- All electrical to be in conduit, and pass city inspections.
- 30- Provide and install two exterior security lights.
- 31- Provide and install four steel/concrete bollards.
- 32- Install ADA compliant concrete apron in front of the doors, from finish slab grade to existing asphalt.
- 33- Reinforced concrete apron to be 3000 psi concrete @ 5 inches thick with 18 inch exterior grade beam.
- 34- Reinforced with no. 3 bars @ 16 OC.
- 35- Provide three through wall power vents and louvers.

AI-8626

23.L.2.

**"Drug Testing Collection Services"  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Juvenile Probation

**Information**

**CAPTION**

A. Requesting authority to reject bids received for: Drug Testing Services for the Hidalgo County Juvenile Probation Department inasmuch as the bids received are incomplete responses.

B. Requesting approval to re-advertise and approval of specifications as attached hereto for: Drug Testing Services for the Hidalgo County Juvenile Probation Department inasmuch as the bids received are incomplete responses.

**BACKGROUND**

Specifications/Bid Page have been modified to include a "Pre-Bid Conference", and more detailed criteria/requirements to fill out on the "Bid Page", accordingly to the criteria/requirements as requested and instructed under the "Scope of Services", with approval from Hidalgo County Chief Probation Officer-Ismael "Buddy" Silva.

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-423-32-330-001-0-339

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 3-28-08 \$19,899.00.

**Attachments**

Link:

Specifications/Requirements

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/28/2008 02:44 PM	APRV
2	Budget & Management	Ivan Cantu	03/28/2008 02:46 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/28/2008 03:03 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Vangie Garcia

Started On: 03/27/2008 10:46 AM

Final Approval Date: 03/28/2008



**EXHIBIT “A”**  
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT  
DRUG TESTING COLLECTION SERVICES  
BID NO: 2008-

**BID SPECIFICATIONS**

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for juveniles on an as needed basis.

**PRE-BID CONFERENCE:**

A “Pre-Bid Conference” will be held on Friday, April 18, 2008, at 10:00 a.m. in the Hidalgo County Purchasing Department’s Conference Room, at 2802 S. Business Hwy. 281, Hidalgo County New Administration Building (Southeast of Canton Rd. Business 281), Edinburg, Texas.

The purpose of the “Pre-Bid Conference” is to insure a clear understanding of “Hidalgo County Juvenile Department’s” needs, the accuracy of the specifications, requirements, qualifications and services for this project.

**SCOPE OF SERVICES:**

1. Agency shall be certified and accredited to conduct Drug and Alcohol test collections dealing with students, minors and all underage donors as specified by school, local, state and federal regulation required by law.
2. Agency shall collect urine, saliva, hair follicle, and swabbing test as required and indicated by law.
3. A Panel 10 including Marijuana, Cocaine, Opiates, Amphetamine, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Methadone, Methaqualone, and Propoxyphene. Agency shall also be available to provide Ethanol/Alcohol testing through certified equipment for the presence of alcohol. Further or specified testing may be required for Roche pills, (Date Rape) and other illegal substance, as required, requested, and needed.
4. Agency, Laboratory or contractor conducting the specimen collection and testing must have access to a Medical Review Office (M.R.O.) in the field of Substance Abuse. Copies of certifications should be submitted with bid response.
5. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

6. Agency/Contractors shall have built-in authorization forums for Parental Consents and other required notice as specified by law. Company agrees to use appropriate safeguards to prevent use of disclosure and any protection required under the HIPAA Protected Health Information Act as required by Law. Where required, agency/Contractors shall comply with the standards and other regulation issued forth under 45 CFR parts 142 and 160-164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (Collectively: HIPPA).
7. Any possession of illicit or illegal substance will be reported to authorized personnel and to the Administration of the Hidalgo County Juvenile Probation Department (H.C.J.P.D.) as herein specified.
8. Conduct collection in accordance with request submitted by the H.C.J.P.D.
9. Agency/Contractor must be able to conduct trainings designated for Probation Officers and H.C.J.P.D. personnel in conjunction with Drug and Alcohol Education and handouts, at least once a year.
10. Insurance (Liability Insurance) required as specified by regulation on attached Exhibit "C".
11. **RESULTS:** All results require a verbal notification to Israel "Buddy" Silva, H.C.J.P.D. Director or designated staff member authorized by contract. Positive results must be hand-delivered in a sealed confidential envelope to the attention of Israel "Buddy" Silva or designated authorized person in contract to the Hidalgo County Juvenile Probation Department, 1001 North Doolittle Road, "Judge Mario E. Ramirez Jr., Juvenile Justice Center"- Edinburg, TX 78539. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.
12. Agency/Contractor agrees to ensure that any agent, Probation Officer (P.O.), or County Employee, requested results and information must be authorized by Hidalgo County Juvenile Probation Department (H.C.J.P.D.).
13. Test results will not be divulged in any form to anyone other than to contract designated authorized representatives. Contracted vendor must report any use or disclosure of the protected results and information of said minor to the required and authorized H.C.J.P.D. personnel.
14. The service provider will insure proper and documented chain of custody during and after sample collection and testing.
15. Agency must be able to provide H.C.J.P.D. statistic reports on an annual basis.
16. Agency must provide valley wide service upon request due to area required by Hidalgo County residence.
17. Agency must provide a 24 hour service, available to respond in a two to three hour, but not to exceed a three hour period.
18. Agency must be available to conduct on-site and on different valley wide location to make testing available where needed and required.

19. **BID PRICE** must include individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests. Bid price will also include price per session on Drug Free Workplace Act and any other requested drug testing related training. Each line item on **Bid Page** is required to be completed as instructed. **Incomplete sections may be considered for probable cause for disqualification.**
20. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys’ fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
21. **CONTRACT TERM** – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County’s option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.
22. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

**SPECIAL INSTRUCTIONS TO BIDDERS:**

1. **RIGHT TO AUDIT:** Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor’s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits

in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit and excess amount charged to the County shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.
3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

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 applicable forms in this packet must be filled in its entirety and submitted with bid response.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 23, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, April 25, 2008.**

**EXHIBIT "B"**  
**HIDALGO COUNTY JUVENILE PROBATION**  
**DRUG TESTING COLLECTION SERVICES**  
**BID NO: 2008**

**BID PAGE**

**ADDITIONAL INFORMATION:**

**Each section must be filled and completed as described and instructed under "Scope Of Services- line item number 19". Incomplete sections may be considered probable cause for disqualification.**

**SECTION 1. PER HOUR FEES (LABOR):**

<u>BUSINESS HOURS</u>	<u>FROM</u>	<u>TO</u>	<u>FEES</u>
<u>REGULAR</u>			
<u>PREMIUM</u>			

**SECTION 2. TEST CHARGES: Enter price for each test section.**

Specific Test		Level Assessed (confirmation threshold)	PRICE	Zero Level (screening threshold)	PRICE	Turnaround time for results	
						NEGATIVE	NON-NEGATIVE
<b><u>Panel 10 (individual) Fee:</u></b>							
\$ _____							
Cannabis	Urine						
	Hair						
	Blood						
Cocaine	Urine						
	Hair						
	Blood						
Amphetamines	Urine						
	Hair						
	Blood						
Morphine	Urine						
	Hair						
	Blood						
Methamphetamines	Urine						
	Hair						
	Blood						
Phencyclidine	Urine						
	Hair						
	Blood						
Benzodiazepines	Urine						
	Hair						
	Blood						
Barbiturates	Urine						
	Hair						
	Blood						
Methadone	Urine						

Specific Test		Level Assessed (confirmation threshold)	PRICE	Zero Level (screening threshold)	PRICE	Turnaround time for results	
<b>Panel 10 (individual) Fee:</b> \$ _____						NEGATIVE	NON-NEGATIVE
	Hair						
	Blood						
Tricyclic Antidepressants	Urine						
	Hair						
	Blood						
Rohypnol	Urine						
	Hair						
	Blood						
Alcohol	Urine						
	Hair						
	Blood						
Ecstasy	Urine						
	Hair						
	Blood						
<b>COMPLETE TEST COST</b> (Includes all of the above)	Urine						
	Hair						
	Blood						

**SECTION 3. TRAINING FEES:**

Training Charges per Session:

- i. Drug Free Workplace Act \_\_\_\_\_
- ii. Other Drug Testing Related \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

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

**FAX NUMBER:** \_\_\_\_\_

**CELLULAR NUMBER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**AI-8550**

**M.1.**

**Conversion of birth-death records from paper to digital images  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Olga Montero, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** County Clerk

**Information**

**CAPTION**

Requesting authority to advertise a Request for Proposals with approval of scope of work, requirements and/or specifications (currently being drafted by both purchasing and county clerk) for: Conversion of birth-death records from paper to digital images. RFP No. 2008-114-00-00-otm

**BACKGROUND**

Refer to request by department w/specifications

Note: Publication will not occur until such time as proposal packet is presented for approval by Commissioners' Court.

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-40-180-002-0-341

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$162,060.00 as of 3/26/08.

**Attachments**

Link: [request letter and specs](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	03/26/2008 02:14 PM	APRV
2	Budget & Management	Dina Trevino	03/26/2008 02:49 PM	APRV
3	Dale Kennan	Dale Kennan	03/26/2008 03:10 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:23 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:32 PM	APRV

Form Started By: Olga Montero

Started On: 03/25/2008 01:04 PM

Final Approval Date: 03/28/2008



**ARTURO GUAJARDO, JR.**  
**HIDALGO COUNTY CLERK**

**MEMORANDUM**

TO: Martha Salazar, Purchasing Director  
FROM: Annette C. Muniz, Chief Deputy *AM*  
DATE: March 10, 2008  
SUBJECT: Request for Proposal

Our office is requesting proposals to convert vital records which include, birth, delayed birth, and death records from paper to digital images. The scope of work is as follows:

1. Convert paper images to Tiff format as acceptable to clerk's office to integrate with the current system, using Resolution 300 DPI or better.
2. Convert approximately 500,000 vital record documents from varied size paper to highest quality possible digital Tiff images. (see attached)
3. In order to minimize any inconvenience to the public, all scanning must be performed on-site or within a two (2) mile range of the county clerk's office.
4. 100% of images must be individually viewed and quality assured by a human to ensure image quality. The total project timeline is 90 days. Timeframe is NOT negotiable.
5. Converted images must be delivered on USB external hard drives. Proposer must provide one back-up copy on CD or DVD.
6. Proposer must provide a 100% quality assurance guarantee on all images. Images deemed not adequate by Hidalgo County Clerk's Office must be rescanned at no cost to Hidalgo County.
7. Proposer must warrant all data and images for a period of two (2) years.

Due to the recent increased public demand on these records, it is imperative that this request be handled with the utmost consideration.

You may contact me at (956) 318-2119 or ext. 6105 for additional information or for questions you may have.

Thanking you in advance for your assistance on this matter.

ATTACHMENT: *Archive Accurate*

*Act # 1100-415-40-180-002-0-341*

THIS IS AN ESTIMATE.

**BIRTH RECORDS (1985 TO PRESENT HAVE BEEN SCANNED)**

2100 BOOKS

150 PAGES PER BOOK

PAGE SIZES – 9 1/2 X 7 1/2, 8 1/2 X 7, 8 1/2 X 11, 8 1/2 X 6.

TOTAL RECORDS 315,500

**CORRECTIONS**

127 BOOKS

150 PAGES PER BOOK

PAGE SIZES – 9 1/2 X 7 1/2, 8 1/2 X 11, 5 1/2 X 9.

TOTAL RECORDS 19,050

**DELAYS**

361 BOOKS

100 PAGES PER BOOK

PAGE SIZES – 9 1/2 X 7 1/2, 8 1/2 X 11.

TOTAL RECORDS 36,100

**DEATH RECORDS**

672 BOOKS

150 PAGES PER BOOK

PAGE SIZES – 9 1/2 X 7 1/2, 8 1/2 X 11.

TOTAL RECORDS 100,800

**INDEXES**

BIRTH 21 BOOKS – 700 PAGES PER BOOK = 14,700 PAGES

DELAY 6 BOOKS – 700 PAGES PER BOOK = 4,200 PAGES

DEATH 4 BOOKS – 700 PAGES PER BOOK = 2,800 PAGES

PAGE SIZES – 15 X 18, 8 1/2 X 14.

TOTAL PAGES 21,700 PAGES

\* The delay index cards will be recorded on pages for indexing. These totals are also part of the estimated number of indexes to be scanned.

**AI-8512**  
**Standing Item**  
**CC REGULAR**

**N.1.**

**Date:** 04/01/2008  
**Submitted By:** Nielda Cavazos, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department **Purchasing only:** Co. Wide

---

**Information**

**CAPTION**

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS

A. Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) a Professional Service for the Provision of Legal Services/Representation in connection with Litigation.

C. Requesting approval the engagement with the Firm \_\_\_\_\_ for the Provision of Legal Services/Representation in connection with Litigation .

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/20/2008 12:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/20/2008 12:45 PM	APRV
3	Nielda Cavazos	Nielda Cavazos	03/20/2008 01:27 PM	APRV
4	Auditor's Office	Becky Morales	03/20/2008 02:13 PM	APRV
5	Manuel Chapa	Manuel Chapa	03/20/2008 02:19 PM	APRV
6	Purchasing Department (Originator)	Marty Salazar	03/20/2008 03:37 PM	APRV
7	Court Administrator	Monica Badillo	03/20/2008 04:16 PM	APRV

Form Started By: Nielda Cavazos

Started On: 03/20/2008 07:50 AM

Final Approval Date: 03/20/2008

---

**AI-8456**

**25.A.**

**Health Insurance Claims for March 04, 2008 thru March 17, 2008  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Anna Galvan, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Employee Benefits Section:

1. Discussion, consideration and approval to transfer \$ 68,734.83 to Hidalgo County Health Insurance claims bank account for Health Insurance claims for the periods:

March 04, 2008 thru March 10, 2008	\$ 35,877.72
March 11, 2008 thru March 17, 2008	<u>\$ 32,857.11</u>
Total:	\$ 68,734.83

2. Approval of wire transfer to cover the claims paid.

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

Link: [Health Insurance claims 03-04-08 thru 03-10-08](#)

Link: [Health Insurance claims 03-11-08 thru 03-17-08](#)

---

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/26/2008 12:40 PM	APRV
2	Andres Castro	Andres Castro	03/27/2008 08:55 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 10:27 AM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 11:34 AM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:00 PM	APRV

Form Started By: Anna Galvan  
Started On: 03/18/2008 10:02 AM

Final Approval Date: 03/28/2008

---

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 03/04/2008 through 03/10/2008

**HIDALGO COUNTY**

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R0001CRO	\$0.00	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	R0001CUJ	\$0.00	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	R0001CUX	\$0.00	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	R0001CUY	\$0.00	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054067	\$12.59	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054068	\$36.87	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054069	\$48.30	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054070	\$235.77	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054071	\$363.66	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054072	\$476.37	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054073	\$65.60	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054074	\$121.40	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054075	\$76.93	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054076	\$14.64	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054077	\$34.30	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054078	\$316.53	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054079	\$417.00	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054080	\$20.00	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054081	\$143.10	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054082	\$17.02	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054083	\$897.27	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054084	\$4,903.39	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054085	\$1,487.98	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054086	\$183.75	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054087	\$136.50	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054088	\$64.00	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054089	\$445.24	3/3/2008	3/4/2008	3/4/2008 Issued
00000000000010008578	GUSIP970A	70054090	\$47.84	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054091	\$219.92	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054092	\$81.30	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054093	\$76.93	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054094	\$5.35	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054095	\$332.64	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054096	\$126.51	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054097	\$31.78	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054098	\$108.05	3/4/2008	3/5/2008	3/5/2008 Issued

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 03/04/2008 through 03/10/2008

**HIDALGO COUNTY**

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70054099	\$189.65	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054100	\$235.12	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054101	\$201.23	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054102	\$90.94	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054103	\$62.00	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054104	\$302.75	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054105	\$1,561.53	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054106	\$72.80	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054107	\$13.00	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054108	\$197.73	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054109	\$21.18	3/4/2008	3/5/2008	3/5/2008 Issued
00000000000010008578	GUSIP970A	70054110	\$76.08	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054111	\$92.50	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054112	\$173.06	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054113	\$437.46	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054114	\$156.80	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054115	\$1,026.48	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054116	\$105.44	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054117	\$793.60	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054118	\$585.20	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054119	\$24.40	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054120	\$340.15	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054121	\$410.33	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054122	\$347.90	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054123	\$63.75	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054124	\$18.00	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054125	\$358.39	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054126	\$47.20	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054127	\$360.00	3/5/2008	3/6/2008	3/6/2008 Issued
00000000000010008578	GUSIP970A	70054128	\$44.40	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054129	\$132.73	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054130	\$203.30	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054131	\$710.50	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054132	\$730.00	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054133	\$47.24	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054134	\$227.84	3/6/2008	3/7/2008	3/7/2008 Issued

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 03/04/2008 through 03/10/2008

**HIDALGO COUNTY**

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70054135	\$58.88	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054136	\$10.88	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054137	\$67.56	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054138	\$104.43	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054139	\$113.34	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054140	\$47.84	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054141	\$161.72	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054142	\$37.03	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054143	\$103.10	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054144	\$205.41	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054145	\$199.49	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054146	\$145.78	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054147	\$114.56	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054148	\$36.75	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054149	\$736.93	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054150	\$2,916.84	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054151	\$19.40	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054152	\$13.00	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054153	\$171.31	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054154	\$40.77	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054155	\$760.90	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054156	\$35.00	3/6/2008	3/7/2008	3/7/2008 Issued
00000000000010008578	GUSIP970A	70054157	\$85.00	3/7/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054158	\$36.61	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054159	\$3,400.00	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054160	\$982.46	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054161	\$149.10	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054162	\$79.22	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054163	\$31.94	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054164	\$186.44	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054165	\$213.44	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054166	\$146.63	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054167	\$1,437.27	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054168	\$105.30	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054169	\$64.40	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054170	\$80.12	3/8/2008	3/10/2008	3/10/2008 Issued

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 03/04/2008 through 03/10/2008

**HIDALGO COUNTY**

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70054171	\$403.20	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054172	\$323.00	3/8/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	70054173	\$31.00	3/9/2008	3/10/2008	3/10/2008 Issued
00000000000010008578	GUSIP970A	79900473	\$12.46	3/10/2008	3/10/2008	3/10/2008 Issued
Total			\$35,877.72			

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 03/11/2008 through 03/17/2008

**HIDALGO COUNTY**

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70054174	\$333.39	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054175	\$92.70	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054176	\$102.20	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054177	\$233.77	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054178	\$7,500.00	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054179	\$107.42	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054180	\$12.14	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054181	\$514.15	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054182	\$190.28	3/10/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	70054183	\$1,487.49	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054184	\$82.57	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054185	\$116.37	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054186	\$35.63	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054187	\$66.29	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054188	\$47.84	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054189	\$243.16	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054190	\$344.02	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054191	\$9.31	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054192	\$3.08	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054193	\$74.00	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054194	\$911.51	3/11/2008	3/12/2008	3/12/2008 Issued
00000000000010008578	GUSIP970A	70054195	\$281.94	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054196	\$37.80	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054197	\$65.20	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054198	\$671.32	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054199	\$113.21	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054200	\$396.24	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054201	\$240.27	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054202	\$173.27	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054203	\$83.46	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054204	\$210.00	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054205	\$106.48	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054206	\$14,792.01	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054207	\$40.00	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054208	\$90.00	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054209	\$12.96	3/12/2008	3/13/2008	3/13/2008 Issued

Group Financial System  
 Issued Payments By Bank Account, Policy, Payment  
 For 03/11/2008 through 03/17/2008

**HIDALGO COUNTY**

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70054210	\$49.85	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054211	\$61.43	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054212	\$20.22	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054213	\$6.55	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054214	\$20.00	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054215	\$40.00	3/12/2008	3/13/2008	3/13/2008 Issued
00000000000010008578	GUSIP970A	70054216	\$50.76	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054217	\$352.00	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054218	\$119.67	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054219	\$105.74	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054220	\$83.46	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054221	\$326.94	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054222	\$387.41	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054223	\$47.77	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054224	\$342.99	3/13/2008	3/14/2008	3/14/2008 Issued
00000000000010008578	GUSIP970A	70054225	\$70.52	3/15/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	70054226	\$100.55	3/15/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	70054227	\$18.00	3/15/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	70054228	\$40.04	3/15/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	70054229	\$297.49	3/15/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	70054230	\$53.95	3/15/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	70054231	\$51.03	3/16/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	79900474	\$67.91	3/11/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	79900475	\$23.76	3/11/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	79900476	\$23.76	3/11/2008	3/11/2008	3/11/2008 Issued
00000000000010008578	GUSIP970A	79900477	\$31.23	3/17/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	79900478	\$34.47	3/17/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	79900479	\$26.08	3/17/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	79900480	\$68.68	3/17/2008	3/17/2008	3/17/2008 Issued
00000000000010008578	GUSIP970A	79900481	\$113.37	3/17/2008	3/17/2008	3/17/2008 Issued
Total			\$32,857.11			

**AI-8500**

**25.B.**

**Settlement Check/Juve Center Bldg  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY DIVISION  
**Agenda Area:** Budget and Management

**Information**

**CAPTION**

Requesting approval to accept settlement check of \$6,474.00 from State Farm Insurance Company for damages sustained to the County Juvenile Detention Center.

**BACKGROUND**

DOL: 01/18/08  
8-1100-360-00-000-005-0-000

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 8-1100-360-00-000-005-0-000  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Approval to accept settlement check of \$6,474.00 from State Farm Insurance Company for damages sustained to the County Juvenile Detention Center.

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 08:27 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/19/2008 09:53 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 10:46 AM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 11:34 AM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:00 PM	APRV

Form Started By: Aida Alvarez  
Started On: 03/19/2008 08:11 AM

Final Approval Date: 03/28/2008

**AI-8563**

**25.C.**

**Rescheduling of Court Meetings  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Discussion, consideration and action on the re-scheduling of the following Commissioners' Court Meetings:

April 8th meeting to Monday, April 7, 2008

May 20th meeting to Monday, May 19, 2008

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 01:01 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 01:16 PM	APRV
3	Purchasing Department	Marty Salazar	03/28/2008 01:17 PM	APRV
4	Court Administrator (Originator)	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Monica Badillo

Started On: 03/26/2008 08:53 AM

Final Approval Date: 03/28/2008

---

AI-8551

25.D.

**Approval of Budget Increase - HAVA Grant  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Elections Department:

1) Discussion, consideration, and acceptance of increase in funds of the following Help America Vote Act (HAVA) grant awards for the period of January 1, 2005 to December 31, 2008 received from the Texas Secretary of State - Elections Division :

- a) Polling Place Accessibility increase in the amount of \$500.00
- b) Opportunity for Access increase in the amount of \$150.00

2) Approval of appropriation of funds for the following Help America Vote Act (HAVA) grant awards for the period of January 1, 2005 to December 31, 2008:

- a) Polling Place Accessibility in the amount of \$500.00
- b) Opportunity for Access in the amount of \$150.00

**BACKGROUND**

The grant applications were presented to CC on 6-12-07 (refer to AI# 4140, 12A) Original appropriation for the Polling Place Accessibility and Opportunity for Access was presented to CC on 7-24-07 (refer to AI# 4741, 16.L). No County cash match required for the HAVA Grant.

Total grant awards (including increase in funds) for both Polling Place Accessibility & Opportunity for Access is \$7,500.00 & 2,000.00, respectively.

The new grant period is from January 1, 2005 to December 31, 2008 in accordance with the new grant terms & conditions for both HAVA grants (Section 15 "Grant Period") as per Blanca Gomez, Auditor's Office-Grants Division.

---

**Fiscal Impact**

**FISCAL YEAR:** 2005-2008

**ACCT. #:** 8-1283-414-00-130-014-7-671

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

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

**BUDGETARY IMPACT:**

Appropriation of funds for the Polling Place Accessibility - HAVA Grant in the amount of \$500.00

Revenue Acct #8-1283-334-10-130-014-7-000 "Hava Polling Access Revenues"

**FISCAL YEAR:** 2005-2008

**ACCT. #:** 8-1283-414-00-130-013-7-601

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

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

**BUDGETARY IMPACT:**

Appropriation of funds for the Opportunity for Access - HAVA Grant in the amount of \$150.00

Revenue Acct #8-1283-334-10-130-013-7-000 "Hava Opportunity Access Revenues"

---

**Attachments**

Link: [appropriation PPA](#)

Link: [appropriation OFA](#)

Link: [HAVA Grants award](#)

[letter](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/26/2008 07:22 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/26/2008 10:47 AM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 01:21 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 01:31 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 01:38 PM	APRV

Form Started By: Manuel Chapa

Started On: 03/25/2008 01:12 PM

Final Approval Date: 03/28/2008

---



**DATE:** March 25, 2008

**DEPARTMENT HEAD:** Valde Guerra

**AI#8551**

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Elections  
Department

**ACCOUNT NUMBER:** 8-1283-414-00-130-012-7-601

**SUBJECT:** Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1283-414-00-130-013-7-601	HAVA OPPORTUNITY ACCESS - OFFICE SUPPLIES	150.00
	TOTAL APPROPRIATIONS	150.00
8-1283-334-00-130-013-7-000	HAVA OPPORTUNITY ACCESS - REVENUE	150.00
	TOTAL REVENUE	150.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$ 150.00</b>

**REASON:** To appropriate the HAVA Opportunity for Access funds increase of \$150.00 awarded for the period of January 1, 2005 through December 31, 2008. There are no local match monies required.

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

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

\_\_\_\_\_  
DATE

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

# The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
[www.sos.state.tx.us](http://www.sos.state.tx.us)

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Phil Wilson  
Secretary of State

TO: Texas County Judges  
CC: Texas County Election Officials and Financial Officers  
FROM: Dan Glotzer, HAVA Grant Manager  
DATE: February 14, 2008  
RE: Notice of Funding Availability for Voting Access for Individuals with Disabilities Grant Program Pursuant to the Help America Vote Act

---

In September of 2006, all Texas counties were allotted funding for "Individuals with Disabilities Grant Program" as authorized by the Help America Vote Act ("HAVA") and was awarded to Texas through the US Department of Health and Human Services. In the February 1, 2008 issue of the Texas Register, it was announced that the funding available to each county is being increased to the following amounts:

#### Making Polling Places Accessible

Using polling location statistics for the 2006 March Primary, the county may apply for funding not to exceed the following amounts:

a) Increased from \$2,000 to \$2,500 for counties with 10 polling locations or less; b) Increased from \$4,500 to \$5,000 for counties with 50 polling locations or less; and, c) Increased from \$7,000 to \$7,500 for counties with polling locations of more than 50.

#### Provide the Same Opportunity for Access and Participation to Individuals with Disabilities

Using polling location statistics for the 2006 March Primary, the county may apply for funding not to exceed the following amounts:

a) Increased from \$1,450 to \$1,500 for counties with 10 polling locations or less; b) Increased from \$1,650 to \$1,750 for counties with 50 polling locations or less; and, c) Increased from \$1,850 to \$2,000 for counties with polling locations of more than 50.

Because the funding will begin to expire (lapse) at the federal level beginning this year, the SOS is requiring that counties submit their budget via the Texas HAVA online grant system at <http://hava.tamu.edu> **no later than April 30, 2008**. Counties that do not submit a budget via the online grant system by April 30, 2008 will forfeit their funding. A county that submits a budget for a portion of the funding for which it is eligible will not forfeit the unbudgeted amount and may submit a grant adjustment prior to the expiration of the funding period to allocate the remaining balance.

For additional information about the funding, including the eligible uses and the time period for the which the funding is available, you can review the terms and conditions of the Making Polling Places Accessible and Provide the Same Opportunity for Access and Participation to Individuals with Disabilities grant awards at <http://www.sos.state.tx.us/elections/hava/funding.shtml> (Funding Purpose Areas are in Section 6 and the Grant Period is outlined in Section 15 of both grant award terms and conditions).

For additional inquiries, contact Dan Glotzer or Jennifer Holliman toll-free at 1.800.252.8683 or email [dglotzer@sos.state.tx.us](mailto:dglotzer@sos.state.tx.us) or [jholliman@sos.state.tx.us](mailto:jholliman@sos.state.tx.us).

AI-8576

25.E.

**District Clerk Records Management appropriation- Fund 1235  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

**Information**

**CAPTION**

District Clerk:  
Approval of 2008 appropriation of funds for the District Clerk Records Management & Preservation (fund 1235) in the amount of \$160,548.96 to fund records storage & retrieval services.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1235-412-00-090-008-0-350  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of \$160,548.96 for the records management services (storage & retrieval) for the District Clerk's office.

**Attachments**

Link: District Clerk Fund  
1235 BA

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/27/2008 09:19 AM	APRV
2	Budget & Management	Dina Trevino	03/27/2008 09:53 AM	APRV
3	Dina Trevino	Dina Trevino	03/27/2008 02:58 PM	APRV
4	Ivan Cantu (Originator)	Ivan Cantu	03/28/2008 12:41 PM	APRV
5	Erika Reyna	Erika Reyna	03/28/2008 12:56 PM	APRV
6	Auditor's Office	Linda Fong	03/28/2008 01:15 PM	APRV
7	Purchasing Department	Marty Salazar	03/28/2008 01:16 PM	APRV
8	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Ivan Cantu                      Started On: 03/26/2008 01:17 PM

Final Approval Date: 03/28/2008



AI-8572

25.F.

**US Treasury Employment Taxes Payment (IRS)  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

**Information**

**CAPTION**

County Treasurer - Payroll Division:

1. Approval to pay employment taxes (FICA) to the United States Treasury in the amount of \$18,006.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
2. Approval of 2008 interdepartmental transfer from County Wide Admin. - Contingency to County Treasurer to fund employment taxes as stated above.

**BACKGROUND**

The FICA taxes are Social Security & Medicare. Please refer to attachment.

**Fiscal Impact**

<b>FISCAL YEAR:</b> 2008	<b>ACCT. #:</b> 8-1100-415-XX-1XX-00X-0-XXX
<b>FUNDS AVAILABLE Y/N?:</b> Y	<b>MATCHING FUNDS Y/N?:</b>

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-415-16-150-001-0-851 \$18,006.00. Available Balance as of 3-28-08 \$469,833.13.

**Attachments**

Link: [IRS Employment Taxes](#)

Link: [Co. Treasurer Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/27/2008 10:29 AM	APRV
2	Budget & Management	Dina Trevino	03/27/2008 01:30 PM	APRV
3	Rey Salazar	Rey Salazar	03/27/2008 01:50 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 01:10 PM	APRV
5	Dina Trevino	Dina Trevino	03/28/2008 03:27 PM	APRV
6	Ivan Cantu (Originator)	Ivan Cantu	03/28/2008 03:44 PM	APRV
7	Linda Fong		03/28/2008 04:28 PM	NEW

Form Started By: Ivan Cantu

Started On: 03/26/2008 12:35  
PM

Final Approval Date: 03/28/2008

---



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE

TAX EXEMPT – GOVERNMENT ENTITIES  
FEDERAL STATE LOCAL GOVERNMENT

COUNTY OF HIDALGO  
2810 S. BUSINESS HWY 281  
EDINBURG, TX 78539-6243  
ATTN: NORMA GARCIA

**Address:**  
9430 Research Blvd. Bldg. #1  
Stop 4212 AUNW  
Austin, TX. 78759

**Person to Contact:**  
Steve C. O'Brien

**Badge Number:**  
74-20116

**Telephone Number:**  
(512) 464-3129

**Date:** March 21, 2008

Dear Ms Garcia:

Enclosed please find two copies of Form 2504, Agreement to Assessment and Collection of Additional Tax and Acceptance of Overassessment (Excise or Employment Tax). The issuance of this form means the examination is concluded and no further examination adjustments are warranted at this time.

Please review the Form 2504, sign one copy as indicated, and keep a copy for your records. If you would like to make payment, please make the check payable to UNITED STATES TREASURY. Do not make the check payable to the Internal Revenue Service. A copy of IRS Publication 3498, The Examination Process, is enclosed for your review. Please respond to this correspondence within two weeks from the date of this letter.

Your prompt attention and concern in these matters will be greatly appreciated. If you have any questions, please telephone me at the number indicated above, or you may contact me via e-mail at Steve.C.O'Brien@irs.gov.

Sincerely,

*Steve C. O'Brien*

Hidalgo County Treasurer

Steve C. O'Brien  
Internal Revenue Agent  
FSLG Specialist

MAR 24 2008

encl: as noted

Received

Form **2504**  
(Rev. March 1992)

Department of the Treasury—Internal Revenue Service  
**Agreement to Assessment and Collection  
of Additional Tax and Acceptance of Overassessment**  
(Exclude or Employment Tax)

Date received by Internal  
Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

HIDALGO COUNTY 74-6000717  
2810 SOUTH BUSINESS HWY 218  
EDINBURG, TX 78539

**Additional Tax and Penalties**

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
2005-03	941	OASDI - Sect. 3101(a) /3111(a)	\$4,316	NONE
2005-06	941	OASDI - Sect. 3101(a) /3111(a)	\$4,317	NONE
2005-09	941	OASDI - Sect. 3101(a) /3111(a)	\$4,525	NONE
2005-12	941	OASDI - Sect. 3101(a) /3111(a)	\$4,848	NONE
Total			\$18,006	NONE

**Decrease in Tax and Penalties**

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
Total				

I consent to the immediate assessment and collection of any additional tax and penalties and accept any overassessment (decrease in tax and penalties) shown above, plus any interest provided by law.

		Date
<b>HIDALGO COUNTY</b>		Date
By X	Title X	Date X

**Note:** If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the name of the corporation followed by the signature and title of the officer(s) authorized to sign.

For an agent or attorney acting under a power of attorney, a power of attorney must be sent with this form if not previously filed.

**Who Must Sign**

If you are making this agreement for a partnership, all partners

Catalog Number 21775K

**PLEASE SIGN AND RETURN THIS COPY** Form **2504** (Rev. 3-1992)

Form **2504**  
(Rev. March 1992)

Department of the Treasury—Internal Revenue Service  
**Agreement to Assessment and Collection  
of Additional Tax and Acceptance of Overassessment**  
(Excise or Employment Tax)

Date received by Internal  
Revenue Service

Name, SSN or EIN, and address of taxpayer(s) (Number, street, city or town, State, ZIP Code)

HIDALGO COUNTY 74-6000717  
2810 SOUTH BUSINESS HWY 218  
EDINBURG, TX 78539

**Additional Tax and Penalties**

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
2005-03	941	OASDI - Sect. 3101(a) /3111(a)	\$4,316	NONE
2005-06	941	OASDI - Sect. 3101(a) /3111(a)	\$4,317	NONE
2005-09	941	OASDI - Sect. 3101(a) /3111(a)	\$4,525	NONE
2005-12	941	OASDI - Sect. 3101(a) /3111(a)	\$4,848	NONE
Total			\$18,006	NONE

**Decrease in Tax and Penalties**

Tax Period Ended	Return Form Number	Kind of Tax and Internal Revenue Code Section	Amount of Tax	Penalty
Total				

I consent to the immediate assessment and collection of any additional tax and penalties and accept any overassessment (decrease in tax and penalties) shown above, plus any interest provided by law.

	Date
	Date
By	Title
	Date

**Note:** If you consent to the assessment of the amounts shown in this agreement, your signature will expedite our adjustment to your account. Your consent will not prevent you from filing a claim for refund (after you have paid the tax) if you later believe you are entitled to a refund. It will not prevent us from later determining, if necessary, that you owe additional tax; nor extend the time provided by law for either action.

must sign. However, one partner may sign with appropriate evidence of authorization to act for the partnership.

For a corporation, enter the name of the corporation followed by the signature and title of the officer(s) authorized to sign.

For an agent or attorney acting under a power of attorney, a power of attorney must be sent with this form if not previously filed.

**Who Must Sign**

If you are making this agreement for a partnership, all partners

**TAXPAYER'S COPY**

---

---

## **The IRS Mission**

***Provide America's taxpayers top quality service by helping them understand and meet their tax responsibilities and by applying the tax law with integrity and fairness to all.***

---

---



**Department of the Treasury  
Internal Revenue Service**

[www.irs.gov](http://www.irs.gov)

Publication 3498 (Rev. 11-2004)  
Catalog Number 73074S

---

---

## **The Examination Process**

---

### **Introduction**

The Internal Revenue Service (IRS) accepts most federal returns as filed. Some returns, however, are examined, or audited, to determine if income, expenses, and credits are reported accurately.

This publication discusses general rules and procedures we follow in examinations. It explains what happens before, during, and after an examination. It also explains appeal and payment procedures.

As a taxpayer, you have the right to fair, professional, prompt, and courteous service from IRS employees, as outlined in the Declaration of Taxpayer Rights found on page 3.

We must follow the tax rules set forth by Congress in the Internal Revenue Code. We also follow Treasury Regulations, court decisions, and other rules and procedures written to administer the tax laws.

If the examination results in a change to your tax liability, you may ask us to reconsider your case. Some reasons why we may reconsider your case include:

- Your submitting additional information that could result in a change to the additional amount we have determined that you owe;
- Your filing an original delinquent return after we have determined that you owe an additional amount, or;
- Your identifying a mathematical or processing error we made.

You must request reconsideration in writing and submit it to your local IRS office.

---

## What's Inside . . .

### Introduction

<b>Declaration of Taxpayer Rights . . . . .</b>	<b>3</b>
<b>Your Return Is Going To Be Examined . . . . .</b>	<b>3</b>
Before the Examination . . . . .	3
During the Examination . . . . .	3
Examinations by Mail . . . . .	3
Examinations in Person . . . . .	3
How to Stop Interest from Accumulating. . . . .	4
Consents to Extend the Statute of Limitations . . . . .	4
Results of the Examination . . . . .	4
<b>What to Do When You Receive a Bill from the IRS . . . . .</b>	<b>4</b>
<b>What To Do if You Agree or Disagree with the Examination Results . . . . .</b>	<b>5</b>
If You Agree . . . . .	5
If You Do Not Agree . . . . .	5
Fast Track Mediation Services . . . . .	5
<b>How Do You Appeal a Decision? . . . . .</b>	<b>6</b>
The Appeal System . . . . .	6
Appeal Within the IRS . . . . .	6
Making a Small Case Request . . . . .	6
Filing a Formal Protest . . . . .	6
<b>After the Examination . . . . .</b>	<b>7</b>
Payment Options . . . . .	7
Temporarily Delay the Collection Process . . . . .	7
Innocent Spouse Relief . . . . .	8
You Must Contact Us . . . . .	8
What If You Believe Your Bill Is Wrong . . . . .	8
<b>Privacy Act Statement . . . . .</b>	<b>8</b>

**?** Do you have questions or need help right away? Call us. We're here to help you.

### For General Information:

For information about a specific examination please contact the person named on the appointment letter.



#### For tax information and help:

Call the number on the bill you received or call us toll free at:

1-800-829-1040 (for 1040 filers)  
1-800-829-4933 (for business filers)  
1-800-829-4059 /TDD



#### For tax forms and publications:

1-800-829-3676  
1-800-829-4059 /TDD  
1-703-368-9694-Forms by Fax



#### Internet: [www.irs.gov](http://www.irs.gov)

FTP- [ftp.fedworld.gov/pub/](ftp://ftp.fedworld.gov/pub/)  
TELENET-[iris.irs.gov](http://iris.irs.gov)

You'll find answers to frequently asked tax questions, tax forms on-line, searchable publications, hot tax issues, news, and help through e-mail.



#### If you prefer to write to us . .

Enclose a copy of your tax bill. Print your name, social security number or taxpayer identification number, and the tax form and period shown on your bill. Write to us at the address shown on your tax bill.



#### You may also visit your nearest IRS Office.

You'll find the exact address in your local phone book under *U.S. Government*

# Declaration of Taxpayer Rights

## I. Protection of Your Rights

*IRS employees will explain and protect your rights as a taxpayer throughout your contact with us.*

## II. Privacy and Confidentiality

*The IRS will not disclose to anyone the information you give us, except as authorized by law. You have the right to know why we are asking you for information, how we will use it, and what happens if you do not provide requested information.*

## III. Professional and Courteous Service

*If you believe that an IRS employee has not treated you in a professional, fair, and courteous manner, you should tell that employee's supervisor. If the supervisor's response is not satisfactory, you should write to the IRS Director for your Area or the Center where you file your return.*

## IV. Representation

*You may either represent yourself or, with proper written authorization, have someone else represent you. Your representative must be a person allowed to practice before the IRS, such as an attorney, certified public accountant, or enrolled agent (a person enrolled to practice before the IRS). If you are in an interview and ask to consult such a person, then we must stop and reschedule the interview in most cases.*

*You can have someone accompany you at an interview. You may make sound recordings of any meetings with our examination, appeal, or collection personnel, provided you tell us in writing 10 days before the meeting.*

## V. Payment of Only the Correct Amount of Tax

*You are responsible for paying only the correct amount of tax due under the law—no more, no less. If you cannot pay all of your tax when it is due, you may be able to make monthly payments.*

## VI. Help with Unresolved Tax Problems

*The Taxpayer Advocate Service can help you if you have tried unsuccessfully to resolve a problem with the IRS. Your local Taxpayer Advocate can offer you special help if you have a significant hardship as a result of a tax problem. For more information, call toll-free, 1-877-777-4778 (1-800-829-4059 for TTY/TDD) or write to the Taxpayer Advocate at the IRS office that last contacted you.*

## VII. Appeals and Judicial Review

*If you disagree with us about the amount of your tax liability or certain collection actions, you have the right to ask the Appeals Office to review your case. You may also ask a court to review your case.*

## VIII. Relief from Certain Penalties and Interest

*The IRS will waive penalties when allowed by law if you can show you acted reasonably and in good faith or relied on the incorrect advice of an IRS employee. We will waive interest that is the result of certain errors or delays caused by an IRS employee.*

# Your Return Is Going To Be Examined.

## Before the Examination

We accept most taxpayers' returns as filed. If we inquire about your return or select it for examination, it does not suggest that you are dishonest. The inquiry or examination may or may not result in more tax. We may close your case without change or you may receive a refund.

The process of selecting a return for examination usually begins in one of two ways. One way is to use computer programs to identify returns that may have incorrect amounts. The programs may be based on information returns, such as Forms 1099 or W-2, on studies of past examinations, or on certain issues identified by other special projects. Another way is to use information from compliance projects that indicates a return may have incorrect amounts. These sources may include newspapers, public records, and individuals. If we determine the information is accurate and reliable, we may use it to select a return for examination.

Publication 556, *Examination of Returns, Appeal Rights, and Claims for Refund*, explains the rules and procedures that we follow in examinations. The following sections give an overview of how we conduct examinations.

## During the Examination

### Examinations by Mail

Some examinations are conducted entirely by mail. If the examination is conducted by mail, you'll receive a letter from us asking for additional information about certain items shown on your return, such as income, expenses, and itemized deductions.

If the examination is conducted by mail, you can:

1. Act on your own behalf. (In the case of a jointly filed return, either spouse can respond or both spouses can send a joint response.)
2. Have someone represent you in correspondence with us. This person must be an attorney, accountant, enrolled agent, an enrolled actuary, or the person who prepared the return and signed it as the preparer. If you choose to have someone represent you, you must furnish us with written authorization. Make this authorization on Form 2848, *Power of Attorney and Declaration of Representative*.

*Note: You may obtain any of the forms and publications referenced in this publication by calling 1-800-829-3676.*

### Examinations in Person

An examination conducted in person begins when we notify you that your return has been selected. We'll tell you what information you need to provide at that time. If you gather the information before the examination, we may be able to complete it more easily and in a shorter time.

If the examination is conducted in person, it can take place in your home, your place of business, an IRS office, or the office of your attorney, accountant, or enrolled agent (a person enrolled to practice before the IRS). If the time or place is not convenient for you, the examiner will try to work out something more suitable.

# Your Return Is Going To Be Examined. (cont.)

If the examination is conducted in person, you can:

1. Act on your own behalf. (In the case of a jointly filed return, either spouse or both can attend the interview.) If you are acting on your own behalf, you may leave to consult with your representative. We will suspend the interview and reschedule the examination. We cannot suspend the interview if we are conducting it as a result of your receiving an administrative summons.
2. Have someone accompany you, either to support your position or to witness to the proceedings.
3. Accompany someone who will represent you. This person must be an attorney, accountant, enrolled agent, an enrolled actuary, or the person who prepared the return and signed it as the preparer.
4. Have your representative act for you and not be present at the audit yourself. If you choose to have someone represent you in your absence, you must furnish us with written authorization. Make this authorization on Form 2848, *Power of Attorney and Declaration of Representative*.

## How to Stop Interest from Accumulating

During your examination, if you think you will owe additional tax at the end of the examination, you can stop interest from accumulating by paying all or part of the amount you think you will owe. Interest will stop accumulating on the part you pay when the IRS receives your money. Interest will only be charged on the tax, penalties, and interest that are unpaid on the date they are assessed.

## Consents to Extend the Statute of Limitations

We try to examine tax returns as soon as possible after they are filed, but occasionally we may request that you extend the statute of limitations of your tax return.

A return's statute of limitation generally limits the time we have to examine it and assess tax. Assessments of tax must be made within 3 years after a return is due or filed, whichever is later. We can't assess additional tax or make a refund or credit (unless you filed a timely claim) after the statute of limitations has expired. Also, if you disagree with the results of the examination, you can't appeal the items you disagree with unless sufficient time remains on the statute. Because of these restrictions, if there isn't much time remaining to examine your return, assess additional taxes, and/or exercise your appeal rights, you have the opportunity to extend the statute of limitations. This will allow you additional time to provide further documentation to support your position, request an appeal if you do not agree with our findings, or to claim a tax refund or credit. It also allows the Service time to complete the examination, make any additional assessment, if necessary, and provide sufficient time for processing.

A written agreement between you and the Service to extend the statutory period of a tax return is called a "consent." Consents can be used for all types of tax except estate tax.

There are two basic kinds of consent forms. One sets a specific expiration date for the extension, and the other for an indefinite period of time. Either type of consent may be limited by restrictive conditions. The use of a restricted consent is to allow the statute to expire with regard to all items on the return except those covered by the restrictive language.

If the statute of limitations for your tax return is approaching, you may be asked to sign a consent. You may:

1. Refuse to extend the statute of limitations;
2. Limit or restrict the consent to particular issues, or
3. Limit the extension to a particular period of time.

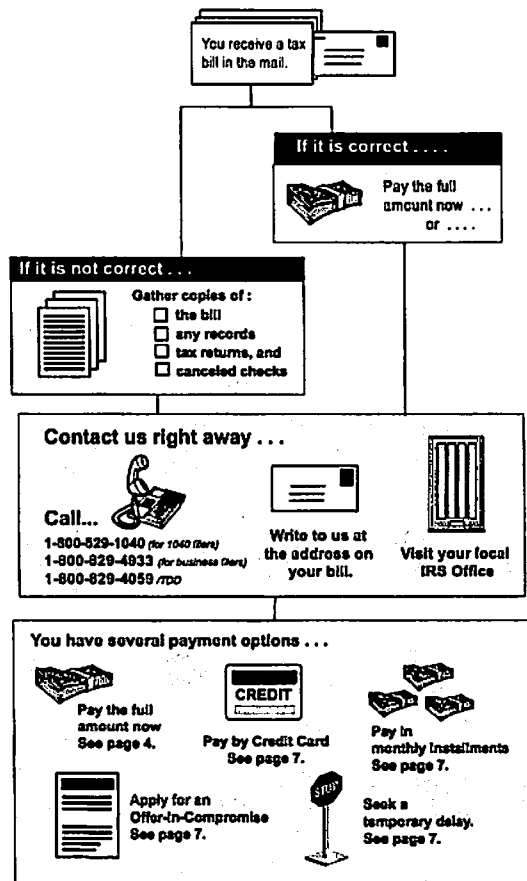
The consent will be sent or presented to you with a letter explaining this process and Publication 1035, *Extending the Tax Assessment Period*. For further information, refer to this publication.

## Results of the Examination

If we accept your return as filed, you will receive a letter stating that the examiner proposed no changes to your return. You should keep this letter with your tax records.

If we don't accept your return as filed, we will explain any proposed changes to you and your authorized representative. It is important that you understand the reasons for any proposed changes; don't hesitate to ask about anything that is unclear to you.

## What to Do When You Receive a Bill from the IRS



# What To Do If You Agree or Disagree with the Examination Results

## If You Agree

If you agree with a proposed *increase* to tax, you can sign an agreement form and pay any additional tax you may owe. You must pay interest and applicable penalties on any additional balance due. If you pay when you sign the agreement, interest is generally figured from the due date of your return to the date of your payment.

If you do not pay the additional tax and interest, you will receive a bill (See "What To Do When You Receive a Bill from the IRS" on page 4.) If the amount due (including interest and applicable penalties) is less than \$100,000 and you pay it within 21 business days, we will not charge more interest or penalties. If the amount is \$100,000 or more, the period is reduced to 10 calendar days. If you can't pay the tax due at the end of the examination, you may pay whatever amount you can and request an installment agreement for the balance. (See "Setting up an Installment Agreement" on page 7.)

If you are entitled to a refund, you will receive it sooner if you sign the agreement form at the end of the examination. You will also be paid interest on the refund.

## If You Do Not Agree

If you do not agree with the proposed changes, the examiner will explain your appeal rights. If your examination takes place in an IRS office, you may request an immediate meeting with the examiner's supervisor to explain your situation. You may also enter into an *Agreement to Mediate* to help resolve disputes through Fast Track Mediation services. (See next column.) Mediation can take place at this meeting or afterwards. If an agreement is reached, your case will be closed.

If you cannot reach an agreement with the supervisor at this meeting, or if the examination took place outside an IRS office or was conducted through correspondence with an IRS Campus employee, the examiner will prepare a report explaining your position and ours. The examiner will forward your case to the Area office for processing.

You will receive:

- A letter (known as a 30-day letter) notifying you of your rights to appeal the proposed changes within 30 days,
- A copy of the examiner's report explaining the proposed changes, and
- An agreement or a waiver form.

You generally have 30 days from the date of the 30-day letter to tell us whether you will accept the proposed changes or appeal them. The letter will explain what steps you should take, depending on what action you choose. Be sure to follow the instructions carefully. Appeal rights are explained following this section.



If you do not respond to the 30-day letter, or if you respond but do not reach an agreement with an appeals officer, we will send you a 90-day letter, also known as a *Notice of Deficiency*. This is a legal document that explains the proposed changes and the amount of the proposed tax increase. You will have 90 days (150 days if it is addressed to you outside the United States) from the date of this notice to file a petition with the Tax Court. If you do not petition the Tax Court you will receive a bill for the amount due.

## Fast Track Mediation Services

If you do not agree with any or all of the IRS findings, you may request Fast Track Mediation services to help you resolve disputes resulting from the examination (audits). Fast Track Mediation offers an expedited process with a trained mediator, who will help facilitate communication, in a neutral setting. The mediator will work with you and the IRS to understand the nature of the dispute. The purpose is to help the two of you reach a mutually satisfactory resolution that is consistent with the applicable law. The mediator has no authority to require either party to accept any resolution. You may withdraw from the mediation process anytime. If any issues remain unresolved you will retain all of your usual appeal rights.

Most cases qualify for Fast Track Mediation. To begin the process, you may request the examiner or IRS representative to arrange a mediation meeting. Both you and the IRS representative must sign a simple *Agreement to Mediate* form. A mediator will then be assigned. Generally, within a week, the mediator will contact you and the IRS representative to schedule a meeting. After a brief explanation of the process, the mediator will discuss with you when and where to hold the mediation session.

For additional information, refer to Publication 3605, *Fast Track Mediation-A Process for Prompt Resolution of Tax Issues*.

# How Do You Appeal a Decision?

## The Appeal System

Because people sometimes disagree on tax matters, the Service has an appeal system. Most differences can be settled within this system without going to court.

Your reasons for disagreeing must come within the scope of tax laws, however. For example, you cannot appeal your case based only on moral, religious, political, constitutional, conscientious, or similar grounds.

If you do not want to appeal your case within the IRS, you may take your case directly to tax court.

## Appeal Within the IRS

You may appeal our tax decision to a local appeals office, which is separate and independent of the IRS Office taking the action you disagree with. An appeals office is the only level of appeal within the IRS. Conferences with Appeals Office personnel may be conducted in person, through correspondence, or by telephone with you or your authorized representative.

If you want to have a conference with an appeals officer, follow the instructions in the letter you received. We will send your conference request letter to the appeals office to arrange for a conference at a convenient time and place. You or your qualified representative should be prepared to discuss all disputed issues at the conference. Most differences are settled at this level. Only attorneys, certified public accountants or enrolled agents are allowed to represent a taxpayer before Appeals. An unenrolled preparer may be a witness at the conference, but not a representative.

If you want to have a conference with an appeals officer, you may also need to file either a small case request or a formal written protest with the contact person named

in the letter you receive. Whether you file a small case request or a formal written protest depends on several factors.

## Making a Small Case Request

You may make a small case request if the total amount of tax, penalties, and interest for each tax period involved is \$25,000 or less, and you do not meet one of the exceptions below for which a formal protest is required. If more than one tax period is involved and any tax period exceeds the \$25,000 threshold, you must file a formal written protest for all periods involved. The total amount includes the proposed increase or decrease in tax and penalties or claimed refund. For an *Offer-in-Compromise*, include total unpaid tax, penalty, and interest due.

To make a small case request, follow the instructions in our letter to you by sending a brief written statement requesting an appeals conference. Indicate the changes you do not agree with and the reasons you do not agree with them.



Caution

Be sure to send the protest within the time limit specified in the letter you received.

You must file a formal written protest

- If the total amount of tax, penalties, and interest for any tax period is more than \$25,000;
- In all partnership and S corporation cases, regardless of the dollar amount;
- In all employee plan and exempt organization cases, regardless of the dollar amount;
- In all other cases, unless you qualify for other special appeal procedures, such as requesting appeals consideration of liens, levies, seizures, or installment agreements. (See Publication 1660, *Collection Appeal Rights*, for more information on special collection appeals procedures.)

## Filing a Formal Protest

When a formal protest is required, send it within the time limit specified in the letter you received. Include in your protest:

- Your name and address, and a daytime telephone number.
- A statement that you want to appeal the IRS findings to the Appeals Office.
- A copy of the letter showing the proposed changes and findings you do not agree with (*or the date and symbols from the letter.*)
- The tax periods or years involved.
- A list of the charges that you do not agree with, and why you do not agree.
- The facts supporting your position on any issue that you do not agree with.
- The law or authority, if any, on which you are relying.
- You must sign the written protest, stating that it is true, under the penalties of perjury as follows:

***"Under the penalties of perjury, I declare that I examined the facts stated in this protest, including any accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete."***

If your representative prepares and signs the protest for you, he or she must substitute a declaration stating:

- That he or she submitted the protest and accompanying documents and;
- Whether he or she knows personally that the facts stated in the protest and accompanying documents are true and correct.

We urge you to provide as much information as you can, as this will help us speed up your appeal. This will save you both time and money.

Additional information about the Appeals process may be found in Publication 5, *Your Appeals Rights and How to Prepare a Protest if you Don't Agree*.

# After the Examination

## Payment Options

### You can't pay all that you owe now

If you can't pay all your taxes now, pay as much as you can. By paying now, you reduce the amount of interest and penalty you owe. Then immediately call, write, or visit the nearest IRS office to explain your situation. After you explain your situation, we may ask you to fill out a Collection Information Statement. If you are contacting us by mail or by telephone, we will mail the statement to you to complete and return to us. This will help us compare your monthly income with your expenses so we can figure the amount you can pay. We can then help you work out a payment plan that fits your situation. This is known as an installment agreement.

### Payment by credit card

Individual taxpayers may make credit (and debit) card payments on tax liabilities (including installment agreement payments) by phone or Internet. Payments may be made to the United States Treasury through authorized credit card service providers.

The service providers charge a convenience fee based on the payment amount. You will be informed of the convenience fee amount before the credit card payment is authorized. This fee is in addition to any charges, such as interest, that may be assessed by the credit card issuer. Visit [www.irs.gov](http://www.irs.gov) to obtain a list of authorized service providers and to obtain updated information on credit card payment options.

*Note: You can use debit cards issued by VISA and MasterCard when making tax payments through the participating service providers. However, the service providers and card issuers treat debit cards and credit cards equally for the purpose of processing electronic tax payments. Therefore, debit card users are charged the same fee traditionally associated with credit card transactions*

### Payment by Electronic Federal Tax Payment System (EFTPS)

EFTPS is an Electronic Federal Tax Payment System developed by the Internal Revenue Service and Financial Management Service (FMS).

The system allows federal taxes to be paid electronically. The system allows the use of the Internet at [www.eftps.gov](http://www.eftps.gov) or telephone to initiate tax payments directly. EFTPS payments may also be made through your local financial institution. The service is convenient, secure and saves time.

You may enroll in EFTPS through the website at [www.eftps.gov](http://www.eftps.gov) or by completing a form available from EFTPS customer service at (800) 555-4477 or (800) 945-8400.

### Setting up an installment agreement

Installment agreements allow you to pay your full debt in smaller, more manageable amounts. Installment agreements generally require equal monthly payments. The amount and number of your installment payments will be based on the amount you owe and your ability to pay that amount within the time we can legally collect payment from you.

You should be aware, however, that an installment agreement is more costly than paying all the taxes you owe now. Like revolving credit arrangements, we charge interest on the unpaid portion of the debt. Penalties also continue to accumulate on installment agreements.

If you want to pay off your tax debt through an installment agreement, call the number shown on your bill. If you owe:

- \$25,000 or less in tax, we will tell you what you need to do to set up the agreement;
- More than \$25,000, we may still be able to set up an installment agreement for you, but we may also ask for financial information to help us determine your ability to pay.

Even if you set up an installment agreement, we may still file a Notice of Federal Tax Lien to secure the government's interest until you make your final payment.

*Note: We cannot take any collection actions affecting your property while we consider your request for an installment agreement, while your agreement is in effect, for 30 days after we reject your request for an agreement, or for any period while you appeal the rejection.*

If you arrange for an installment agreement, you may pay with:

- Personal or business checks, money orders, or certified funds (all made payable to the U.S. Treasury),
- Credit and debit cards,
- Payroll deductions your employer takes from your salary and regularly sends to IRS, or
- Electronic transfers from your bank account or other similar means.

### Apply for an Offer-in-Compromise

In some cases, we may accept an *Offer-in-Compromise* to settle an unpaid tax account, including any penalties and interest. With this kind of arrangement, we can accept less than the full amount you owe when it is doubtful we will be able to collect the entire amount due.

Offers in compromise are also possible if collection action would create an economic hardship. You may want to discuss these options with your examiner.

### Temporarily Delay the Collection Process

If we determine that you can't pay any of your tax debt, we may temporarily delay collection until your financial condition improves. You should know that if we delay collecting from you, your debt will increase because penalties and interest are charged until you pay the full amount. During a temporary delay, we will again review your ability to pay. We may also file a *Notice of Federal Tax Lien*, to protect the government's interest in your assets. See Publication 594, *The IRS Collection Process*.

## After the Examination (cont.)

---

### **Innocent Spouse Relief**

---

If you filed a joint tax return, you are jointly and individually responsible for the tax and any interest or penalty due on the joint return, even if you later divorce. In some cases, a spouse may be relieved of the tax, interest, and penalties on a joint return.

You can ask for relief no matter how small the liability.

Three types of relief are available.

- Innocent spouse relief - may apply to all joint filers;
- Separation of liability - may apply to joint filers who are divorced, widowed, legally separated, or have not lived together for the past 12 months;
- Equitable relief - applies to all joint filers.

Innocent spouse relief and separation of liability apply only to items incorrectly reported on the return. If a spouse does not qualify for innocent spouse relief or separation of liability, the IRS may grant equitable relief.

Each type of relief is different and each has different requirements. You must file Form 8857, *Request for Innocent Spouse Relief*, to request any of these methods of relief. Publication 971, *Innocent Spouse Relief*, explains each type of relief, who may qualify, and how to request relief.

### **You Must Contact Us**

---

It is important that you contact us regarding any correspondence you receive from us. If you do not pay your bill or work out a payment plan, we are required by law to take further collection actions.

### **What If You Believe Your Bill is Wrong**

---



#### **Caution**

If you believe your bill is wrong, let us know as soon as possible. Call the number on your bill, write to the IRS office that sent you the bill, call 1-800-829-1040 (for 1040 filers), 1-800-829-4933 (for business filers), 1-800-829-4059 /TDD, or visit your local IRS office.

To help us correct the problem, gather a copy of the bill along with copies of any records, tax returns, and canceled checks, etc., that will help us understand why you believe your bill is wrong.

If you write to us, tell us why you believe your bill is wrong. With your letter, include copies of all the documents you gathered to explain your case. Please do not send original documents. If we find you are correct, we will adjust your account and, if necessary, send you a corrected bill.

## **Privacy Act Statement**

---

*The Privacy Act of 1974 says that when we ask you for information, we must first tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if you do not provide it and whether or not you must respond under the law.*

*This notice applies to tax returns and any papers filed with them. It also applies to any questions we need to ask you so we can complete, correct, or process your return; figure your tax; and collect tax, interest, or penalties.*

*Our legal right to ask for information is found in Internal Revenue Code sections 6001, 6011, and 6012(a), and their regulations. They say that you must file a return or statement with us for any tax you are liable for. Your response is mandatory under these sections.*

*Code section 6109 and its regulations say that you must show your social security number or individual taxpayer identification number on what you file. You must also fill in all parts of the tax form that apply to you. This is so we know who you are, and can process your return and papers. You do not have to check the boxes for the Presidential Election Campaign Fund.*

*We ask for tax return information to carry out the U.S. tax laws. We need it to figure and collect the right amount of tax.*

*We may give the information to the Department of Justice and to other Federal agencies, as provided by law. We may also give it to cities, states, the District of Columbia, and U.S. Commonwealths or possessions to carry out their tax laws. And we may give it to certain foreign governments under tax treaties they have with the United States.*

*We may also disclose this information to Federal, state, or local agencies that investigate or respond to acts or threats of terrorism or participate in intelligence or counterintelligence activities concerning terrorism.*

*If you do not file a return, do not give us the information we ask for, or provide fraudulent information, the law says that we may have to charge you penalties and, in certain cases, subject you to criminal prosecution. We may also have to disallow the exemptions, exclusions, credits, deductions, or adjustments shown on your tax return. This could make your tax higher or delay any refund. Interest may also be charged.*

*Please keep this notice with your records. You may want to refer to it if we ask you for other information. If you have questions about the rules for filing and giving information, please call or visit any Internal Revenue Service office.*

DATE: March 28, 2008

AI 8572

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for County Treasurer

ACCOUNT NUMBER: 8-1100-415-XX-1XX-00X-0- XXX

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 Inter-departmental 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>		
8-1100-415-00-115-002-0- 899	COUNTYWIDE ADM.- CONTINGENCY	<b>(18,006.00)</b>
<b>TO</b>		
8-1100-415-16-150-001-0- 851	CO. TREASURER- TAXES	<b>18,006.00</b>
TOTAL BUDGET INCREASE (DECREASE)		<b>0.00</b>

REASON:

**To fund payment of employment taxes owed to the US Treasury (FICA Taxes).**

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

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

AI-8619

25.G.

**2008 inter to WIC Ineligible Costs (1100)**

**CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** WIC Ineligible Costs (1100)  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

**Information**

**CAPTION**

Approval of 2008 interdepartmental transfer from County Wide Administration to WIC Ineligible Costs (1100) in the amount of \$2,500.00.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-8XX  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 8-1100-415-00-115-002-0-899 (CO WIDE ADM-CONTINGENCY) to 8-1100-441-00-350-003-0-855 (WIC INELIGIBLE COSTS-LATE FEES, PENALTIES) to cover pending late fees and potential future late fees for 2008. Available balance as of 3/28/08 \$469,833.13

**Attachments**

Link: 2008 Inter for WIC Ineligible Costs (1100)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/27/2008 12:31 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/28/2008 12:54 PM	APRV
3	Auditor's Office	Linda Fong	03/28/2008 03:24 PM	APRV
4	Purchasing Department	Marty Salazar	03/28/2008 04:13 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 04:14 PM	APRV

Form Started By: Dale Kennan  
 Started On: 03/27/2008 09:30 AM

Final Approval Date: 03/28/2008



**AI-8616**  
**2008 Inter. for IT & B&G (1100)**  
**CC REGULAR**

**25.H.**

**Date:** 04/01/2008  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** IT and B&G (1100)  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Approval of 2008 interdepartmental transfer from Information Technologies Department to Buildings & Grounds (1100) in the amount of \$62,530.24

**BACKGROUND**

Transfer needed to properly fund for pending Requisition #129090 for the installation of a new A/C for the IT Department's computer room.

---

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 8-1100-41X-X0-2X0-00X-0-XX1  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 8-1100-415-00-200-002-0-671 (COMPUTER DEPT-BLDG R&M SUPPLIES) to 8-1100-419-40-220-001-0-431 (GEN GOVT BLDG-BLDG R&M SERVICE) in the amount of \$62,530.24. Transfer needed to properly fund for pending Requisition #129090 for the installation of a new A/C for the IT Department's computer room.

NOTE: Funding for pending Requisition #129090 is currently pre-encumbered in 8-1100-415-00-200-002-0-671. Requisition will need to be corrected to reflect the new account 8-1100-419-40-220-001-0-431.

---

**Attachments**

Link: [2008 Interdepartmental from IT to B&G \(1100\)](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 08:42 AM	APRV
2	Andres Castro	Andres Castro	03/28/2008 10:33 AM	APRV
3	Erika Reyna	Erika Reyna	03/28/2008 12:16 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 12:52 PM	APRV
5	Purchasing Department	Marty Salazar	03/28/2008 01:16 PM	APRV

6 Court Administrator Monica Badillo 03/28/2008 01:29 PM APRV  
Form Started By: Dale Kennan Started On: 03/27/2008 07:06  
AM  
Final Approval Date: 03/28/2008

---



**AI-8632**

**25.I.**

**2008 Interfunds CO Series 2002 & 2006 - IT (1332 & 1336)**

**CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** CO Series 2002 & 2006 - IT (1332 & 1336)  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

1. Approval of 2008 interfund transfer from Certificate of Obligation Series 2002 -Information Technologies Dept (1332) to Precinct 4-New Administration Building(1301) in the amount of \$43,697.60.
2. Approval of 2008 interfund transfer to deobligate funds from Precinct 4-New Administration Building(1301) and return funds to Certificate of Obligation Series 2006 -Information Technologies Dept (1336) in the amount of \$43,697.60.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 8-1332-415-00-200-007-0-74X  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From object 745 & 748 to 8-1301-419-40-124-034-0-720 (PCT.4-NEW ADMIN BLDG-BUILDINGS) in the amounts of \$27,023.32 & \$16,674.28 (respectively). Funding available for transfer as of 3/27/08.

**FISCAL YEAR:** **ACCT. #:** 8-1301-419-40-124-034-0-720  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Deobligate funding in the amount of \$43,697.60 and return to 8-1336-415-00-200-006-0-534 (C.O.,2006-IT DEPT-INTERNET). Funding availability is pending attached appropriation.

---

**Attachments**

Link: 2008 Interfund to appropriate from (1332) to (1301)

Link: 2008 Interfund to deobligate from (1301) to (1336)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 03:19 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/28/2008 03:36 PM	APRV
3	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Dale Kennan

Started On: 03/27/2008 02:26 PM

Final Approval Date: 03/28/2008

---





**AI-8642**

**25.J.**

**Interdept transfer for Insect Eradication Pct. 1  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

**Information**

**CAPTION**

Approval of 2008 interdepartmenta transfer from Countywide Administration - Contingency to Insect Eradication - Other R & M Supplies (1100) in the amount of \$119.45.

**BACKGROUND**

Please see attached McCoy's invoice provided by Noe Montez, Pct. 1.

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1100-4XX-00-115-0XX-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-461-00-115-037-0-679 \$119.45. Available  
Balance as of 3-28-08 \$469,33.13

**Attachments**

Link: [Insect Eradication transfer](#)

Link: [McCoys Invoice](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Ivan Cantu (Originator)	Ivan Cantu	03/28/2008 03:57 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 04:22 PM	APRV
3	Ivan Cantu (Originator)	Ivan Cantu	03/28/2008 04:25 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW

Form Started By: Ivan Cantu                      Started On: 03/28/2008 03:45 PM

Final Approval Date: 03/28/2008





910 U.S. EXPRESSWAY 83  
78596-0092

(956) 968-4793  
Fax: (956) 973-2228

013840 013840  
900-98011728-001

\*\*\*\*\*  
\* LINE ITEM QUOTE \*  
\*\*\*\*\*

Date: 3/28/2008  
8:20 AM

ORDER: 354314  
Page: 1

HIDALGO CO PCT.#1  
1902 JOE STEPHENS AVE (956) 968-8733

WESLACO, TX 78596

S  
H  
I  
P  
T  
O

FAX  
ATTN : MIKE

Selling Store: 93  
Salesperson: 13840 SYLVIA G

Terms: NET 10TH PROX  
Tax ID #: GOVERNMENTAL

Our Order # 354314  
P O #

STORE CODE	ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	U/M	EXTENDED PRICE	TAX
YARD	070103	10' CORRUGATED 30GA G90 GALVAN	4	EA	12.50	EA	50.00	
YARD	070100	8' CORRUGATED 30GA G90 GALVAN	2	EA	10.00	EA	20.00	
YARD	070112	16' CORRUGATED 30GA G90 GALVAN	1	EA	20.00	EA	20.00	
	121206	1-1/2"METAL TO WOOD SCREW 2500	5	LB	5.89	LB	29.45	

This ESTIMATE is given as a price quote only for the materials listed. It is not intended as a complete material list for your projects.  
\*- Prices are subject to change without notice. \*

SIGNATURE: \_\_\_\_\_

Expires: 3/31/2008	Weight: 91	Sub-total	Tax %	Tax	TOTAL
		119.45	.00	.00	119.45

Thank You for shopping at McCoy's

USA

8 - 1100 - 461 - 00 - 115 - 037 - 0 - 679

**AI-8644**

**25.K.**

**Interdepartmental Transfer  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

---

**Information**

**CAPTION**

Approval of interdepartmental transfer from C.O., 2002-Precinct #2 - Outer Loop (program 020) to C.O., 2002-Precinct #2 - R&B (program 016) in the amount of \$138,561.62.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1332-431-00-122-020-0-334

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$138-561.62 available account balance as of 03-28-2008

---

**Attachments**

Link: [TRANSFER](#)

---

**Form Routing/Status**

Form Started By: Sergio Cruz      Started On: 03/28/2008 04:07  
PM

Final Approval Date: 03/28/2008

---



AI-8643

25.L.

**Payment to Fifth Administrative Region of Texas  
CC REGULAR**

**Date:** 04/01/2008  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Budget and Management

**Information**

**CAPTION**

Approval to pay the Fifth Administrative Region of Texas for the 2008 Assessment for Hidalgo County in the amount of \$41,928.00 with authority for County Treasurer to issue check after review, audit, and processing procedurs are completed by the County Auditor.

**BACKGROUND**

Please refer to attachments. Annual Assessment notice.

**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1100-412-00-115-013-0-890  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 3-28-08 \$50,000.00.

**Attachments**

Link: [Assessment Notice](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Ivan Cantu (Originator)	Ivan Cantu	03/28/2008 04:14 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 04:22 PM	APRV
3	Ivan Cantu (Originator)	Ivan Cantu	03/28/2008 04:26 PM	APRV
4	Auditor's Office		03/28/2008 04:28 PM	NEW
Form Started By: Ivan Cantu			Started On: 03/28/2008 04:06 PM	
Final Approval Date: 03/28/2008				



**J. MANUEL BAÑALES  
PRESIDING JUDGE  
FIFTH ADMINISTRATIVE JUDICIAL REGION OF TEXAS**

**TENTH FLOOR\* • NUECES COUNTY COURTHOUSE  
901 LEOPARD STREET • CORPUS CHRISTI, TX 78401  
(361) 888-0722 • FAX (361) 888-0902  
5thadmin.region@co.nueces.tx.us**

June 25, 2007

Judge Juan R. Partida  
Local Administrative Judge  
100 N. Closner  
Edinburg 78539

Dear Judge Juan R. Partida:

I enclose herewith the certification of apportionments to the counties of the Fifth Administrative Judicial Region as well as the assessment notice for the fiscal year 2008 for Nueces County. Please pass this to your County Auditor and ask that he/she remit your county's assessment to the Fifth Administrative Judicial Region, Nueces County Courthouse, 901 Leopard St., Suite 1002, Corpus Christi, TX 78401.

The assessment is in the amount to fully fund the 2008 Budget. The assessment is due upon receipt of this notice.

If there are any questions, don't hesitate to call me.

Sincerely,

*Joanna Gutierrez*  
JoAnna Gutierrez

ADMINISTRATIVE ASSISTANTS:

LINDA RHODES SCHAUER

JOANNA GUTIERREZ

COUNTIES OF THE FIFTH REGION:

BROOKS COUNTY

CAMERON COUNTY

DUVAL COUNTY

HIDALGO COUNTY

JIM HOGG COUNTY

JIM WELLS COUNTY

KENEDY COUNTY

KLEBERG COUNTY

NUECES COUNTY

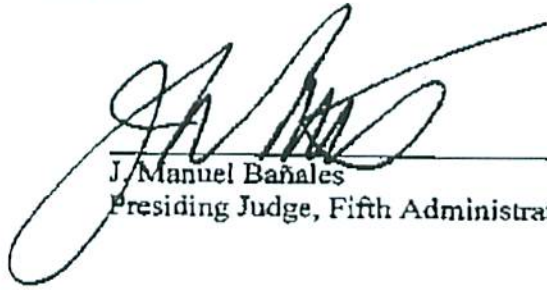
STARR COUNTY

WILLACY COUNTY

Hidalgo County Assessment of the Fifth  
 Administrative Judicial Region of Texas  
 for the fiscal year 2008.....\$41,928.00

Please make remittance payable to the Fifth Administrative Region of Texas, Nueces  
 County Courthouse, 901 Leopard, Suite 1002, Corpus Christi, TX 78401

Signed this 25<sup>th</sup> day of June, 2007.



\_\_\_\_\_  
 J. Manuel Bañales  
 Presiding Judge, Fifth Administrative Judicial Region

8-1100-412-00-115-013-0-890

**APPORTIONMENT TO COUNTIES OF THE FIFTH ADMINISTRATIVE  
JUDICIAL REGION FOR THE FISCAL YEAR 2008**

<b>COUNTY</b>	<b>POPULATION ACCORDING TO 2000 CENSUS</b>	<b>PERCENTAGE</b>	<b>2008 ASSESSMENT</b>
BROOKS	7,976	0.57	\$586.00
CAMERON	335,227	24.02	\$24,678.00
DUVAL	13,120	0.94	\$966.00
HIDALGO	559,463	40.81	\$41,928.00
JIM HOGG	5,281	0.38	\$390.00
JIM WELLS	39,326	2.8	\$2,877.00
KENEDY	414	0.03	\$31.00
KLEBERG	31,549	2.7	\$2,774.00
NUECES	313,645	22.48	\$23,088.00
STARR	53,597	3.83	\$3,935.00
WILLACY	20,082	1.44	\$1,479.00
		<b>TOTAL</b>	<b>\$102,740.00</b>

I hereby certify in accordance with Article 74.043 of the Texas Government Code the above apportionment to each County of the Fifth Administrative Judicial Region of Texas to be true and correct.

Signed this 25<sup>th</sup> day of June, 2007



\_\_\_\_\_  
J. Manuel Bañales

Presiding Judge, Fifth Administrative Judicial Region

**AI-8620**

**26.D.**

**Cause No.: CL-06-1128-A**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Closed Session

---

**Information**

**CAPTION**

Cause No.: CL-06-1128-A; Gallegos Electric, Inc. vs. Limon Masonry, Inc. and County of Hidalgo, et al

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 12:35 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 12:47 PM	APRV
3	Purchasing Department	Marty Salazar	03/28/2008 01:16 PM	APRV
4	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Norma Silva  
Started On: 03/27/2008 09:31 AM

Final Approval Date: 03/28/2008

---

**AI-8617**

**26.E.**

**Claim of Jose Rodriguez  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Closed Session

---

**Information**

**CAPTION**

Claim of Jose Rodriguez

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 12:32 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 12:48 PM	APRV
3	Purchasing Department	Marty Salazar	03/28/2008 01:16 PM	APRV
4	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Norma Silva

Started On: 03/27/2008 09:23  
AM

Final Approval Date: 03/28/2008

---

**AI-8622**

**26.F.**

**Claim of Redlands Insurance Company (Finco)  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Closed Session

---

**Information**

**CAPTION**

Claim of Redlands Insurance Company (Finco)

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 01:20 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 12:49 PM	APRV
3	Purchasing Department	Marty Salazar	03/28/2008 01:19 PM	APRV
4	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Norma Silva

Started On: 03/27/2008 09:35 AM

Final Approval Date: 03/28/2008

---

**AI-8621**

**27.D.**

**Cause No.: CL-06-1128-A**

**CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Open Session

---

**Information**

**CAPTION**

Cause No.: CL-06-1128-A; Gallegos Electric, Inc. vs. Limon Masonry, Inc. and County of Hidalgo, et al

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 12:35 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 12:49 PM	APRV
3	Purchasing Department	Marty Salazar	03/28/2008 01:19 PM	APRV
4	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Norma Silva  
Started On: 03/27/2008 09:33 AM

Final Approval Date: 03/28/2008

---

**AI-8618**  
**Claim of Jose Rodriguez**  
**CC REGULAR**

**27.E.**

**Date:** 04/01/2008  
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** Open Session

---

**Information**

**CAPTION**

Claim of Jose Rodriguez

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 12:32 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 12:50 PM	APRV
3	Purchasing Department	Marty Salazar	03/28/2008 01:16 PM	APRV
4	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Norma Silva  
Started On: 03/27/2008 09:24 AM

Final Approval Date: 03/28/2008

---

**AI-8625**

**27.F.**

**Claim of Redlands Insurance Company (Finco)  
CC REGULAR**

**Date:** 04/01/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Open Session

---

**Information**

**CAPTION**

Claim of Redlands Insurance Company (Finco)

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	03/27/2008 01:22 PM	APRV
2	Auditor's Office	Linda Fong	03/28/2008 12:51 PM	APRV
3	Purchasing Department		03/28/2008 01:29 PM	NEW
4	Court Administrator	Monica Badillo	03/28/2008 01:29 PM	APRV

Form Started By: Norma Silva  
Started On: 03/27/2008 09:58 AM  
Final Approval Date: 03/28/2008

---