

AI-16224

2.A.

2009 LIT for Right of Way Dept (1200)

CC CONSENT

Date: 06/30/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Right of Way Dept (1200)
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Right of Way Dept. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1200-431-00-260-001-0-XXX

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

BUDGETARY IMPACT:

From object 640 to 532 in the amount of \$6,000.00. Funding is available for transfer as of 6/25/09.

Attachments

Link: [2009-LIT for ROW \(1200\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 10:50 AM	APRV
2	Ana Galvan	Anna Galvan	06/26/2009 11:15 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Dale Kennan
Started On: 06/25/2009 10:10 AM
Final Approval Date: 06/26/2009

DATE: June 25, 2009

2009

Transfer



DEPARTMENT
HEAD: Raul Silguero

DEPARTMENT Department of Budget & Management for
NAME: the Right of Way Department (1200)

**ACCOUNT
NUMBER:** 9-1200-431-00-260-001-0-XXX

Contact: Dale Kennan

Ph#: (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer from R-O-W DEPT-REFERENCE MATERIALS to R-O-W DEPT-WIRELESS DEVICES in the amounts of \$6,000.00 to fund pending and future invoices in 2009.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16240

2.B.

Scanner Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
584-->743 \$ 1,500.00; funds available as of 06/26/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 11:47 AM	APRV
2	Ana Galvan	Anna Galvan	06/26/2009 03:16 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 06/26/2009 10:54 AM
Final Approval Date: 06/26/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 26, 2009

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM - BUDGET DIVISION

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
584	REGISTRATION FEES	743	OFFICE FURNITURE & EQUIP.	\$1,500.00
			TOTAL	1,500.00

REASON: PURCHASE SCANNER

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16113

2.C.

Printing transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Employee Benefits (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2201-415-00-115-009-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 06-25-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:43 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/25/2009 09:55 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 06/22/2009 01:21 PM
Final Approval Date: 06/26/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 06/22/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: EMPLOYEE BENEFITS

ACCOUNT NUMBER: 9-2201-415-00-115-009-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

[illegible]

REASON: TO PURCHASE ENVELOPES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16171

2.D.

**Bottled Water Transfer
CC CONSENT**

Date: 06/30/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Workers' Comp. Division (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-2202-419-50-115-065-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Funds available as of 6/24/09	

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:04 PM	APRV
2	Erika Zamora	Erika Zamora	06/24/2009 03:53 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW
Form Started By: Angela Garcia			Started On: 06/24/2009 02:26 PM	
Final Approval Date: 06/26/2009				

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 06/24/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM - WORKERS COMP. DIV.

ACCOUNT NUMBER: 9-2202-419-50-115-065-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
583	TRAVEL OUT OF COUNTY	631	BOTTLED WATER	\$500.00
			TOTAL	500.00

REASON: FUNDING NEEDED FOR 5 GALLON BOTTLE WATER

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16172

2.E.

2009 Line Item Transfer - (1282)

CC CONSENT

Date: 06/30/2009
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Public Defender's Office (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1282-412-30-085-001-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 6/24/09

Attachments

Link: [Line Transfer \(1282\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:10 PM	APRV
2	Erika Zamora	Erika Zamora	06/24/2009 04:29 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Yvette Pacheco
Started On: 06/24/2009 02:39 PM
Final Approval Date: 06/26/2009

DATE: JUNE 24, 2009

DEPARTMENT HEAD: Jaime Gonzalez

DEPARTMENT NAME: Public Defenders

ACCOUNT NUMBER: 9-1282-412-30-085-001-9-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
9-1282-412-30-085-001-9-640	ref materials	➔	9-1282-412-30-085-001-9-532	wireless devices	226.17
9-1282-412-30-085-001-9-342	info & credit	➔	9-1282-412-30-085-001-9-532	wireless devices	40.00
9-1282-412-30-085-001-9-442	equip & veh rent	➔	9-1282-412-30-085-001-9-581	travel in county	459.04
9-1282-412-30-085-001-9-550	printing & binding	➔	9-1282-412-30-085-001-9-583	travel out of county	166.70
9-1282-412-30-085-001-9-342	info & credit	➔	9-1282-412-30-085-001-9-583	travel out of county	500.00
		➔			
		➔			
		➔			
		➔			
		➔			
TOTAL					\$1,391.91

REASON: To cover expenditures for remainder of grant year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16173

2.F.

2009 Line Transfer (1100)

CC CONSENT

Date: 06/30/2009
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Public Defender's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-30-085-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 6/24/09

Attachments

Link: [Line Transfer \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:12 PM	APRV
2	Erika Zamora	Erika Zamora	06/24/2009 04:39 PM	APRV
3	Auditor's Office	Angela Garcia	06/25/2009 10:19 AM	APRV
4	Erika Zamora	Erika Zamora	06/25/2009 11:00 AM	APRV

Form Started By: Yvette Pacheco

Started On: 06/24/2009 02:43 PM

Final Approval Date: 06/25/2009

DATE: APRIL 8, 2007

DEPARTMENT HEAD: Jaime Gonzalez

DEPARTMENT NAME: Public Defenders

ACCOUNT NUMBER: 9-1100-412-30-085-003-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
9-1100-412-30-085-003-0-661	minor office furn	→	9-1100-412-30-085-003-0-342	info & credi serv	1,700.00
		→			
		→			
		→			
TOTAL					\$1,700.00

REASON: to cover expenditures for remainder of fiscal year

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16183

2.G.

Line Item Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Dept. Crime Victim Coordinator (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1284-421-00-280-013-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

211-->113 \$312.07; available balance as of 06/26/09 \$ 989.16
212-->113 \$11.32; available balance as of 06/26/09 \$16.68
260-->113 \$149.64; available balance as of 06/26/09 \$ 168.15
220-->113 \$29.97; available balance as of 06/26/09 \$508.47
220-->230 \$52.51; available balance as of 06/26/09 \$508.47
220-->250 \$2.57; available balance as of 06/26/09 \$508.47

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/24/2009 04:32 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:28 AM	APRV
3	Ana Galvan	Anna Galvan	06/26/2009 01:28 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Emilia Uriegas

Started On: 06/24/2009 03:24 PM

Final Approval Date: 06/26/2009

DATE: June 24, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Crime Victim Coordinator

ACCOUNT NUMBER: 9-1284-421-00-280-013-9-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
9-1284-421-00-280-013-9-211	Health Insurance	→ 9-1284-421-00-280-013-9-113	Reg-F/T Employees	312.07
9-1284-421-00-280-013-9-212	Life Insurance	→ 9-1284-421-00-280-013-9-113	Reg-F/T Employees	11.32
9-1284-421-00-280-013-9-260	Workers' Compensation	→ 9-1284-421-00-280-013-9-113	Reg-F/T Employees	149.64
9-1284-421-00-280-013-9-220	FICA	→ 9-1284-421-00-280-013-9-113	Reg-F/T Employees	29.97
9-1284-421-00-280-013-9-220	FICA	→ 9-1284-421-00-280-013-9-230	Retirement	52.51
9-1284-421-00-280-013-9-220	FICA	→ 9-1284-421-00-280-013-9-250	Unemployment Compensation	2.57
		→		
		→		
		→		
		→		
				\$558.08

REASON: To adjust budget to facilitate the spending of monies awarded. Grant terminates 08/31/09.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-16155

2.H.

Line Item Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
582-->748 \$ 5,500.00; funds available as of 06/26/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/24/2009 08:24 AM	APRV
2	Budget & Management	Rosie Cantu	06/24/2009 08:26 AM	APRV
3	Ana Galvan	Anna Galvan	06/26/2009 02:51 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Monica Hinojosa

Started On: 06/23/2009 04:20 PM

Final Approval Date: 06/26/2009

DATE: June 23, 2009
DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 9-1100-421-00-280-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-421-00-280-001-0-582	TRANSPORTATION OF DETAINEES	➔	9-1100-421-00-280-001-0-748	OTHER EQUIPMENT \$5,500.00
		➔		
		➔		
		➔		
		➔		
		➔		
		➔		
TOTAL				\$5,500.00

REASON:
 TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF TWO DUAL PURPOSE CANINES.

DEPARTMENT HEAD SIGNATURE

'APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16197

2.I.

Intradepartmental Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-16-150-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 06-25-09

Attachments

Link: [Line Item](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:51 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/25/2009 10:02 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Fred Zamarripa
Started On: 06/24/2009 04:23 PM
Final Approval Date: 06/26/2009

Date: June 24, 2009
 Department Head: Norma G. Garcia
 Department Name: Treasurer's Office
 Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
601	Office & Computer Supplies	-->	529	Surety & Notary Bonds	420.00
		-->			
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			TOTAL		
			420.00		

Reason:

To cover commercial crime policy for commercial and government for Treasurer's Office staff.

Norma G. García
Hidalgo County Treasurer

Approved Commissioners' Court

Date

Attest County Clerk

AI-16166

2.J.

**Health Division - Bioterrorism Line Item Transfer
CC CONSENT**

Date: 06/30/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Bio (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-013-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 6/24/09

Attachments

Link: [Bio LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 11:09 AM	APRV
2	Erika Zamora	Erika Zamora	06/24/2009 11:21 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Dan Beltran
Started On: 06/24/2009 10:25 AM
Final Approval Date: 06/26/2009

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-16190

2.K.

**Health Division - Bio Descretionary Line Item Trf
CC CONSENT**

Date: 06/30/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Bio (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-040-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
339-->320 - \$16,725.00; Funding available as of 6/25/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:38 AM	APRV
2	Norma Silva	Norma Silva	06/25/2009 10:18 AM	APRV
3	Auditor's Office	Angela Garcia	06/25/2009 03:19 PM	APRV
4	Norma Silva	Norma Silva	06/26/2009 09:16 AM	APRV

Form Started By: Dan Beltran

Started On: 06/24/2009 03:52 PM

Final Approval Date: 06/26/2009

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-16170

2.L.

Human Services Division

CC CONSENT

Date: 06/30/2009
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 6/24/09

Attachments

Link: [line item](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 02:56 PM	APRV
2	Erika Zamora	Erika Zamora	06/24/2009 03:43 PM	APRV
3	Erika Zamora	Erika Zamora	06/24/2009 03:45 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Dairen Sarmiento
Started On: 06/24/2009 02:21 PM
Final Approval Date: 06/26/2009

DATE: 6-24-09
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: HUMAN SERVICES
ACCOUNT NUMBER: 9-1100-444-00-240-001-0-
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
336	Computer Services	747	Software	\$	4,089.68

REASON: TO FUND PROPER OBJECT CODE

TOTAL \$ 4,089.68

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

AI-16177

2.M.

Budget Line Item Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - I. T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 6/24/09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:23 PM	APRV
2	Erika Zamora	Erika Zamora	06/25/2009 11:14 AM	APRV
3	Erika Zamora	Erika Zamora	06/25/2009 11:15 AM	APRV
4	Erika Zamora	Erika Zamora	06/25/2009 01:16 PM	APRV
5	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Edna Kirby
Started On: 06/24/2009 03:05 PM
Final Approval Date: 06/26/2009

AI-16139

2.N.

Intra Dept. Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Stephanie Palacios, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 06-25-09

Attachments

Link: [LIT 6.24.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:03 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/25/2009 10:00 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Stephanie Palacios
Started On: 06/23/2009 11:25 AM
Final Approval Date: 06/26/2009

AI-16132

2.O.

LIT

CC CONSENT

Date: 06/30/2009
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-001-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
603-->584 - \$1,500.00; Funding available as of 6/24/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 10:37 AM	APRV
2	Norma Silva	Norma Silva	06/24/2009 08:56 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rene Perez
Started On: 06/23/2009 09:37 AM

Final Approval Date: 06/26/2009

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 23, 2009

DEPARTMENT HEAD: Arturo Guajardo, Jr.

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 9-1100-415-40-180-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
603	CO-CLERK- EDUCATION/INSTRUCTION	584	CO-CLERK-REGISTRATION FEES	\$1,500.00
			TOTAL	\$1,500.00

REASON: Need money in this account to provide for future expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16226

2.P.

Line_Item_Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - JP 4/2 (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1282-412-00-068-002-0-58X
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$4,696.00 as of 06/25/09
From 583----->584 in the amount of \$400.00

Attachments

Link: [JP 4, PI 2 \(1282\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 01:35 PM	APRV
2	Olga Garza	Olga Garza	06/25/2009 02:52 PM	APRV
3	Auditor's Office	Angela Garcia	06/25/2009 03:19 PM	APRV
4	Dale Kennan	Dale Kennan	06/25/2009 03:44 PM	APRV
5	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Robert Leal
Started On: 06/25/2009 11:12 AM
Final Approval Date: 06/26/2009

AI-16154

2.Q.

**Food transfer
CC CONSENT**

Date: 06/30/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Joel Espinoza
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-002-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 06/24/2009 890-->630

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:22 AM	APRV
2	JC Carreon	JC Carreon	06/24/2009 09:58 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 06/23/2009 04:09 PM
Final Approval Date: 06/26/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 06/23/09

DEPARTMENT HEAD: HON. RUDY DELGADO

DEPARTMENT NAME: 93RD DISTRICT COURT

ACCOUNT NUMBER: 9-1100-412-00-002-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

[illegible]

REASON: FUNDING NEEDING TO PURCHASE FOOD FOR JURORS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16100

2.R.

Line Item Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Esther Contreras, 370TH DISTRICT COURT
Submitted For: Noe Gonzalez, Judge Presiding
Department: 370TH DISTRICT COURT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-007-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->607 \$ 100.00; funds available as of 06/24/09
890-->432 \$ 44.54; funds available as of 06/24/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 10:40 AM	APRV
2	Ana Galvan	Anna Galvan	06/24/2009 10:07 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Esther Contreras
Started On: 06/18/2009 10:21 AM
Final Approval Date: 06/26/2009

AI-16100

DATE: June 18, 2009

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

ACCOUNT NUMBER: 9-1100-412-00-007-001-0- XXX

SUBJECT: Intradepartment Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.07, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	607	Household & Janitorial Supplies	\$100.00
890	OTHER	432	Equip. & Veh. R & M Services	\$ 44.54
			TOTAL:	\$144.54

REASON: Transfer of funds to cover current and future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNT CLERK

AI-16239

2.S.

Line Item Transfer to pay electricity bill & to purchase equipment

CC CONSENT

Date: 06/30/2009
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: 430th District Court
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-010-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->622 \$ 784.00; funds available as of 06/26/09
890-->661 \$ 522.40; funds available as of 06/26/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 11:44 AM	APRV
2	JC Carreon	JC Carreon	06/26/2009 02:48 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Anna Galvan
Started On: 06/26/2009 10:25 AM
Final Approval Date: 06/26/2009

DATE: June 23, 2009

DEPARTMENT HEAD: Israel Ramon, Jr., Judge - 430th District Court

DEPARTMENT NAME: 430th District Court

ACCOUNT NUMBER: 9-1100-412-00-010- 001-0

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: Do not have enough money in accounts to pay for electricity and to purchase equipment.

DEPARTMENT HEAD SIGNATURE
ISRAEL RAMON, JR., Judge - 430th Dist. Ct.

6 / 23 / 09

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-16136

2.T.

Line Item Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Fire Marshal's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 06-25-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 11:00 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/25/2009 09:59 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Yolanda Orozco
Started On: 06/23/2009 10:50 AM
Final Approval Date: 06/26/2009

DATE: June 30, 2009

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 9-1100-422-10-300-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME
9-1100-422-10-300-001-0-810	Dues & Memberships	->	9-1100-422-10-300-001-0-811	Licenses & Permits
		->		
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REASON: To pay for Deputy Fire Marshals Certifications.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY C

[illegible]

CLERK

AI-16124

2.U.

**Intradepartmental Transfer- Wireless Devices
CC CONSENT**

Date: 06/30/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Pct. No. 3
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-293-001-0-432
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$17,210.30 available balance as of 06/22/09. rc

Attachments

Link: [Intradepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 04:25 PM	APRV
2	Norma Silva	Norma Silva	06/23/2009 08:41 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rosie Cantu
Started On: 06/22/2009 04:16 PM
Final Approval Date: 06/26/2009

DATE: June 22, 2009

2009
Transfer



SUBJECT: Intradepartmental transfer(s)

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

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

FROM Object Code	Description	TO Object Code	Description	Amount
432	EQUIP&VEH R&M SRV	532	WIRELESS DEVICES	\$ 700.00
TOTAL				\$ 700.00

REASON: Intradepartmental transfer to fund expenditures for wireless services (Sprint- April through August 2009)

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-16163

2.V.

Line Item Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Joel Rivera, CONSTABLE PCT. #4
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
684--550> - \$45.00; Funding available as of 6/24/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 09:23 AM	APRV
2	Norma Silva	Norma Silva	06/24/2009 11:36 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Joel Rivera Started On: 06/24/2009 09:18 AM
Final Approval Date: 06/26/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 24, 2009

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 9-1100-421-00-294-001-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
684	TIRES & TUBES	550	PRINTING & BINDING	\$45.00
			TOTAL	45.00

REASON: TRANSFER NEEDED TO COVER OPERATIONAL EXPENDITURES.

J.E. GUERRA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16174

2.W.

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 06/30/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 6/24/09

Attachments

Link: 2009 Pct. #1 Sanitation (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:13 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/24/2009 03:21 PM	APRV
3	Erika Zamora	Erika Zamora	06/24/2009 04:51 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 06/24/2009 03:02 PM
Final Approval Date: 06/26/2009

MEETING REQUEST DATE: June 30, 2009

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-16201

2.X.

2009 - Pct # 1 Adm (1201)

CC CONSENT

Date: 06/30/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 06-26-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:12 AM	APRV
2	JC Carreon	Angela Garcia	06/25/2009 03:27 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	06/26/2009 10:58 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Robert Elizondo
Started On: 06/24/2009 04:41 PM
Final Approval Date: 06/26/2009

MEETING REQUEST DATE: June 30, 2009

DEPARTMENT NAME PCT #1 ADM

ACCOUNT NUMBER 9-1201-431-00-121-004-0-XXX

Honorable Commissioners' Court of Hidalgo County:

[illegible]

REASON: Need to cover future invoice

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16109

2.Y.

2009 Pct# 1 Parks (1211)

CC CONSENT

Date: 06/30/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->739; \$ 7,000.00; funds available as of 06/24/09
439-->739; \$ 10,000.00; funds available as of 06/24/09
679-->739; \$ 7,000.00; funds available as of 06/24/09

Attachments

Link: 2009 Pct# 1 Parks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/19/2009 02:58 PM	APRV
2	Ana Galvan	Anna Galvan	06/24/2009 10:47 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 06/19/2009 10:37 AM
Final Approval Date: 06/26/2009

MEETING REQUEST DATE: June 22, 2009

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 9-1211-452-00-121-013-0-XXX

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

APPROVED COMMISSIONERS' COURT	/ / DATE	ATTEST COUNTY CLERK

AI-16216

2.Z.

Budget Line-Item Transfer for trees

CC CONSENT

Date: 06/30/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 S. Tower CRC (1100)

BACKGROUND

PO 624208

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-082-0-XX9
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 739----->609 in the amount of \$5,000.00. PO# 624208 for Valley Garden Center has \$348.34 available; additional funding is from 739 is available in the amount of \$41,248.12 as of 06/25/2009.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 10:10 AM	APRV
2	Olga Garza	Olga Garza	06/25/2009 01:39 PM	APRV
3	Dale Kennan	Dale Kennan	06/25/2009 02:09 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 06/24/2009 06:06 PM
Final Approval Date: 06/26/2009

DATE: June 24, 2009

2009

Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1100-466-00-122-082-0-XXX CRC-South Tower

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Transfers needed to purchase trees for the South Tower CRC.

DEPARTMENT HEAD SIGNATURE

6/30/2009
CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16103

2.AA.

Pct #3 Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
432 - -> 673 = \$4,000.00
432 - -> 664 = \$1,000.00

Available account balance as of 6/23/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 03:10 PM	APRV
2	JC Carreon		06/23/2009 10:14 AM	PEND
3	Auditor's Office	Angela Garcia	06/23/2009 09:50 AM	APRV
4	Perla Lopez	Perla Lopez	06/23/2009 10:14 AM	APRV

Form Started By: Norma Ceballos
Started On: 06/18/2009 02:26 PM

Final Approval Date: 06/23/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: June 30, 2009

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct 3 Sanitation - Equip & Veh R&M Srv	673	Pct 3 Sanitation - R&B R&M Supplies	\$ 4,000.00
432	Pct 3 Sanitation - Equip & Veh R&M Srv	664	Pct 3 Sanitation - Other Minor Equip	\$ 1,000.00
TOTAL				\$ 5,000.00

REASON: To cover expected expenses and the purchase of a small compressor with an estimated cost of \$900.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16180

2.BB.

Pct.# 4 Administration Transfer

CC CONSENT

Date: 06/30/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Adm. (1204)

BACKGROUND

To cover the purchase of one computer

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
7745-->665 - \$1,000.00; Funding available as of 6/25/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:26 PM	APRV
2	Erika Zamora	Erika Zamora	06/25/2009 11:01 AM	APRV
3	Norma Silva	Norma Silva	06/25/2009 01:33 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Jr. Munoz
Started On: 06/24/2009 03:11 PM
Final Approval Date: 06/26/2009

ATTEST COUNTY CLERK

AI-16110

4.A.

**Pipeline Permit
CC CONSENT**

Date: 06/30/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. El Paso E & P Company, L.P.:
 - a. Begin on the East side of Jara Chinas Road, 4.4 Miles (23,232 ft.) North of FM Road No. 2221. Thence North along East sideok of Jara Chinas Road, 2.6 miles (13,728 ft.) to the south bdy. of Mile 14 Road.
2. North Alamo Water Supply:
 - a. Approximately 500' east of 1423 on the south side of Eldora Rd- Bore- Melinda Hernandez; 3/4" service connection.

BACKGROUND

Fiscal Impact

Attachments

Link: [pipeline permits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 02:06 PM	APRV
2	Dale Kennan	Dale Kennan	06/25/2009 09:15 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW
Form Started By: Sandra Garcia			Started On: 06/22/2009 08:23 AM	
Final Approval Date: 06/26/2009				

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 30th day of June, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

El Paso E & P Company, L.P. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 or smaller inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 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. Begin on the East side of Jara Chinas Road, 4.4miles (23,232 ft.) North of FM Road No. 2221. Thence North along East side of Jara Chinas Road, 2.6 miles (13, 728 ft.) to the south side of Mile 14 Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 6" or smaller 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.

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 30TH day of June, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

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 /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 2. Approximately 500' east of 1423 on the south side of Eldora Rd- Bore- Melinda Hernandez; ¾" 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.

AI-16112

5.A.

TAX OFFICE REFUNDS

CC CONSENT

Date: 06/30/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
L3368.01.000.0080.00	Ricardo & Rachel Garces	Ahmsi	\$3442.98
N6730.06.000.0224.00	Fabiel R & Mary V Roel	Ahmsi	\$6141.55
P2750.01.000.0211.00	Tommy L & Alma A Wheeler	American Home Mort & Ahmsi	\$2671.91

BACKGROUND

Fiscal Impact

Attachments

Link: [1st pg](#)
Link: [accts pg](#)
Link: [garces](#)
Link: [roel](#)
Link: [WHEELER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:41 PM	APRV
2	Perla Lopez	Perla Lopez	06/23/2009 10:26 AM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Hilda Fuentes
Started On: 06/22/2009 11:12 AM
Final Approval Date: 06/26/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

June 22, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

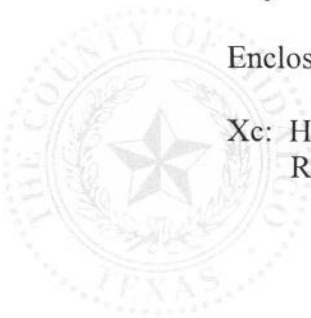
Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

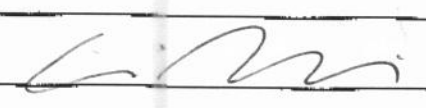
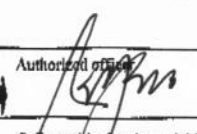
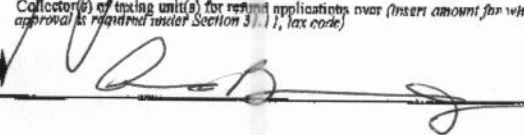
ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.L3368.01.000.0080.00	RICARDO & RACHEL GARCES	AHMSI	\$ 3,442.98
2.N6730.06.000.0224.00	FABIEL R & MARY V ROEL	AHMSI	\$ 6,141.55
3.P2750.01.000.0211.00	TOMMY L & ALMA A WHEELER	AMERICAN HOME MORT & AHMSI	\$ 2,671.91



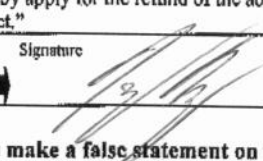
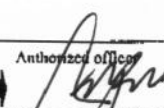
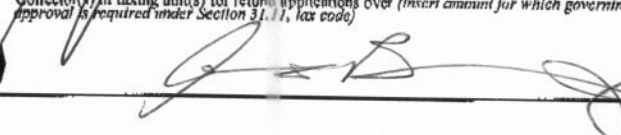
2804 S. Bus. Hwy 281 • Edinburg, TX 78539

AH 8019767490

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC					
Present mailing address (number and street) P O BOX 178		City, town or post office, state, ZIP code EDINBURG TX 78540-0178					
		Phone (area code and number) (956) 318-2157					
To apply for a tax refund, the taxpayer must complete the following							
Step 1: Owner's name and address	Owner's name AHMSI + owner: Ricardo & Rachel Garces						
	Present mailing address (number and street) P O BOX 13922						
	City, town or post office, state, ZIP code DURHAM, NC 27709		Phone (area code and number)				
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): LAS PLACITAS PH 1, SHARYLAND PLTN VLG LOT 80						
	NAME ON ACCT: RICARDO & RAQUEL GARCES						
	Address or location of property: 3411 SAN RAFAEL						
	R686497 +						
	Account number of property: L3368-01-000-0080-00 + OR 12546379						
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. ALL ENTITIES		2008	12/09	/ 08	\$ 8,233.88 +	\$ 3,442.98 +
	2.				/	\$	\$
	3.				/	\$	\$
	4.				/	\$	\$
	5. TOTAL				/	\$	\$ 3,442.98 +
	Taxpayer's reason for refund (attach supporting documentation): OVER PAYMENT						
	0834406A						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."						
	Signature 				Date of application for tax refund 4/1/09		
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.						
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5F 6-4-09				
	Authorized officer 				Date 6/17/09		
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)				Date 5-1-09		
	sign here 						

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPQ-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC					
Present mailing address (number and street) P O BOX 178		Phone (area code and number) (956) 318-2157					
City, town or post office, state, ZIP code EDINBURG TX 78540-0178							
To apply for a tax refund, the taxpayer must complete the following							
Step 1: Owner's name and address	Owner's name AHMSI - Payer owner: Fabiel R & Mary V Roel						
	Present mailing address (number and street) P O BOX 13922						
	City, town or post office, state, ZIP code DURHAM, NC 27709-3922		Phone (area code and number)				
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): NORTHRIDGE PARK PH 6 LOT 224						
	NAME ON ACCT: FABIEL R & MARY V ROEL						
	Address or location of property: 213 YELLOWHAMMER AVE						
	R573028 ↑						
	Account number of property: N6730-06-000-0224-00 ↑		Tax receipt number: OR 12573749				
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. ALL ENTITIES		2008	12/11	/ 08	\$ 11,990.98	\$ 6,141.55
	2.				/	\$	\$
	3.				/	\$	\$
	4.				/	\$	\$
	5. TOTAL				/	\$	\$ 6,141.55
	Taxpayer's reason for refund (attach supporting documentation): OVER PAYMENT						
	0834659A Lh # 21636535						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."						
	sign here 				Date of application for tax refund 5/14/09		
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.						
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved			AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JE 6-4-09			
	sign here 				Date 6/17/09		
	sign here 				Date 5/18/09		

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC					
Present mailing address (number and street) P O BOX 178							
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157					
To apply for a tax refund, the taxpayer must complete the following							
Step 1: Owner's name and address	Owner's name <i>Payer</i> AMERICAN HOME MORTGAGE +AHMSI <i>owner: Tommy L + Alma + Wheeler</i>						
	Present mailing address (number and street) 2250 DERMETER PARK DRIVE						
	City, town or post office, state, ZIP code MORRISVILLE, NC 27560		Phone (area code and number)				
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): PALMSHORES #1 LOT 211						
	NAME ON ACCT: TOMMY WHEELER						
	Address or location of property: 213 MESQUITE MEADOWS						
	R255371 ✕						
	Account number of property: P2750-01-000-0211-00 ✕		Tax receipt number: 12570316				
	OR						
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. ALL ENTITIES		2008	12/11	/ 08	\$ 20,857.65+	\$ 2,671.91 ✕
	2.				/	\$	\$
	3.				/	\$	\$
	4.				/	\$	\$
	5. TOTAL				/	\$	\$ 2,671.91 ✕
	Taxpayer's reason for refund (attach supporting documentation): OVER PAYMENT						
	0834609A Ln # 12061388						
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."						
	Signature <i>[Signature]</i> sign here				Date of application for tax refund 5/14/09		
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DE 6-4-09						
	Authorized officer <i>[Signature]</i> sign here				Date 6/17/09		
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) <i>[Signature]</i> sign here				Date 5/18/09		

AI-16137

6.A.

**Homebuyer Assistance Program
CC CONSENT**

Date: 06/30/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request approval to enter into ONE (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Felipe Carrera, Jr.	FY 2005	\$ 5,000	USDA	Lot 56 Southwind Subdivision Alamo, TX

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 01:35 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/23/2009 02:34 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Estella Webber
Started On: 06/23/2009 10:53 AM

Final Approval Date: 06/26/2009

AI-16238

7.A.

Certification of Workers' Compensation Claims paid by Tristar Risk Management
CC CONSENT

Date: 06/30/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

Self-Insured Workers' Compensation 2202:

Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$45,908.59 for the period of 06/01-15/2009, and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Invoice](#)

Link: [Breakdown by Org](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 11:42 AM	APRV
2	Dale Kennan	Dale Kennan	06/26/2009 02:39 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Flora Vazquez
Started On: 06/26/2009 10:15 AM

Final Approval Date: 06/26/2009

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

June 16, 2009

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

L HIDAL.WC
Invoice Number: 50542

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 45,908.59
6/1-6/15/09 (Check#325080-325284) are in accordance with our contract with Hidalgo County
Exhibit A, dated July 1st

TOTAL CURRENT CHARGES **\$ 45,908.59**

Previous Balance Due **\$ 92,829.27**

Payments and Credits

06/05/09 Payment received - thank you 45,851.95CR

Total Payments and Credits **\$ 45,851.95CR**

Total Balance Due **\$ 92,885.91**

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1048

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Custom Payment Total

Hidalgo County WC losses paid 6/1-6/15/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
Alternate Organization 1 Total: 1										201.69
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 66										9,628.89
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 421										36,078.01
Grand Total: 488										45,908.59

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: June 1-15, 2009

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 45,908.59.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 325080-325284) on behalf of injured employees from 06/01/2009 to 06/15/2009:

1).	Hidalgo County	\$ <u>36,078.01</u>
2).	Hidalgo County Headstart Program	\$ <u>9,628.89</u>
3).	Community Service Agency	\$ <u>00.00</u>
4).	Hidalgo County Urban County Program	\$ <u>00.00</u>
5).	Drainage District #1	\$ <u>201.69</u>

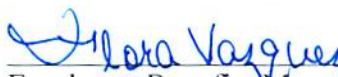
Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 45,908.59.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of June 30, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 154,091.41.

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.


Employee Benefits Manager

06/25/2009
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-16241

7.B.

**Blue Cross Blue Shield Health Insurance Claims
CC CONSENT**

Date: 06/30/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$494,423.64 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance claims for periods:

06/06-12/2009	\$ 251,184.57
06/13-19/2009	\$ 243,239.07
TOTAL:	\$ 494,423.64

2. Approval of wire transfer to cover claims paid

BACKGROUND

Fiscal Impact

Attachments

Link: [06/06-12/2009](#)

Link: [06/13 - 19/2009](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 11:49 AM	APRV
2	Dale Kennan	Dale Kennan	06/26/2009 03:46 PM	APRV
3	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Flora Vazquez
Started On: 06/26/2009 11:09 AM
Final Approval Date: 06/26/2009

Account	Corporate	Invoice	Prd	Invoice	Nu	Inv	Per	Fr	Inv	Per	To	Clm	Per	Fr	Clm	Per	To	BARS	Cus

HIDALGO COUNTY

21185 TX1	618139	126769	6/6/2009	6/12/2009	6/6/2009	6/12/2009	TX433
21185 TX1	618139	126769	6/6/2009	6/12/2009	6/6/2009	6/12/2009	TX433
21185 TX1	618139	126769	6/6/2009	6/12/2009	6/6/2009	6/12/2009	TX433

HIDALGO COUNTY

[illegible]

HEADSTART PROGRAM

21185 TX1	618139	126769	6/6/2009	6/12/2009	6/6/2009	6/12/2009	TX433

Settlement Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID

1	1	21185	9001 HIDALGO	Blue Cross	Basic Cove	845733134
1	1	21185	9001 HIDALGO	Blue Shield	Basic Cove	845733134
1	1	21185	9001 HIDALGO	Drug	Basic Cove	845733134

1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	832005009
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	835904353
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	835904353
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	835904353
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Blue Shield Basic Cove	840994015
1	1	21185	9002 HIDALGO	Drug	Basic Cove 841527333
1	1	21185	9002 HIDALGO	Drug	Basic Cove 841527333

1	1	21185	9002 HIDALGO	Blue Cross Basic Cove	841052249

Document Control	Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
0000200916051737930X	Single	6/1/2009	\$500.00	\$500.00	0.00%	\$0.00	
0000200916150613060X	Single	5/1/2009	\$303.42	\$303.42	0.00%	\$0.00	
91424882717000	Single	5/22/2009	(\$982.84)	(\$982.84)	0.00%	\$0.00	
BASIC PLAN:			(\$179.42)	(\$179.42)			
0000200916250417840X	Single	6/8/2009	\$72.13	\$72.13	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$98.38	\$98.38	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$22.31	\$22.31	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$36.66	\$36.66	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$20.94	\$20.94	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$20.46	\$20.46	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$2.67	\$2.67	0.00%	\$0.00	
0000200916250417840X	Single	6/8/2009	\$8.45	\$8.45	0.00%	\$0.00	
0000200915650486690X	Family Mer	5/29/2009	\$41.29	\$41.29	0.00%	\$0.00	
0000200915650486690X	Family Mer	5/29/2009	\$25.05	\$25.05	0.00%	\$0.00	
0000200915650486690X	Family Mer	5/29/2009	\$26.81	\$26.81	0.00%	\$0.00	
0000200915650502860X	Single	6/2/2009	\$41.29	\$41.29	0.00%	\$0.00	
0000200915650502860X	Single	6/2/2009	\$8.12	\$8.12	0.00%	\$0.00	
0000200915650502860X	Single	6/2/2009	\$3.00	\$3.00	0.00%	\$0.00	
0000200916050435120X	Single	6/2/2009	\$6.34	\$6.34	0.00%	\$0.00	
0000200916050435120X	Single	6/2/2009	\$15.49	\$15.49	0.00%	\$0.00	
0000200916050435120X	Single	6/2/2009	\$4.63	\$4.63	0.00%	\$0.00	
0000200916050435120X	Single	6/2/2009	\$9.75	\$9.75	0.00%	\$0.00	
0000200916250495180X	Single	6/1/2009	\$12.93	\$12.93	0.00%	\$0.00	
0000200916250495180X	Single	6/1/2009	\$33.40	\$33.40	0.00%	\$0.00	
0000200916250495180X	Single	6/1/2009	\$62.09	\$62.09	0.00%	\$0.00	
0000200916250495180X	Single	6/1/2009	\$69.62	\$69.62	0.00%	\$0.00	
91544646409000	Single	6/3/2009	\$183.39	\$183.39	0.00%	\$0.00	
91546035817000	Single	6/3/2009	\$26.35	\$26.35	0.00%	\$0.00	
BUY-UP PLAN:			\$851.55	\$851.55			
0000200915551605430X	Single	5/22/2009	\$1,520.00	\$1,520.00	0.00%	\$0.00	
BUY-UP PLAN:			\$1,520.00				
TOTAL:			\$2,192.13				



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 06-13-2009 THRU 06-19-2009

SECTION		
0001-0011	HIDALGO COUNTY	\$ 174,526.23
0002-0012	HEADSTART	\$ 33,545.40
0003-0013	APPRAISAL DISTRICT	\$ 2,455.16
0004-0014	COMMUNITY SERVICE	\$ 2,618.26
0005-0015	DRAINAGE DISTRICT	\$ 12,320.49
9001-9002	COBRA	\$ 4,479.97
0006-0016	RETIREE	\$ 13,293.56
TOTALS		\$ 243,239.07

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF: June 06-19-2009

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA)
Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the
County's CLAIMS PAYING ACCOUNT in the amount of \$ 494,423.64.

- 1). Hidalgo County
- 2). Hidalgo County Headstart Program
- 3). Hidalgo County Community Service Agency
- 4). Hidalgo County Urban County Program
- 5). Hidalgo County Drainage District #1
- 6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates
06/06/09 to 06/19/09 is \$ 494,423.64.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the
Commissioners' Court Agenda of June 30, 2009.

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

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vazquez
Employee Benefits Manager

06/25/2009
Date

Dept. of Budget & Management Chief Administrator

Date

Commissioner's Court Approval

Date

AI-16083

8.A.

New Copier Lease Agreement

CC CONSENT

Date: 06/30/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to enter into a 39-month new copier (operating) lease for a WC7345P color copier/printer through our membership/participation with TCPN's awarded vendor, Xerox contract #072391200 for the JP Precinct 3, PL 1 through requisition #157257 for the amount of \$379.10./month effective upon approval (9-1100-412-00-065-001-0-442)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 91100412000650010442
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$2,274.60 available funding on requisition no. 157257 as of 06/25/09. rc

Attachments

Link: [Copier Lease Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2009 09:34 AM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 01:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2009 02:14 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Matilde Faz
Started On: 06/17/2009 02:50 PM
Final Approval Date: 06/26/2009

Requisition

Req # 00157257

PO #

Date: 06/17/09

*Consent
#16083
6/30/09*

Bill To: x
x

Vendor : 42129

XEROX CORPORATION
P.O. BOX 650361

PNC BANK

1200 E CAMPBELL, STE 108

RICHARDSON TX 75081

Ship To: JP PCT 3, PL 1
730 BREEYFOGLE, SUITE C
MISSION TX 78572

Contact: KECHAVARRIA
956-519-8422

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	WC7345 COLOR COPIER/PRINTER VENDOR: 02968 XEROX CORPORATION BRAND: XEROX MODEL: W7345;SUB:W7345 DIGITAL COPIER DESCRIPTION: WITH 3 TRAYS MODULE, DUPLEX,DADF,128 MB & FCFIN-OFFICE FINISHER ENVIRONMENTALLY FRIENDLY-FIRST CHOICE	.00	.00
6.00	MONTH	MONTHLY RENTAL RATE (INCLUDES INSTALLATION, REMOVAL AND SUPPLIES) INCLUDES 2,500 BLK COPIES A MONTH 250 COLOR COPIES A MONTH; ALL ADDIONAL COPIES AT \$.0090 BLK, 0.0896 CLR EACH	379.10	2,274.60
1.00	MONTH	TRADE UNIT SERIAL #TFN697453	.00	.00
1.00	MONTH	AS PER CONTRACT #072391200	.00	.00
		Account No	Encumbrance	
		9-1100-412-00-065-001-0-442	2,274.60	
			Freight	.00
			Total	2,274.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg # 157257

Lease Pricing PROPOSAL



Presented to HIDALGO COUNTY JP PCT-3 PL-1

By Damaris Morales

On 5/13/2009

CASH PURCHASE OPTION: 19,784.90

FIXED PURCHASE OPTION: \$419.10 WITH 2,500 BLACK COPIES AND 250 COLOR COPIES A MONTH

Negotiated Contract : 072391200

Solution					
Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. WC7345P (WC7345 PRINTER)	- 3-tray Module - Office Finisher - Customer Ed - Analyst Services	Lease Term:	39 months	- Xerox WCP2128 S/N TFN697453	6/3/2009
		Purchase Option:	FMV	Trade-In as of Payment 35	

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC7345P	\$379.10	1: Total B&W	1 - 2,500	Included	- Consumable Supplies Included for all prints
			2,501+	\$0.0090	
		2: Total Color	1 - 250	Included	
			251+	\$0.0896	
Total	\$379.10	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY JP PCT-3 PL-1.

If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 6/12/2009.

For any questions, please contact me at (956)682-1820



Consent
#16083 6/30/09

Capital Lease Versus Operating Lease Test

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	3a Lease Term in Months	3b Est. Economic Useful Life in Months	4a Total Principal Pmts Over Lease Term	4b FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
2009	sample ROW	11/12/2007	WC 7655 Copier-Printer	N	N	39	60	\$6,495	\$5,279	Capital Lease
		3/24/2009	WC 7655 Copier-Printer	N	N	48	60	\$37,215	\$37,241	Capital Lease
	ROW	5/27/2008	W5030 COPIER W/STAND	N	N	36	60	\$5,518	\$5,518	Capital Lease
		3/24/2009	WC7655 COPIER PRNTR	N	N	48	60	\$37,215	\$37,241	Capital Lease
	TX OFF XR	8/12/2008	CC20 COPIER	N	N	36	60	\$3,433	\$3,933	Operating Lease
	JP 3 PL 2	8/12/2008	CC123 COPIER	N	N	48	60	\$10,863	\$10,863	Capital Lease
	332ND	8/13/2008	w5638 copier	N	N	48	60	\$9,214	\$9,214	Capital Lease
	JUVENILE	8/13/2008	W5655 COPIER	N	N	48	60	\$21,138		Capital Lease
	DIST. CLK	10/1/2008	TOSHIBA 850	N	N	4	4	1,710		Capital Lease
		10/1/2008	wc4150 copier	N	N	48	60	6,714		Capital Lease
	Instruction: treasurer	11/1/2008	w5632 copier	n	n	48	60	3,199		Capital Lease
	5/29/2009 Aux. Crt.	5/29/2009	WC4260S/PRINTER	N	N	48	60	2,511		Capital Lease
	5/26/2009 PCT 2	5/26/2009	W5030PH PRNT W/HCF	N	N	39	60	7,612	8,726	Operating Lease
	5/26/2009 PCT 2	5/26/2009	WC5222 COPIER	N	N	39	60	7,730	16,170	Operating Lease
	6/15/2009 CO PC 4	6/15/2009	E-STUDIO 283 TOSHIBA	N	N	39	60	5,440	16,170	Operating Lease
	6/30/2009 JP3 PL 1	6/30/2009	WC7345P PRINTER	N	N	36	60	5,639	3,676	Capital Lease
				N	N	39	60	14,785	19,785	Operating Lease

1. Overwrite the first record which is provided as a sample.
2. Enter values in the mandatory fields (green highlight) are entered and the optional fields (peach highlighted), if available.
3. The results of the test will display in the last column.
4. Highlight the basis of your answers to the above test criteria on the source documents.
5. For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.

AI-16111

8.B.

Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

CC CONSENT

Date: 06/30/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval for Hidalgo County to accept the "revised" budget request from the following clinic, which does not exceed the original awarded amount (Commissioners Court-04-07-08) for: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management with "Physicians' Educational Foundation with C-07-402-03-25".

BACKGROUND

The approved revised budget does not change, their only change were within their line items as submitted in their "revised" budget report.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-340-038-0-843
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary impact. It is only for approval of the revised budget request as submitted by the requester.

Available balance as of 6-24-09 \$112,670.48

Attachments

Link: [Revised Request With Physicians' Educational](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department		06/26/2009 05:13 PM	PEND
2		Budget & Management	Rosie Cantu	06/24/2009 08:16 AM	APRV
3		Manuel Chapa	Manuel Chapa	06/24/2009 04:23 PM	APRV
4		Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/22/2009 10:18 AM

Final Approval Date: 06/26/2009

Evangelina Garcia

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Friday, June 19, 2009 1:08 PM
To: Evangelina Garcia
Cc: dairen.sarmiento@hchd.org; becky.luna@auditor.co.hidalgo.tx.us
Subject: FW: revised pef budget 6-15-09
Attachments: pef revised budget 6-15-09.pdf

Vangie,

As per Dairen, please place on next CC agenda.

This should be the last Budget Amendment for these grants.

Thanks,

Mike E.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Friday, June 19, 2009 8:56 AM
To: mike.escaname@auditor.co.hidalgo.tx.us
Subject: revised pef budget 6-15-09

Please place this on the next cc agenda. This revised budget will pertain to the Dec 2008 - April 2009 reports.

Dairen Sarmiento, Human Services Director
County Indigent Health Care Program
(956) 318-2011 extension 424
(956) 318-2019 fax

ATTACHMENT "B"

GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT:

HIDALGO COUNTY
HUMAN SERVICES
Demonstration Program Primary/Specialty Health Care
Services And/Or Targeted Case Management Services

AGENCY:

2009 JUN 18 PM 4:15
Physicians' Educational Foundation

CONTACT PERSON:

Melissa Pena

GRANT FUNDING REQUEST:

\$187,770.00

AMOUNT APPROVED BY CC:

~~\$187,770.00~~
\$163,630.00

RECEIVED

**GRANT FUNDING MONTHLY
REIMBURSEMENT BASIS EFFECTIVE**

April 15, 2008 (Upon full execution by both parties)

<u>Personnel</u>	<u>Time (FTEs)</u>	<u>Annual Cost</u>	<u>Approved Annual Cost</u>
<u>Clinical:</u>			
Steven M. Stoltz, MD	0.15	\$25,000.00	\$21,785.00
UTHSCSA Resident	0.15	6,500.00	5,664.00
UTHSCSA Faculty	0.15	11,500.00	10,022.00
Lab/Support Personnel	0.15	1,200.00	3,448.30
<u>Promotoras:</u>			
Bonny Medina	0.25	5,200.00	11,465.00
Ester Carbajal	0.25	5,200.00	11,465.00
Total Personnel		\$54,600.00	\$63,849.30
 <u>Travel</u>			
Local Mileage	.485 Cents Per Mile (estimated Travel Mileage – 1,680 Miles)		2,939.16
 <u>Other Direct Cost</u>			
<u>Exam Costs</u>			
Health Maintenance Exam		40,000.00	21,047.00
Height, Weight, Blood Pressure, and BMI		-0-	-0-
Clinical Breast Exam		-0-	-0-
Pelvic Exam With Pap Smear		18,000.00	22,800.00
Chlamydia and Gonorrhea Screen		6,440.00	3,684.00
Fecal Occult Blood Testing		9,360.00	1,440.00
Osteoporosis Test		-0-	-0-
Prostate Cancer Test		-0-	-0-
Depression Screen		-0-	-0-
Lipid Panel		11,480.00	15,250.54
Diabetes Screen w/A1c		6,000.00	11,168.00
TSH Screen		760.00	608.00
Get up and Go Test		-0-	-0-
HIV Testing		1,110.00	630.00
Comprehensive Metabolic Profile		4,305.00	1,605.00
Follow-up Visit		25,800.00	11,040.00
Total Exam Costs		\$123,655.00	\$ 89,272.54
Evaluation Services		8,700.00	7,569.00
Total Direct Costs		\$187,770.00	\$163,630.00

Rev. 06/15/09

AI-16198

8.C.

**Requesting approval of invoice payment for invoice no. 09066 & 09067
CC CONSENT**

Date: 06/30/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Approval of Request for Payment on invoice no. 09066 in the amount of \$25,103.93 for "Prairie View Heights Subdivision Phase I" as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.
2. Approval of Request for Payment on invoice no. 09067 in the amount of \$17,687.25 for "Prairie View Heights Subdivision Phase II" as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-073-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
For A: Available funds in P.O. #622646 of \$71,725.50 as of 6/25/09.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-074-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
For B: Available funds in P.O. #622459 of \$58,957.50 as of 6/25/09.

Attachments

Link: [Invoice 09066](#)

Link: [Invoice 09067](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:46 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:54 AM	APRV
3	Perla Lopez	Perla Lopez	06/25/2009 10:29 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rocio Villarreal

Started On: 06/24/2009 04:26
PM

Final Approval Date: 06/26/2009

Javier Hinojosa Engineering
 416 E. Dove Avenue
 McAllen, TX 78504
 956/668-1588 Fax: 956/994-8102

Invoice No. 09066

Com. Flores

*154/105
622646*

Customer		Date: June 23, 2009 Project Name: Prairie View Heights Subdivision Phase I
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

Description
Engineering services rendered for completion of the Preliminary Phase and towards completion of the Design Phase for the Drainage Improvements for the Prairie View Heights Subdivision Phase I. P.O.#622646 CONTRACT AMT.: <u>\$71,725.50</u>

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary Phase 25%	\$17,931.38	100%	\$17,931.38	\$0.00	\$17,931.38	\$0.00
Design Phase 50%	\$35,862.75	20%	\$7,172.55	\$0.00	\$7,172.55	\$28,690.20
Construction Phase 25%	\$17,931.38	0%	\$0.00	\$0.00	\$0.00	\$17,931.38
TOTAL	\$71,725.50	35%	\$25,103.93	\$0.00	\$25,103.93	\$46,621.58

TOTAL AMOUNT DUE THIS INVOICE:

\$25,103.93

Javier Hinojosa
 Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY Joe Flores ON 6/23/09
 GOODS/SERVICES RECEIVED BY Joe Flores ON 6/23/09

9-1339-431-00-123-073-0-73

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09067

Com. Flores

154108
622 459

Customer		Date: June 23, 2009 Project Name: Prairie View Heights Subdivision Phase II
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores		

Description	
Engineering services rendered for completion of the Preliminary Phase and towards completion of the Design Phase for the Drainage Improvements for the Prairie View Heights Subdivision Phase II. P.O.#622459 CONTRACT AMT.: <u>\$58,957.50</u>	

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$14,739.38	100%	\$14,739.38	\$0.00	\$14,739.38	\$0.00
Design						
Phase 50%	\$29,478.75	10%	\$2,947.88	\$0.00	\$2,947.88	\$26,530.88
Construction						
Phase 25%	\$14,739.38	0%	\$0.00	\$0.00	\$0.00	\$14,739.38
TOTAL	\$58,957.50	30%	\$17,687.25	\$0.00	\$17,687.25	\$41,270.25

TOTAL AMOUNT DUE THIS INVOICE:

\$17,687.25

[Signature]
 Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY *JAC* ON *6/24/09*
 GOODS/SERVICES RECEIVED BY *Com Flores* ON *6/23/09*
9-1331-431-W-123-074-0-73

AI-16187

8.D.

**Requesting Approval of Work Auth. 4 & 5 with Javier Hinojosa for Pct 3
CC CONSENT**

Date: 06/30/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Acceptance, and approval of Work Authorization No. 4 (with an estimated cost of \$2,000.00) for "Drainage Improvements within Prairie View Heights Subdivision Phase I" with Javier Hinojosa, to provide engineering services to Hidalgo County Precinct No. 3. C-08-505-01-20

2. Acceptance, and approval of Work Authorization No. 5 (with an estimated cost of \$1,500.00) for "Prairie View Heights Subdivision Phase II" with Javier Hinojosa, to provide engineering services to Hidalgo County Precinct No. 3. C-08-505-01-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-073-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
For A: Available balance as of 6/25/09 is \$228,274.50.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-074-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
For B: Available balance as of 6/25/09 is \$241,042.50.

Attachments

Link: [WA 4 & 5](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:45 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:32 AM	APRV
3	Perla Lopez	Perla Lopez	06/25/2009 09:38 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rocio Villarreal

Started On: 06/24/2009 03:44
PM

Final Approval Date: 06/26/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services** required for the preparation of surveys and metes and bounds descriptions for two easements required for the drainage improvements within **Prairie View Heights Subdivision Phase I**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$2,000.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No. 9-1339-431-10-123-023-1-733

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 or _____.

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.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 4.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: 

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 _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING


By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Hidalgo County Precinct No. 3 Drainage Improvements
Prairie View Heights Subdivision Phase I
Prepared By: Javier Hinojosa Engineering
June 19, 2009

A. Prairie View Heights Subdivision Phase I : Engineering Fee - Easement Parcels (2 Each @ \$1,000.00)

Engineering Fee : \$2,000.00

HIDALGO COUNTY
Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN, Texas**, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide **Engineering Services** required for the preparation of survey and metes and bounds description for the holding pond located within **Prairie View Heights Subdivision Phase II**.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$1,500.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:

Account No. 9-1339-43100-1338740-735

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 or _____.

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.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 5.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: 

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 _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY


By: Javier Hinojosa, P.E, Owner

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

EXHIBIT "D"
Hidalgo County Precinct No. 3 Drainage Improvements
Prairie View Heights Subdivision Phase II
Prepared By: Javier Hinojosa Engineering
June 19, 2009

A. Prairie View Heights Subdivision Phase II : Engineering Fee - Holding Pond Parcel (1 Each @ \$1,500.00)

Engineering Fee : \$1,500.00

AI-16193

8.E.

Requesting Approval of Work Authorization No. 1 with Javier Hinojosa Engineering for Pct 3

CC CONSENT

Date: 06/30/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of Work Authorization No. 1 (with an estimated cost of \$10,024.10) with Javier Hinojosa Engineering to provide engineering services for the "Paving Improvements of Tony Diaz Subdivision (located northwest corner of N. Conway Ave. and S.H. 107)." Contract No. C-09-176-04-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance as of 6/25/09 is \$136,892.14.

Attachments

Link: [WA 1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:46 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:47 AM	APRV
3	Perla Lopez	Perla Lopez	06/25/2009 10:06 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rocio Villarreal
Started On: 06/24/2009 04:12 PM
Final Approval Date: 06/26/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-176-04-28
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of construction plans and specifications for the paving improvements of Tony Diaz Subdivision located at the northwest corner of North Conway Avenue and S.H. 107.**

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$10,024.10**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 9-1245-431-40-125-065-2731

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 or
_____.

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.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: 

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 _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING


By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

1	Unc. Excavation	2,000	CY	@	\$3.00	=	\$6,000.00
2	Subgrade Preparation	3,920	SY	@	\$2.50	=	\$9,800.00
3	8" Caliche Base	3,920	SY	@	\$7.00	=	\$27,440.00
4	1 1/2" HMAC (Type "D")	3,360	SY	@	\$7.50	=	\$25,200.00
5	18" RCP Culverts	120	LF	@	\$25.00	=	\$3,000.00
6	Regrade Bar Ditches	2,520	LF	@	\$1.50	=	\$3,780.00
7	Safety End Treatments	4	EA	@	\$300.00	=	\$1,200.00
	Subtotal					:	\$76,420.00
	Engineering Design Fee					:	\$8,024.10
	Right of Way Surveying Fee					:	\$2,000.00
	Contingency (10%)					:	\$7,642.00
	Laboratory Testing					:	\$2,292.60
	Total					:	\$96,378.70

AI-16185

8.F.

**Requesting Approval of Payment No. 13 for VA Architecture for the New
Offices for Hidalgo County Pct 4**

CC CONSENT

Date: 06/30/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Request for Payment No. 13 (Reimbursable) in the amount of \$440.00, from V-A Architecture, contracted architect for "New Offices for Hidalgo County Pct. 4." C-07-033-04

BACKGROUND

PO# 583868 C-07-033-04-17 Inv#07-1002

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1301-419-40-124-034-0-720
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 583868 available balance as of 6-26-09 \$835.06. Funding available as of 6-26-09.

Attachments

Link: [Memo](#)

Link: [Pmt No 13](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:43 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:29 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 08:25 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rocio Villarreal
Started On: 06/24/2009 03:26 PM
Final Approval Date: 06/26/2009



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JUNE 22, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #07-1002: CONTRACT #07-033-04-07

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #07-1002 IN THE AMOUNT OF \$440.00 FOR VA ARCHITECTURE, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #583868,
ACCOUNT: **9-1301-419-40-124-034-0-720**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

ATTACHMENTS: Inv., 07-1002 & P.O. 583868

V·A Architecture

REQUEST FOR PAYMENT NO: Thirteen - Reimbursable

Project Name: New Offices for Hidalgo County Pct. #4
Edinburg, Texas
Architctural Firm: V-A Architecture

No. 07-1002

Address: 2029 Industrial Drive
City/State McAllen, Texas 78504

PO #583868

Scope of Services	Invoice	Multiplier	Total Due	Less Prev. Payments	Amount Due This Request
Reimburxables: TDLR Inspection	*\$ 400.00	1.1	*\$ 440.00	*\$ 0.00	*\$ 440.00
TOTALS	*\$ 400.00		*\$ 440.00	*\$ 0.00	*\$ 440.00
Total Amount This Request					*\$ 440.00

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture June 11, 2009
Architect Date

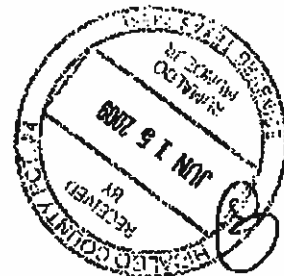
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

e-07 033-04-07

9-1301-419-40-124-034-0-720

Pct. # 480
Pur. Req. # 109137
P.O. # 583868



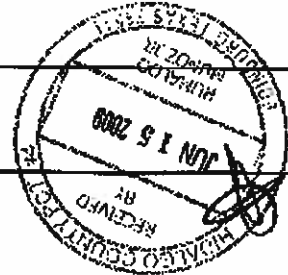
INVOICE RECEIVED BY: [Signature]
ON 6-15-09
GOODS/SERVICES RECEIVED BY: [Signature]
ON 6-15-09

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

**B.
Review and Approval by Hidalgo County Precinct 4
of Architect's Request for Payment**

Project	Construction of New Offices for Hidalgo County Pct. 4
Purchase Order #:	583868
Request for Payment :	#13
Submitted by:	V-A Architecture
For Period to:	06/11/08
In the amount of:	\$440.00



Reviewed and Approved by:


Oscar L. Garza, Commissioner
Hidalgo County Pct. 4

Date:

6-15-09

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

Request for Fuel Cards**CC CONSENT**

Date: 06/30/2009
 Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information**CAPTION**

1. Approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

- a. Constable Pct. 2
- b. Constable Pct. 4

2. If applicable, authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui 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;

N/A

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1100-421-00-292-001-0-626
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 \$20,044.70 available funding in const. pct. no. 2 as of 06/25/09.

FISCAL YEAR: ACCT. #: 9-1100-421-00-294-001-0-626
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 \$15,000.00 available funding in const. pct. no. 4 as of 06/25/09.

Attachments

Link: [const pct2 7.30.09](#)

Link: [const pct4 7.30.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:34 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:16 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2009 11:01 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 06/24/2009 03:02 PM

Final Approval Date: 06/26/2009

FUEL CREDIT 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

Department:	Hidalgo County Constable 2		
Billing Address:	503 S Standard San Juan, TX. 78559		
Fuel Card Manager:	Priscilla Mora		
	This person can not have use of the fuel card		
Phone Number:	(966) 783-4664	County Email:	
Web user Name:		Password:	
Hidalgo Co Acct Number:	9-1100-421-00-292-001-0-6166		
Requested By:	 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 (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number

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.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Leonel R. Vecchio SR	06-18-79	142913		

FUEL CREDIT CARD REQUEST FORM

 **ORIGINAL**

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

Department:	HIDALGO COUNTY CONSTABLE PRECINCT 4		
Billing Address:	1212 So. 25 TH ST. EDINBURG, TEXAS 78542		
Fuel Card Manager:	RAUL E. GARCIA		
This person can not have use of the fuel card			
Phone Number:	956-383-8560	County Email:	RAUL.GARCIA@CO.HIDALGO.TX.US
Web user Name:	RGARCIA	Password:	
Hidalgo Co Acct Number:	9-1100-421-00-294-001-0-626		
Requested By:	J.E. "EDDIE" GUERRA		
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 (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
TX- 106 2144	VEHICLE- 2009 FORD F150	1FTRW14869FB13294	
TX- 106 2145	VEHICLE- 2009 FORD F150	1FTRW14869FB13295	

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.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy

AI-16140

8.H.

**ROADWAY LIGHT FIXTURES MAINTENANCE (HIDALGO COUNTY
PRECINCTS' No. 1 & 3)**

CC CONSENT

Date: 06/30/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Pursuant to a requirement by TxDot, authority for Purchasing Department to draft and issue a letter giving permission to awarded and contracted vendor (LUMATEC LIGHTING SERVICE-contract #09-095-04-28) to acquire permits necessary for the repair/maintenance of expressway illumination for Hidalgo County.

BACKGROUND

email from vendor stating the need for said requirement
sample of blanket letter (letter may be modified)

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact ----Hidalgo County Purchasing Department will draft/issue letter to vendor.

Attachments

Link: [sample letter to TxDot](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/23/2009 04:31 PM	APRV
2	Budget & Management	Rosie Cantu	06/24/2009 08:19 AM	APRV
3	Perla Lopez	Perla Lopez	06/24/2009 02:15 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Olga Montero

Started On: 06/23/2009 01:51 PM

Final Approval Date: 06/26/2009

Olga Montero

From: Victor Rios / Mary Arredondo [lumateclighting2000@yahoo.com]
Sent: Wednesday, June 17, 2009 4:27 PM
To: olga montero
Subject: Sample Letter: To Acquire Permits frm TXDot Dept. to wrk on Expressway Illumination
Attachments: Hidalgo County SAMPLE Ltr forTXDot to get permits.doc

Hi, Olga Montero:

I have attached a doc copy of the sample letter.

This is a blanket letter that is being requested by TxDot, the representative for TxDot is Mr. Pete Alvarez his position is Director of Maintenance department. This letter is just saying that Hidalgo County is giving us permission to request a permit under thier name from TxDot to work on any area that has & needs the Illumination system to be repair or worked on. reason for asking for a blanket letter is to avoid delays on any repairs needed and to avoid to request a letter every time we need to work on the illumination system for the Hidalgo County.

If you wish to mofify this blanket letter please feel free do so and please send us a copy on your letter head where we can keep in file to use when needed with your approval to processed with this letter.

Thank you,

Victor T Rios
Owner

SAMPLE LETTER

Hidalgo County
Letter Head

To: Permit Department

RE: Hidalgo County

As per the agreement between TX Dot and Hidalgo County: to be performed on maintenance of continuous illumination system on US 83.

This is to inform you that Lumatec Lighting Service, P O Box 2225, McAllen TX 78502, was awarded a contract to maintain the Expressway illumination on the area that pertains to the Hidalgo County; we authorize Lumatec Lighting Service to acquire permits necessary to repair Expressway illumination when request is made with P O #.

Thank you,

AI-16147

8.I.

**Sex Offender Program Group Therapy
CC CONSENT**

Date: 06/30/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting Authority to Advertise and approval of procurement packet(i.e. specifications/requirements, legal notice, draft agreement etc.) as attached hereto for: Hidalgo County-Community Supervision & Correctional Department-"Sex Offender Program Group Therapy" RFP NO. 2009-282-07-22-MEG

BACKGROUND

Current Contract Expires on August 31, 2009
Proposed Schedule of Events: 1st Advertisement: July 4, 2009
2nd Advertisement: July 11, 2009
Bid Opening Date: July 22, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-002-9-339
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
\$31,665.00 available balance as of 06/25/09. rc

Attachments

Link: [BID PACKET](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2009 11:05 AM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 01:30 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2009 02:25 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Elena Gomez
Started On: 06/23/2009 02:54 PM
Final Approval Date: 06/26/2009

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.

“SEX OFFENDER PROGRAM GROUP THERAPY”

RFP No: 2009-282-07-22-MEG

July 22, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **HIDALGO COUNTY CSCD –“SEX OFFENDER PROGRAM GROUP THERAPY”** in accordance with the requirements attached as Exhibit "A" hereto. Proposals should address all specifications set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. **One (1) original and seven (7) copies** of all sealed proposals are required with the Proposers name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFP-2009-282-07-22-MEG HIDALGO COUNTY CSCD- “SEX OFFENDER PROGRAM GROUP THERAPY”** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., 22, JULY 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL RFP-2009-282-07-22-MEG HIDALGO COUNTY CSCD- “SEX OFFENDER PROGRAM GROUP THERAPY”.** Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances made to be responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taken into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposals and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive requirements are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within ninety (90) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: Applicable when products, goods and/or services are to be delivered to the perspective user (department).
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

- d) Notation - **HIDALGO COUNTY CSCD-"SEX OFFENDER PROGRAM GROUP THERAPY"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Joe Lopez, Executive Director
Hidalgo County Community Supervision and Corrections Department
3100 So. Bus. Hwy 281 Bldg. B
Edinburg, TX 78539
(956) 318-2920

17. Schedule of Events

Proposal Opening, 9:30 AM	<u>JULY 22</u>, 2009
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all proposers shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.~~

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

. ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier of successful proposer in the execution of, or performance under, any contract which may result from proposal award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful proposer shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the requirements and/or all warranties provided under the Uniform Commercial Code and be

free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting requirements shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

RFP
for
HIDALGO COUNTY CSCD
"SEX OFFENDER PROGRAM GROUP THERAPY"
RFP No: 2009-282-07-22-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy. Business 281, New Administration Building, Edinburg, Texas,
956-318-2626

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:

Address:

By:

Printed Name:

Title:

Signature of Proposer

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals
RFP NO: 2009-282-07-22-MEG

OVERVIEW

Hidalgo County is seeking sealed proposals for Licensed & Certified Therapist to provide "**Sex Offender Program Group Therapy**" for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Sex Offender Program Group Therapy**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JULY 22, 2009**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2009-282-07-22-MEG
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2009-282-07-22-MEG
"SEX OFFENDER PROGRAM GROUP THERAPY"

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County will asset Hidalgo County Community Supervision & Corrections Department in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN WEDNESDAY, JULY 15, 2009, at 5:00 P.M.** at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, JULY 17, 2009, 2009 AT 5:00P.M..** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex,

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals

national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. Please sign the original in **blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals
RFP NO: 2009-282-07-22-MEG

SECTION II - RFP REQUIREMENTS

Request for Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for two (2) year period, September 1, 2009 – August 31, 2011, (24-months), with the County's option to renew for additional one (1) year term. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION IIA-SCOPE OF SERVICES

SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter. If proposer/PARTICIPANT cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

The intent of this solicitation is to acquire the services of a licensed & certified therapist on as-needed and emergency basis. Sex offender program group therapy may include therapy on a one-to-one basis.

QUALIFICATIONS:

- The licensed & certified therapist must have a **Master's** level degree and be certified by the State of Texas as a Sex Offender Therapy Provider in good standing.

SERVICES:

The PARTICIPANT shall, in accordance with all terms of this agreement, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the department as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

Provide Group therapy which utilizes cognitive-behavioral treatment approaches for the clients referred by the Sex Offender Program Community Supervision Officer and/or Specialized Caseload Section Supervisor.

Prepare and submit the following to the Community Supervision Officer:

1. A verification of a signed treatment contract;
2. Provide a written evaluation and a treatment plan to the Supervision Officer within 30 days after the sex offender is enrolled in a treatment program and an updated treatment plan, as needed;
3. A report, by the 15th day of each month, stating the total number of counseling session attended by the client and his/her progress/regress;
4. Notify the Community Supervision Officer of the following by the end of the next business day;
 - a. Any failure to attend treatment. Serious non-compliance with the treatment program, such as continued non-compliance or refusal to complete homework assignments, inappropriate or aggressive behaviors, poor participation and failure to pay treatment fees.
 - b. When the need arises to unsuccessfully terminate or suspend the offender from treatment. Termination shall not occur without communication with the Community Supervisor Officer.
 - c. A change in treatment provider shall not occur without communication with the Community Supervision Officer.
 - d. Engaging in high-risk behavior and/or violating supervision condition or treatment rules.

A report or summary detailing the reasons for termination or suspension from the treatment program and recommendations for further case management.

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals
RFP NO: 2009-282-07-22-MEG

Provide on-going consultation to the Community Supervision Officer as may be deemed necessary by Department, PARTICIPANT or Community Supervision Officer. The CSCD will provide facilities to hold such group sessions.

DAVIS BACON ACT (IF APPLICABLE):

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

DIAGNOSIS:

In its treatment or provision of services to Defendants, PARTICIPANT shall:

- a. Provide appropriate treatment or services as designated by department;
- b. Coordinate with department to identify needs of Defendants that are beyond the scope of PARTICIPANT's Services and make appropriate referrals in such circumstances; and
- c. Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

PARTICIPATION:

In order to ensure maximum participation of Defendants in its program, PARTICIPANT shall:

- a. Contact department within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;
- b. Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and
- c. The PARTICIPANT must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date and be signed by the counselor and the Defendant.

DISCHARGE:

The discharge of any Defendant shall be made in accordance with the following:

- a. Prior to discharge, PARTICIPANT shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to department within three (3) days of such discharge; and
- b. Under no circumstances may PARTICIPANT discharge any Defendant without having furnished department with prior written notification thereof.

REFERRALS

The department retains control over the Defendants referred to PARTICIPANT for the provision services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the department for further action. The process by which this action will occur will be addressed in the Operations Plan.

NO SHOWS

Department will not pay the full rate to PARTICIPANT for Defendants who fail to attend sessions or meetings.

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals

COURT TESTIMONY

PARTICIPANT agrees to provide testimony in court, if required, at no additional cost to the department.

POLICIES AND PROCEDURES

The services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to department prior to implementation. PARTICIPANT shall notify the department in writing of deviations from such policies and procedures, whether temporary or permanent.

COORDINATION WITH DEPARTMENT

PARTICIPANT shall coordinate the following tasks with the department:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the department directs; and
- d) Comply with department operational policies and procedures as set forth by the department Program and/or the State program.

The PARTICIPANT shall submit the billing statement to the CSCD, PO Box 970 Edinburg, Texas 78540, only after the service has been rendered. The PARTICIPANT shall ensure that the billing statement be received by the 10th day of each month.

The PARTICIPANT shall treat the client's record as confidential in accordance with federal regulations and state laws. The PARTICIPANT shall release information as indicated in the Release of Confidential Information.

The PARTICIPANT shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said PARTICIPANT and for clients, inmates, patients and residents served by the PARTICIPANT in accordance with the provision found in Acts 1989, 71st Leg., Ch.1195, Section 5.03 and Section 5.04.

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Exhibit "A"
"SEX OFFENDER PROGRAM GROUP THERAPY"
Request for Proposals
RFP NO: 2009-282-07-22-MEG

Proposal Ranking: A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

Negotiation Process: The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on JULY 22, 2009.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT “B”
SELECTION CRITERIA

“Sex Offender Program Group Therapy”

RFP NO. 2009-282-07-22-MEG

EXHIBIT "B"
HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
"SEX OFFENDER PROGRAM GROUP THERAPY"
RFP: 2009-282-07-22-MEG

SELECTION/EVALUATION/RANKING CRITERIA

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service "Hidalgo County Community Supervision & Correction Department"

Section Criteria

Score

1. THOROUGHNESS OF REQUESTED INFORMATION :

The Provider(s)" should provide information related to its qualifications, experience and must be registered and licensed to practice in the State Of Texas as required. The Provider(s) must provide a copy of certificates, licenses, permits, etc., and any other credentials/registrations or other pertinent information that demonstrates qualifications.

2. UNDERSTANDING THE SERVICES/METHODOLOGY:

The Provider(s) must state, the approach and/or methodology, in achieving and rendering all services detailed and required. Provider(s) should include any local issues or concerns that directly affect the Provider"(s) understanding of the project.

3. CAPABILITY TO PERFORM SERVICES REQUIRED

The Provider must provide appropriate evidence of adequate staffing and resources to perform these services. Have the personnel level and equipment necessary to provide immediate service when necessary or on an "as needed basis" to ensure minimal "down" time.

4. EXPERIENCE WITH SIMILAR PROJECTS

The Provider must show prove of experience and knowledge necessary to provide the appropriate systems and perform all the required services.

5. CAPABILITY TO MEET SCHEDULES & DEADLINES

If the Provider(s) currently has an active practice, they must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal".

6. CURRENT WORKLOAD AND ABILITY TO COMMENCE VARIOUS REQUESTED PROJECTS SIMULTANEOUSLY.

Provide sufficient professional background (references) indicative of outstanding, or exceptional, performance in city, county and other entities in the area.

EVALUATION FORM

“SEX OFFENDER PROGRAM GROUP THERAPY”

RESPONSIVENESS: _____

Total Point Possible 25 Pts.

A. THOROUGHNESS OF REQUESTED INFORMATION

(10 PTS.)

B. UNDERSTANDING THE PROJECT

(15 PTS.)

Comments: _____

FIRM CAPABILITIES _____

Total Point Possible 75 Pts.

A. CAPABILITY TO PERFORM SERVICES REQUIRED

(25 PTS.)

B. EXPERIENCE WITH SIMILAR PROJECTS

(15 PTS)

C. CAPABILITY TO MEET SCHEDULES & DEADLINES

(15 PTS.)

**D. CURRENT WORKLOAD AND ABILITY TO COMMENCE
VARIOUS REQUESTED PROJECTS SIMULTANEOUSLY.**

(20 PTS.)

Comments: _____

Provider: _____

Evaluator: _____

Date: _____

SECTION VIII

GROUP 3 SERVICES

**(OTHER “TREATMENT” SERVICES--
NON-SUBSTANCE ABUSE)**

**OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

INSTRUCTIONS FOR OFFENDER “TREATMENT” SERVICES CONTRACTS (OTHER THAN SUBSTANCE ABUSE)

It is recommended that CSCDs use the standard treatment clauses in this section of the manual for all contracts with vendors who provide direct treatment services to offenders. However, for offender treatment services contracts (other than substance abuse) that are less than \$25,000, CSCDs may use the abbreviated clauses (Group 4 services) in Section IX which are designed for non-treatment services.

For identified treatment services over \$25,000 per vendor per year, the CSCD must use all clauses listed in **Article II through Article VIII** exactly as written. Although it is strongly recommended that the CSCD use all those clauses in Article I that are pertinent to the CSCD’s specific program, the CSCD has the option to choose those clauses deemed necessary for the CSCD’s program. Although highly recommended, written contracts for offender treatment services amounting to less than \$5,000 per year per vendor (where the total amount for that service is less than \$25,000) are not required by TDCJ-CJAD. Such services may be secured through a purchase order or other means deemed appropriate.

Performance measures are required for every offender service contract **over \$25,000**. The CSCD must develop specific performance measures in Article I to fit the program. For contracts **over \$100,000**, the vendor operational plan (response to the ITB or RFP) must be attached.

Group 3 Services (“Treatment” Services—Non-Substance Abuse). The following services are identified as “treatment” services for which the following Articles II–VIII clauses in this section of the manual apply:

- Mental Health Services (except for local MHMR departments for which an interlocal agreement can be used)
- Residential Services
- Operation of a Community Corrections Facility (CCF)
- Outpatient Counseling—Group and Individual (including, but not limited to, psychological, emotional, violent behavior, sex offender, family)

For questions regarding types of treatment services not listed, contact the TDCJ-CJAD budget director.

**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between
Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the
Judicial District and

_____("VENDOR")

Address

City, State, Zip

as of the _____ day of _____, 200__.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 2011, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, 2009, through August 31, 2011. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

(TO BE FILLED IN BY CSCD)

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

(TO BE FILLED IN BY CSCD)

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE IS REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by ~~leading a life free of crime.~~ Performance Measures, along with applicable adjustments, are as follows:

(TO BE DEVELOPED AND FILLED IN BY CSCD - MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR.)

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Diagnosis. In its treatment or provision of services to Defendants, VENDOR shall:

- a) Provide appropriate treatment or services as designated by DEPARTMENT;
- b) Coordinate with DEPARTMENT to identify needs of Defendants that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and
- c) Develop and implement procedures for Services (or referrals) for Defendants with dual diagnosis and/or mental and physical disabilities.

1.8 Participation. In order to ensure maximum participation of Defendants in its program, VENDOR shall:

- a) Contact DEPARTMENT within twenty-four (24) hours whenever any Defendant fails to comply with his or her recommended treatment or participation in services, including failure to show for initial appointment or unauthorized departures;
- b) Document on a weekly basis the Defendant's level of participation and compliance with treatment or service goals and objectives; and

- c) The VENDOR must maintain a signature log of all face-to-face contacts with the Defendant. The log must contain what service was performed, the time, date, and be signed by the counselor and the Defendant.

1.9 Discharge. The discharge of any Defendant shall be made in accordance with the following:

- a) Prior to discharge, VENDOR shall schedule and coordinate with Defendant's community supervision officer or designee to evaluate if any additional services are required for Defendant. A copy of each Defendant's discharge plan and discharge summary shall be submitted to DEPARTMENT within three (3) days of such discharge; and
- b) Under no circumstances may VENDOR discharge any Defendant without having furnished DEPARTMENT with prior written notification thereof.

1.10 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan.

1.11 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

1.12 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.13 Policies and Procedures. The Services for Defendants shall include policies and procedures for admission and discharge, discharge planning, participation in treatment, transportation (as necessary), safety and security, clinical supervision, referral activities, house management and government (as applicable), documentation of Services, and incident reporting and resolution, which shall be in writing and available to DEPARTMENT prior to implementation. VENDOR shall notify the DEPARTMENT in writing of deviations from such policies and procedures, whether temporary or permanent.

1.14 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.15 Coordination with DEPARTMENT. VENDOR shall coordinate the following tasks with the DEPARTMENT:

- a) Develop alternatives to be utilized for incidents of non-compliance with program rules;
- b) Submit progress reports on each Defendant, indicating progress and compliance/non-compliance with program;
- c) Participate in meetings as the DEPARTMENT directs; and
- d) Comply with DEPARTMENT operational policies and procedures as set forth by the DEPARTMENT Program and/or the State program.

- 1.16 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants

according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR - means "Name of provider."

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.17 AND 1.18 ARE REQUIRED FOR VENDORS OPERATING A COMMUNITY CORRECTIONS FACILITY (CCF) FOR THE DEPARTMENT:

1.17 Excess Profit. For contracted operation of a community corrections facility (CCF) for which a vendor budget has been approved with a stated profit (or excess revenue over expenditures for non-profit entities), VENDOR agrees to refund to DEPARTMENT sixty (60) days after the contract term any excess profit above the approved profit amount.

1.18 Semi-Annual Expenditure Reports. For contracted operation of a community corrections facility (CCF), VENDOR agrees to submit to DEPARTMENT and to TDCJ-CJAD by March 31 and September 30 an expenditure report by the budgeted expenditure lines.

1.19 Other: (Specific Department/Program Requirements)

ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this

AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

3.1 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each Defendant while receiving Services.

3.2 Staff Training. VENDOR shall ensure that all staff providing direct Services receive continuing education and training as needed or required and that such education and training is documented.

3.3 Duties and Obligations. VENDOR shall provide the Services at the Facility(ies) in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of Services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.

3.4 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.5 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.6 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer Defendants to and from the facility or program and, as appropriate, may specify services for any such Defendants during the term of this agreement.

3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.8 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.9 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim

is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Program Budget, where required, including accountability for all Payments, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.10 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.11 Discharges for Defendant Absence. Defendants on furlough or authorized absence from a residential facility, where an applicable provision of service, in excess of forty-eight (48) hours will be terminated and readmitted upon their return.

4.12 Residential Services Billed According to Midnight Strength Rule: Non-Community Corrections Facility (CCF) VENDORS providing residential services shall charge the DEPARTMENT for clients according to the Midnight Strength Report.

4.13 Peer or Group-Controlled meetings. The VENDOR shall not, under any circumstances, bill the DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment/counseling session requirements set forth herein.

4.14 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.15 Equipment. Title to any equipment purchased in excess of \$1,000.00 per unit cost (e.g., keyboard, monitor, and CPU are one unit) will vest with the Texas Department of Criminal Justice if such equipment is purported to be a direct expense to the program per submitted vendor budget if applicable. Items in excess of \$1,000 per unit that are depreciated (useful life) or placed in a use allowance will not be considered for ownership by TDCJ.

4.16 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

4.17 Other Revenues for Additional Services. VENDOR may collect additional revenues from other sources only for services exceeding those requirements in Article I and Exhibit A.

4.18 Other Revenue for Proposed Services. The prices quoted in this AGREEMENT are the full cost of treatment or service provision. Any fees, food stamps, or other revenues collected on behalf of the Defendant for client services provided for in this AGREEMENT must be used to reduce cost per unit of service per Defendant under this AGREEMENT.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled

to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - 1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - 3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
 - 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6. Claims for damages based on violations of civil rights;
 - 7. Claims for damages arising from fire and lightning and other casualties.
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than

\$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

6.2 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

ARTICLE VII INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

8.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

8.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

8.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in _____ County, Texas by

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
Vendor Operational Plan
(Required for Contracts with Each Vendor Over \$100,000)

EXHIBIT B
Monthly Invoice Form

EXHIBIT C

Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

AI-16230

8.J.

**Flat Rate Wireless Service to Include Equipment for Hidalgo County
CC CONSENT**

Date: 06/30/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Ratification of publication (ads) of extension of bid opening date for: Request for Bids for Flat Rate Wireless Services including Equipment for Hidalgo County from July 1, 2007 to July 15, 2009 due to modifications of specifications by the IT Dept. -Bid No. 2009-231.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: obj. 532 wireless devices
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding source for wireless services is obj. 532. Please refer to attached expenditure report (all depts) for funding availability as of 6-26-09.

Attachments

Link: [Revised Specifications](#)

Link: [Obj. 532 expense report as of 6-26-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2009 04:58 PM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 09:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/26/2009 11:14 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 06/25/2009 12:45 PM	
Final Approval Date: 06/26/2009				

EXHIBIT "A"

HIDALGO COUNTY

REQUEST FOR BIDS

"FLAT RATE WIRELESS SERVICE TO INCLUDE EQUIPMENT"

RFB NO: 2009-231-07-15CGV

OBJECTIVE:

Hidalgo County is requesting sealed bids for flat rate pre-paid cellular service to cover Hidalgo County and surrounding areas. Hidalgo County does not make any commitment to the quantity of phones and minute usage inasmuch as the cellular phone program and policies may reduce or increase the number of eligible cell phone users the County requests to maintain currently operated.

The following outlines the Request for Bids:

Section I,

Requirements and Services:

1. Vendor will be required to reprogram all cellular phones currently operating on the County's existing system(Sprint/Nextel) to their system;
2. Services must include the following:
 - no activation fees,
 - no termination fee,
 - no contracts,
 - no added surcharges or fee(s) that the federal government does not allow;
3. Plans with one (1) flat fee offered will include, but will not be limited to the following unlimited services:
 - voice calls
 - text messaging
 - US Long distance
 - free voice mail;
 - caller ID;
 - call waiting;
 - call forwarding;
4. Thirty (30) day term billing:
 - Month to month billing;
 - Flat rate monthly charges in electronic format (.csv or .txt), including detailed billing for each phone number;

5. Assigned Service Manager;
 - a. Must have a location in Rio Grande Valley area.
6. Ability to use existing Sprint/Nextel equipment or new equipment at a discounted price;
7. List of equipment and/or accessories to be purchased and at what cost;
8. Complete Rio Grande Valley Coverage and Highway coverage to Austin;
 - Must provide a local rate (toll free) coverage map outlining the local areas within Texas;
 - All Hidalgo County must be included in the local call zone.

SECTION II

Terms and Conditions:

- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications
- The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- Hidalgo County Commissioner's Court and issuance of a Contract, awarded vendor shall be obligated to deliver the products at the stated prices, within the

time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in properly executed Purchase Orders.

Contract Term:

- The initial contract term will be for one (1) year. The effective date of the contract is upon execution of the contract document.

Option to extend:

- The County reserves the right to extend for five (5) additional one (1) year terms under the same rates, terms and conditions.
- Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

ADDITIONAL INFORMATION:

All bids must be placed in a sealed envelope and clearly marked on the outside of the envelope or package: **RFB-2009-231-07-01CGV, "Flat Rate Wireless Service to Include Equipment- Hidalgo County"**. One (1) original and three (3) copies shall be sealed and submitted to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. **Telephone calls will not be accepted!**

All questions concerning specifications and/or terms and conditions to this bid should be submitted in writing via facsimile to 956-318-2629 or via email to cris.villarreal@co.hidalgo.tx.us no later than, Wednesday, **June 17, 2009, 5:00 PM.** Responses to said questions will be sent to all applicants via facsimile or via email by no later than **5:00 PM, June 19, 2009.**

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
9-1100-412-00-002-001-0-532	93RD DC-WIRELESS DEVICES	300.00	300.00	.00	.00	300.00	.00
9-1100-412-00-009-003-0-532	INDIGENT DEFENSE-WIRELESS DEVICES	.00	475.00	.00	284.11	190.89	59.81
9-1100-412-00-061-001-0-532	JP PCT 1/PL 1-WIRELESS DEVICES	900.00	900.00	.00	96.97	803.03	10.77
9-1100-412-00-066-001-0-532	JP PCT 3/PL 2-WIRELESS DEVICES	1,488.29	1,488.29	.00	154.17	1,334.12	10.36
9-1100-412-00-068-001-0-532	JP PCT 4/PL 2-WIRELESS DEVICES	911.00	911.00	.00	381.78	529.22	41.91
9-1100-412-00-090-001-0-532	DIST CLERK-WIRELESS DEVICES	.00	732.94	495.00	187.93	50.01	93.18
9-1100-413-00-110-006-0-532	CO JUDGE-WIRELESS DEVICES	1,000.00	1,405.00	.00	680.21	724.79	48.41
9-1100-414-00-130-001-0-532	ELECTIONS DEPT-WIRELESS DEVICES	30,000.00	30,268.00	6,855.03	2,649.92	20,763.05	31.40
9-1100-415-00-200-001-0-532	INFO TECH DEPT-WIRELESS DEVICES	32,000.00	38,200.00	.00	4,797.14	33,402.86	12.56
9-1100-415-14-115-001-0-532	DBM-BUDGET DIV-WIRELESS DEVICES	800.00	1,125.00	.00	673.75	451.25	59.89
9-1100-415-15-140-001-0-532	TAX OFF-WIRELESS DEVICES	8,000.00	8,700.00	6,533.13	620.45	1,546.42	82.23
9-1100-415-18-160-001-0-532	PURCHASING-WIRELESS DEVICES	2,000.00	2,000.00	155.23	394.77	1,450.00	27.50
9-1100-415-21-170-001-0-532	CO AUDITOR-WIRELESS DEVICES	.00	1,500.00	880.00	291.71	328.29	78.11
9-1100-415-40-180-001-0-532	CO CLERK-WIRELESS DEVICES	.00	245.00	.00	144.87	100.13	59.13
9-1100-415-50-190-002-0-532	HUMAN RESOURCES-WIRELESS DEVICES	500.00	500.00	.00	184.63	315.37	36.93
9-1100-419-10-210-001-0-532	PLANNING DEPT-WIRELESS DEVICES	7,799.88	7,799.88	.00	1,284.39	6,515.49	16.47
9-1100-419-40-115-069-0-532	CRTHSE PK LOT-WIRELESS DEVICES	2,150.00	2,150.00	.00	465.57	1,684.43	21.65
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-WIRELESS DEVICES	15,000.00	15,000.00	2,193.41	5,514.93	7,291.66	51.39
9-1100-419-50-115-059-0-532	DBM-SAFETY DIV-WIRELESS DEVICES	8,500.00	8,500.00	.00	1,445.89	7,054.11	17.01
9-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-WIRELESS DEV	3,000.00	3,000.00	.00	943.07	2,056.93	31.44
9-1100-421-00-280-001-0-532	SHERIFF-WIRELESS DEVICES	.00	9,455.07	459.98	2,524.60	6,470.49	31.57
9-1100-421-00-291-001-0-532	CONSTABLE PCT.1-WIRELESS DEVICES	.00	5,500.00	.00	.00	5,500.00	.00
9-1100-421-00-292-001-0-532	CONSTABLE PCT.2-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-421-00-293-001-0-532	CONSTABLE PCT.3-WIRELESS DEVICES	.00	609.85	.00	606.87	2.98	99.51
9-1100-421-00-294-001-0-532	CONSTABLE PCT.4-WIRELESS DEVICES	250.00	250.00	.00	79.43	170.57	31.77
9-1100-421-00-295-001-0-532	CONSTABLE PCT.5-WIRELESS DEVICES	1,400.00	1,400.00	.00	82.47	1,317.53	5.89
9-1100-422-10-300-001-0-532	EMERG SRVS-FM-WIRELESS DEVICES	4,675.00	16,835.00	3,629.22	715.35	12,490.43	25.81

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
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<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
9-1100-423-32-330-001-0-532	JUV DET HM-WIRELESS DEVICES	.00	310.00	.00	.00	310.00	.00
9-1100-423-60-330-002-0-532	JUV PROB-WIRELESS DEVICES	.00	82.72	.00	.00	82.72	.00
9-1100-429-00-300-023-0-532	EMERG SRVS-EM-WIRELESS DEVICES	12,000.00	18,676.87	10,205.88	4,997.52	3,473.47	81.40
9-1100-432-00-121-001-0-532	PCT1 SANITATION-WIRELESS DEVICES	.00	240.00	.00	.00	240.00	.00
9-1100-432-00-122-001-0-532	PCT2 SANITATION-WIRELESS DEVICES	.00	690.00	.00	.00	690.00	.00
9-1100-432-00-123-001-0-532	PCT3 SANITATION-WIRELESS DEVICES	1,500.00	2,544.00	1,740.27	521.59	282.14	88.91
9-1100-432-00-124-001-0-532	PCT4 SANITATION-WIRELESS DEVICES	.00	826.00	129.00	258.00	439.00	46.85
9-1100-441-00-340-001-0-532	HEALTH ADM-WIRELESS DEVICES	15,000.00	17,015.00	10,644.49	2,555.51	3,815.00	77.58
9-1100-441-00-340-003-0-532	HEALTH CLINICS-WIRELESS DEVICES	1,500.00	5,000.00	750.09	464.91	3,785.00	24.30
9-1100-466-00-122-018-0-532	PCT2 CRC-TWO-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-466-00-122-082-0-532	PCT2 CRC (S.TOWER)-WIRELESS DEVICES	.00	1,365.00	359.82	.00	1,005.18	26.36
1100 GENERAL FUND		150,674.17	206,999.62	45,030.55	34,002.51	127,966.56	38.18
1200 R&B COUNTYWIDE							
9-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-WIRELESS DEVICES	600.00	600.00	.00	160.77	439.23	26.80
9-1200-431-00-122-004-0-532	CO SHOP-WIRELESS DEVICES	700.00	700.00	.00	68.26	631.74	9.75
9-1200-431-00-260-001-0-532	R-O-W DEPT-WIRELESS DEVICES	3,000.00	3,000.00	.00	2,343.03	656.97	78.10
1200 R&B COUNTYWIDE		4,300.00	4,300.00	.00	2,572.06	1,727.94	59.82
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-532	PCT1 RD ADM-WIRELESS DEVICES	.00	1,030.60	.00	872.55	158.05	84.66
1201 R&B PRECINCT 1		.00	1,030.60	.00	872.55	158.05	84.66
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-532	PCT2 RD ADM-WIRELESS DEVICES	2,500.00	2,555.00	55.00	1,045.07	1,454.93	43.06
9-1202-431-00-122-006-0-532	PCT2 P/U RD-WIRELESS DEVICES	.00	4,000.00	.00	.00	4,000.00	.00
1202 R&B PRECINCT 2		2,500.00	6,555.00	55.00	1,045.07	5,454.93	16.78
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-532	PCT3 RD ADM-WIRELESS DEVICES	8,000.00	10,230.26	6,760.76	2,749.46	720.04	92.96
9-1203-431-00-123-005-0-532	PCT3 P/U RD-WIRELESS DEVICES	.00	8,744.04	1,400.00	.00	7,344.04	16.01
1203 R&B PRECINCT 3		8,000.00	18,974.30	8,160.76	2,749.46	8,064.08	57.50
1204 R&B PRECINCT 4							
9-1204-431-00-124-007-0-532	PCT4 P/U RD-WIRELESS DEVICES	3,000.00	6,915.98	1,569.34	2,532.50	2,814.14	59.31

For 01/01/09 - 01/31/10
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1204 R&B PRECINCT 4							
1204 R&B PRECINCT 4		3,000.00	6,915.98	1,569.34	2,532.50	2,814.14	59.31
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-532 PCT2 PARKS-WIRELESS DEVICES		960.00	960.00	.00	325.77	634.23	33.93
1212 PARKS PRECINCT 2		960.00	960.00	.00	325.77	634.23	33.93
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-532 PCT3 PARKS-WIRELESS DEVICES		750.00	1,839.15	1,162.41	416.74	260.00	85.86
1213 PARKS PRECINCT 3		750.00	1,839.15	1,162.41	416.74	260.00	85.86
1214 PARKS PRECINCT 4							
9-1214-452-00-124-009-0-532 PCT4 PARKS-WIRELESS DEVICES		550.00	951.83	279.44	320.56	351.83	63.04
1214 PARKS PRECINCT 4		550.00	951.83	279.44	320.56	351.83	63.04
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-532 DA BAD CK-WIRELESS DEVICES		5,000.00	5,000.00	.00	1,330.65	3,669.35	26.61
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		5,000.00	5,000.00	.00	1,330.65	3,669.35	26.61
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY							
9-1228-421-00-280-006-0-532 SHRF FED SHARING-US TREAS-WIRELESS DEV		5,000.00	5,000.00	.00	.00	5,000.00	.00
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY		5,000.00	5,000.00	.00	.00	5,000.00	.00
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF							
9-1229-421-00-280-007-0-532 SHRF FED SHARING-USDJ-WIRELESS DEVICES		45,000.00	45,000.00	.00	15,160.56	29,839.44	33.69
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF		45,000.00	45,000.00	.00	15,160.56	29,839.44	33.69
1242 JUSTICE COURT TECHNOLOGY							
9-1242-412-00-060-001-0-532 JUSTICE CRT TECH-WIRELESS DEVICES		.00	15,425.19	.00	.00	15,425.19	.00
1242 JUSTICE COURT TECHNOLOGY		.00	15,425.19	.00	.00	15,425.19	.00
1252 HIDTA FEDERAL SHARING-US TREASURY							
9-1252-412-00-270-012-0-532 HIDTA US TREASURY-WIRELESS DEVICES		1,000.00	4,000.00	.00	.00	4,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY		1,000.00	4,000.00	.00	.00	4,000.00	.00
1282 DESIGNATED PURPOSE GRANTS LVL 2							
9-1282-412-30-085-001-9-532 PUBLIC DEFENDER-WIRELESS DEVICES		.00	150.00	.00	149.34	.66	99.56
1282 DESIGNATED PURPOSE GRANTS LVL 2		.00	150.00	.00	149.34	.66	99.56
1291 HIDTA							
9-1291-412-00-270-003-8-532 HIDTA TASK FORCE-WIRELESS DEVICES		.00	6,145.50	.00	4,984.80	1,160.70	81.11
9-1291-412-00-270-003-9-532 HIDTA TASK FORCE-WIRELESS DEVICES		.00	6,000.00	.00	.00	6,000.00	.00
1291 HIDTA		.00	12,145.50	.00	4,984.80	7,160.70	41.04
1292 WIC							

Hidalgo County
Expenditure Summary Report
Standard Report Format

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1292 WIC							
9-1292-441-00-350-001-9-532	WIC ADM-WIRELESS DEVICES	.00	11,133.14	2,450.00	1,865.82	6,817.32	38.77
1292 WIC		.00	11,133.14	2,450.00	1,865.82	6,817.32	38.77
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-013-9-532	TDH PHPSB-WIRELESS DEVICES	.00	4,183.40	307.67	3,045.34	830.39	80.15
1293 HEALTH DEPARTMENT		.00	4,183.40	307.67	3,045.34	830.39	80.15
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-532	WESL B/C-WIRELESS DEVICES	2,500.00	2,500.00	.00	320.25	2,179.75	12.81
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		2,500.00	2,500.00	.00	320.25	2,179.75	12.81
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-532	RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
9-1297-423-00-320-020-9-532	SATF-WIRELESS DEVICES	.00	2,696.00	.00	.00	2,696.00	.00
1297 ADULT PROBATION		.00	3,282.00	.00	.00	3,282.00	.00
9 YEAR		229,234.17	356,345.71	59,015.17	71,693.98	225,636.56	36.68

AI-16204

8.K.

Old Administration Building Renovations -Approval to request Proposals for Asbestos Abatement
CC CONSENT

Date: 06/30/2009

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to request proposals from TX-MAS and/or any other cooperative purchase programs, interlocals, or associations awarded contractors for: "Hidalgo County Old Administration Building Asbestos Abatement and Removal".

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 9-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Request for proposals. No budgetary impact at this time.

Attachments

Link: [Survey](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:49 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 09:09 AM	APRV
3	Dale Kennan	Dale Kennan	06/25/2009 01:57 PM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW
Form Started By: Moises Salazar			Started On: 06/24/2009 04:54 PM	
Final Approval Date: 06/26/2009				



Raba-Kistner Consultants, Inc.

800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

Project No. ASF08-219-00
October 17, 2008

Mr. Eduardo Alcocer, AIA, Principal
Alcocer Garcia Associates – Design Group
1333 East Jasmine Avenue
McAllen, Texas 78501

**RE: Limited Survey for Asbestos Containing Materials
Old Hidalgo County Administration Building
1st, 2nd and 3rd Floors
100 East Cano Boulevard
Edinburg, Texas**

Dear Mr. Alcocer:

Raba-Kistner Consultants, Inc. (R-K) is pleased to submit the results of the asbestos survey for the above-referenced building. The purpose of this survey was to locate Asbestos Containing Material prior to the renovation activities in the interior areas of the subject building as reported by the CLIENT.

Should you have questions regarding this report or require additional information, please contact our office at your convenience.

Thank you for using **R-K** as your environmental consultants on the project. We appreciate the opportunity to be of service to you.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Alvaro Gurrola'.

Alvaro Gurrola
Asbestos Inspector
License No. 205447

A handwritten signature in black ink, appearing to read 'Michael P. Cosgrove'.

Michael P. Cosgrove
Asbestos Program Manager
TDH License No. 105473

AG/MPC/srw

Attachments

Copies Submitted: Above (2)

LIMITED ASBESTOS SURVEY

FOR

**OLD HIDALGO COUNTY ADMINISTRATION BUILDING
1ST, 2ND AND 3RD FLOORS
100 EAST CANO BOULEVARD
EDINBURG, TEXAS**

Prepared for

**ALCOCER GARCIA ASSOCIATES – DESIGN GROUP
McAllen, Texas**

Prepared by

**RABA-KISTNER CONSULTANTS, INC.
McAllen, Texas**

PROJECT NO. ASF08-219-00

October 2008

Raba-Kistner

Project No. ASF08-219-00
October 17, 2008

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ATTACHMENTS

Attachment A – Material Sampling Log
Attachment B – Laboratory Report of Analysis
Attachment C – R-K License and Certifications

PURPOSE AND SCOPE OF WORK

Raba-Kistner Consultants, Inc. (R-K) was retained by Mr. Eduardo Alcocer, AIA, Principal with Alcocer Garcia Associates – Design Group (CLIENT) to conduct a Limited Survey for asbestos containing material (ACM) to include the accessible interior building materials of the old Hidalgo County Administration building. The survey includes the 1st, 2nd and 3rd floor areas of both the south and north sections. The subject building is located at 100 East Cano Boulevard, Edinburg, Texas.

It should be noted that during its prime, asbestos was used in over 3000 different products and can still be found in some today. Attempts to locate and identify "all" asbestos was beyond the scope of this survey. Consequently, there may be materials and/or areas containing asbestos or other hazardous materials, which were inaccessible and require destructive sampling techniques to access.

SURVEY METHODOLOGY

R-K's sampling strategy was to locate homogeneous materials throughout the spaces outlined in this report and collect bulk samples of the suspect material for laboratory analysis for asbestos content. The term "homogeneous," as defined by EPA 40 CFR Part 763, means any material having the same color and texture and having been installed in the same general time period. The homogeneous materials were then assessed in terms of friability, condition, and quantity. The term "friable," as defined by EPA, means a material that when dry can be reduced to a powder using hand pressure. Prior to the collection of each bulk sample, any friable materials were properly wetted, and then all samples were carefully removed, and placed in small, self-locking containers. The containers were wiped, sealed, and labeled for transport to the laboratory. The Material Sampling Log is presented in Attachment A.

All samples were submitted for analysis to EMC Labs, Inc., which is accredited by the National Voluntary Accreditation Program (NVLAP) and licensed by the Texas Department of State Health and Services (TDSHS), formerly the Texas Department of Health, under License No. 30-0094. The bulk samples were analyzed by Polarized Light Microscopy (PLM) coupled with Dispersion Staining in accordance with the EPA method outlined in 40 CFR Part 763, Subpart F, Appendix A for determining asbestos in bulk samples. A copy of the laboratory analyses is presented in Appendix B.

SURVEY RESULTS

The EPA 40 CFR Part 763 defines ACM as any material or product that contains more than one percent asbestos. Based on the report of analyses, the below-mentioned material was tested and determined to be **Positive for asbestos content and are classified as Asbestos Containing Material**.

- **Wall Texture** (white) in west tax records vault room – 2% Chrysotile
- **Sink Undercoat**, (light pink) 1st and 2nd story sinks – 15% Chrysotile

- **9"X9" underlying floor tile** (off-white) / **Mastic** (black) throughout SE section of south building 1st & 2nd stories – 2% to 5% and 3% to 12% Chrysotile, respectively
- **Joint Compound** (beige) throughout south building 1st floor & 2nd story office area 206 walls – 2% Chrysotile
- **Mastic** (gray) on 2" joint in 2nd story room (ceiling) adj. to NE room – 10% Chrysotile
- **Mastic** (black) on AC duct joint wrap throughout south building ceiling – 10% Chrysotile
- **Mastic** (black) underlying 12" white floor tile in office area 202 (S. 2nd story) – 5% to 8% Chrysotile

The EPA 40 CFR Part 763 defines ACM as any material or product that contains more than one percent (1%) asbestos. Based on the report of analyses, all homogeneous materials sampled were determined to be **Negative (No asbestos containing materials)**:

- 2'X4' Ceiling tile, white/beige
- 2'X2' Ceiling tile, white/beige/gray
- Pipe wrap, white/beige/tan with silver coating
- 4" & 8" pipe wrap with white mastic
- 12"X12" Floor tile (white, off-white, blue gray, brown, pink & tan specs)
- Mastics, yellow/black underlying 12"X12" floor tile
- Wallboard
- Joint Compound
- Wall texture materials
- Spray-on ceiling texture
- Carpet mastic, yellow/light yellow
- Mud, white
- AC duct wrap
- AC joint tape/canvas on joint
- 4" Cove base mastic (yellow, brown, tan and black)
- Ventilation damper, black
- Sink Undercoat, white
- 1" wrap cloth

RECOMMENDATIONS

Currently, there are no regulations that require the removal or abatement of the ACM identified in this report unless the material would otherwise be disturbed by demolition, renovation, remodeling, or maintenance activities. Therefore, prior to any renovation activity of the subject areas within the subject building, a fully completed Renovation/Demolition Notification Form must be submitted to the Texas Department of State Health Services (TDSHS) at least ten (10) working days prior to such activity, including any asbestos abatement activities.

Please be advised that mandatory notification is required in accordance with section 295.61 of the Texas Asbestos Health Protection Act Rules (March 2003) for any demolition of a facility or public building, whether or not asbestos has been identified. Written notification must be postmarked at least 10 working days before the demolition begins.

Project No. ASF08-219-00
October 17, 2008

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This notification shall be submitted on a form specified by the Texas Department of Health. Responsibility for proper notification is the facility owner and / or operator.

In the interim, personnel should be informed not to disturb these materials and include procedures to follow when these materials are anticipated to be impacted.

ATTACHMENTS

ATTACHMENT A

MATERIAL SAMPLING LOG

MATERIAL SAMPLING LOG

PROJECT NO.: ASF08-219-00

SAMPLED BY: Al Gurrola

CLIENT: Alcocer Garcia Associates

LICENSE NO.: 205447

Old Hidalgo County Administration Building, 1st, 2nd & 3rd Floors, 100 East Cano Boulevard, Edinburg, Texas

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	1	Area behind teller's desk (north 1 st floor building)	A: 12"X12" Floor Tile (beige w- maroon, brown, blue specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	2	Office area on NE side	A: 12"X12" Floor Tile (beige w- maroon, brown, blue specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	3	NE corner offices	A: 12"X12" Floor Tile (beige w- maroon, brown, blue specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	4	Kitchen	A: 12"X12" Floor Tile, lt. brown w- brown specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	5	Dining room	A: 12"X12" Floor Tile, lt. brown w- brown specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	6	2 nd Story kitchen	A: 12"X12" Floor Tile, lt. brown w- brown specks B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	7	NE computer rooms (2)	A: 12"X12" Floor Tile (gray) B: Mastic, black	M	ND	A: None Detected B: None Detected
9/24/08	8	Kitchen, above ceiling	A: 12"X12" Floor Tile (gray) B: Mastic, black	M	ND	A: None Detected B: None Detected
9/24/08	9	Kitchen, above ceiling	A: 12"X12" Floor Tile (gray) B: Mastic, black	M	ND	A: None Detected B: None Detected
9/24/08	10	Center office room with round northwest corner	A: 12"X12" Floor Tile (lt. tan) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	11	Storage room - west side of AC unit	A: 12"X12" Floor Tile (lt. tan) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	12	Storage room - west side of AC unit	A: 12"X12" Floor Tile (lt. tan) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	13	Round desk top	Counter Tops, tan	M	ND	None Detected
9/24/08	14	Round desk top	Counter Tops, tan	M	ND	None Detected
9/24/08	15	Round desk top	Counter Tops, tan	M	ND	None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	16	Throughout building – north section of building	2'X2' Ceiling Tile, white/beige with cut and dot indentations	M	ND	None Detected
9/24/08	17	Throughout building – mid north section	2'X2' Ceiling Tile, white/beige with cut and dot indentations	M	ND	None Detected
9/24/08	18	Throughout building – North office area	2'X2' Ceiling Tile, white/beige with cut and dot indentations	M	ND	None Detected
9/24/08	19	East column – east open area	A: Wall Board, tan B: J-Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	20	NE Office	A: Wall Board, tan B: J-Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	21	Office north of city comrs meeting room	A: Wall Board, tan B: J-Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	22	Throughout office west and south areas.	2'X4' Ceiling Tile, white/beige with cut and dot indentations	M	ND	None Detected
9/24/08	23	Throughout office west and south areas.	2'X4' Ceiling Tile, white/beige with cut and dot indentations	M	ND	None Detected
9/24/08	24	Throughout office west and south areas.	2'X4' Ceiling Tile, white/beige with cut and dot indentations	M	ND	None Detected
9/24/08	25	1st Story middle area	Ventilation Damper, black with white fibers	M	ND	None Detected
9/24/08	26	2nd Story – above ceiling	Ventilation Damper, black with white fibers	M	ND	None Detected
9/24/08	27	3rd Story east side	Ventilation Damper, black with white fibers	M	ND	None Detected
9/24/08	28	West of mid information desk *ceiling*	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	29	West of mid information desk *ceiling*	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	30	West of mid information desk *ceiling*	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	31	North mid side – ceiling	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	32	North mid side – ceiling	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	33	North mid side – ceiling	A: 6" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	None Detected
9/24/08	34	Middle round columns	Mud, white	M	ND	None Detected
9/24/08	35	Middle round columns	Mud, white	M	ND	None Detected
9/24/08	36	Middle round columns	Mud, white	M	ND	None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	37	West tax records vault	A: Wall Mud, white B: Wall texture, white	M	ND	A: None Detected B: 3% Chrysotile
9/24/08	38	West tax records vault	A: Wall Mud, white B: Wall texture, white	M	ND	A: None Detected B: None Detected
9/24/08	39	West tax records vault	A: Wall Mud, white B: Wall texture, white	M	ND	A: None Detected B: None Detected
9/24/08	40	Kitchen adjacent to com. meeting room	A: 12"X12" Floor Tile (lt. gray) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	41	Kitchen adjacent to com. meeting room	A: 12"X12" Floor Tile (lt. gray) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	42	Kitchen adjacent to com. meeting room	A: 12"X12" Floor Tile (lt. gray) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/24/08	43	Kitchen adjacent to com. meeting room	Sink Undercoat, light pink	M	ND	15% Chrysotile
9/24/08	44	UBC office (2 nd story)	Sink Undercoat, light pink	M	ND	15% Chrysotile
9/24/08	45	County judge office (2 nd Story)	Sink Undercoat, light pink	M	ND	15% Chrysotile
9/24/08	46	Throughout north building	A: 4" Cove base Mastic, yellow B: 4" Cove base Mastic, beige	M	ND	None Detected
9/24/08	47	Throughout north building	A: 4" Cove base Mastic, yellow B: 4" Cove base Mastic, beige	M	ND	None Detected
9/24/08	48	Throughout north building	A: 4" Cove base Mastic, yellow B: 4" Cove base Mastic, beige	M	ND	None Detected
9/24/08	49	County commissioners meeting room	Spray-On Ceiling texture, white	M	ND	None Detected
9/24/08	50	County commissioners meeting Room	Spray-On Ceiling texture, white	M	ND	None Detected
9/24/08	51	County commissioners meeting room	Spray-On Ceiling texture, white	M	ND	None Detected
9/24/08	52	NE office area – ceiling	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	53	NE office area – ceiling	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	54	NE office area – ceiling	A: 2" Paper Wrap, canvas tape B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/24/08	55	South section – middle storage office	A: 12"X12" Floor Tile (pink) B: Mastic, yellow C: 9"X9" Floor tile, off-white D: Mastic, black	M	ND	A: None Detected B: None Detected C: 3% Chrysotile D: 5% Chrysotile

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/24/08	56	SE stair area	A: 12"X12" Floor Tile (pink) B: Mastic, yellow C: 9"X9" Floor tile, off-white D: Mastic, black	M	ND	A: None Detected B: None Detected C: 3% Chrysotile D: 3% Chrysotile
9/24/08	57	SE Stairs storage	A: 12"X12" Floor Tile (pink) B: Mastic, yellow C: 9"X9" Floor tile, off-white D: Mastic, black	M	ND	A: None Detected B: None Detected C: 3% Chrysotile D: 3% Chrysotile
9/24/08	58	South section - middle storage office	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	D	A: None Detected B: 2% Chrysotile C: None Detected
9/24/08	59	SE Stairs hall	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	D	A: None Detected B: 2% Chrysotile C: None Detected
9/24/08	60	East mens restroom	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	D	A: None Detected B: 2% Chrysotile C: None Detected
9/24/08	61	South section - north side offices	A: Wall Board, tan B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	62	South section - north side offices	A: Wall Board, tan B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/24/08	63	South section - north side offices	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 2% Chrysotile C: None Detected
9/25/08	64	North section - middle office	Mastic, yellow	M	ND	None Detected
9/25/08	65	North Section - SECY.CDS	Mastic, yellow	M	ND	None Detected
9/25/08	66	North section - middle office	Mastic, yellow	M	ND	None Detected
9/25/08	67	2 nd Story walls - north wall	A: Wall Board, white B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/25/08	68	2 nd Story - NE wall	A: Wall Board, white B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/25/08	69	2 nd Story - mid office north wall	A: Wall Board, white B: Joint Compound/texture, white	M	ND	A: None Detected B: None Detected
9/25/08	70	2 nd Story - northeast ceiling area	A: 4" -6" Paper wrap, white/silver B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/25/08	71	2 nd Story - northeast ceiling area	A: 4" -6" Paper wrap, white/silver B: Mastic, white	TSI	ND	A: None Detected B: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	72	2 nd Story – northeast ceiling area	A: 4" -6" Paper wrap, white/silver B: Mastic, white	TSI	ND	A: None Detected B: None Detected
9/25/08	73	2 nd Story – northeast ceiling area	A: 2" elbow paper wrap, white B: Mastic, white	TSI	ND	A: None Detected B: 10% Chrysotile
9/25/08	74	2 nd Story – northeast ceiling area	A: 2" elbow paper wrap, white B: Mastic, white	TSI	ND	A: None Detected B: 10% Chrysotile
9/25/08	75	2 nd Story – northeast ceiling area	A: 2" elbow paper wrap, white B: Mastic, white	TSI	ND	A: None Detected B: 10% Chrysotile
9/25/08	76	2 nd Story – kitchen adjacent to E. elevator	Sink Undercoat, white	M	ND	None Detected
9/25/08	77	2 nd Story – kitchen adjacent to E. elevator	Sink Undercoat, white	M	ND	None Detected
9/25/08	78	3 rd Story – kitchen	Sink Undercoat, white	M	ND	None Detected
9/25/08	79	2 nd Story – UC File storage rm, north side	A: 12"X12" Floor Tile (blue) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	80	2 nd Story – UC File storage rm, north side	A: 12"X12" Floor Tile (blue) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	81	2 nd Story – UC File storage rm, north side	A: 12"X12" Floor Tile (blue) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	82	2 nd Story – UBC office	2'X2' Ceiling Tile, gray-rough texture	M	ND	None Detected
9/25/08	83	2 nd Story – UBC office	2'X2' Ceiling Tile, gray-rough texture	M	ND	None Detected
9/25/08	84	2 nd Story – UBC office	2'X2' Ceiling Tile, gray-rough texture	M	ND	None Detected
9/25/08	85	2 nd Story – west office bet. 2 secretaries offices	A: 2" Paper wrap, canvas tape B: Mastic, off-white	TSI	ND	A: None Detected B: None Detected
9/25/08	86	2 nd Story – west office bet. 2 secretaries offices	A: 2" Paper wrap, canvas tape B: Mastic, off-white	TSI	ND	A: None Detected B: None Detected
9/25/08	87	2 nd Story – west office bet. 2 secretaries offices	A: 2" Paper wrap, canvas tape B: Mastic, off-white	TSI	ND	A: None Detected B: None Detected
9/25/08	88	2 nd Story, south bldg section – throughout ceiling – AC duct	A: Mastic, black B: Silver Wrap	M	ND	A: 10% Chrysotile B: None Detected
9/25/08	89	2 nd Story – throughout ceiling – AC duct	A: Mastic, black B: Silver Wrap	M	ND	A: 10% Chrysotile B: None Detected
9/25/08	90	2 nd Story – throughout ceiling – AC duct	A: Mastic, black B: Silver wrap	M	ND	A: 10% Chrysotile B: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	91	2 nd Story – columns throughout	A: Mud, white B: Toweled concrete, tan	T	ND	A: None Detected B: None Detected
9/25/08	92	2 nd Story – columns throughout	A: Mud, white B: Toweled concrete, tan	M	ND	A: None Detected B: None Detected
9/25/08	93	2 nd Story – columns throughout	A: Mud, white B: Toweled concrete, tan	M	ND	A: None Detected B: None Detected
9/25/08	94	2 nd Story – SE corner room	A: Wall Board, white B: Joint Compound/texture, fine/white	M	MD	A: None Detected B: None Detected
9/25/08	95	2 nd Story – SE hall	A: Wall Board, white B: Joint Compound/texture, fine/white	M	MD	A: None Detected B: None Detected
9/25/08	96	2 nd Story – Stair wall	A: Wall Board, white B: Joint Compound/texture, fine/white	M	MD	A: None Detected B: None Detected
9/25/08	97	2 nd Story – SE corner room	A: 4" cove base mastic, brown B: Mastic, tan	M	MD	None Detected
9/25/08	98	2 nd Story – E office	A: 4" cove base mastic, brown B: Mastic, tan	M	MD	None Detected
9/25/08	99	2 nd Story – south office renovation area	A: 4" cove base mastic, brown B: Mastic, tan	M	ND	None Detected
9/25/08	100	2 nd Story – south office renovation area(#206)	A: 12"X12" Floor Tile (brown) B: Mastic, yellow C: Mastic, black	M	SD	A: None Detected B: None Detected C: 5% Chrysotile
9/25/08	101	2 nd Story – – SE corner wall (#206)	A: 12"X12" Floor Tile (brown) B: Mastic, yellow C: Mastic, black	M	SD	A: None Detected B: None Detected C: 8% Chrysotile
9/25/08	102	2 nd Story – SE office 206	A: 12"X12" Floor Tile (brown) B: Mastic, yellow C: Mastic, black	M	SD	A: None Detected B: None Detected C: 8% Chrysotile
9/25/08	103	2 nd Story – – SE corner wall (#206)	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 2% Chrysotile C: None Detected
9/25/08	104	2 nd Story – SE office (#206)	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 2% Chrysotile C: None Detected
9/25/08	105	2 nd Story – – SE corner wall (#206)	A: Wall Board, tan B: Joint Compound, beige C: Texture, off-white	M	ND	A: None Detected B: 3% Chrysotile C: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	106	2 nd Story – SE office 202	A: 12"X12" Floor Tile (beige) B: Mastic, yellow/black C: 9" floor tile, off-white D: Mastic, black	M	SD	A: None Detected B: None Detected C: 3% Chrysotile D: 12% Tremolite
9/25/08	107	2 nd Story – SE office 206	A: 12"X12" Floor Tile (beige) B: Mastic, yellow/black C: 9" floor tile, off-white D: Mastic, black	M	SD	A: None Detected B: None Detected C: 3% Chrysotile D: 10% Chrysotile
9/25/08	108	2 nd Story – SE office 206	A: 12"X12" Floor Tile (beige) B: Mastic, yellow/black C: 9" floor tile, off-white D: Mastic, black	M	SD	A: None Detected B: None Detected C: 3% Chrysotile D: 12% Chrysotile
9/25/08	109	2 nd Story – SW office rm.	4" cove base mastic, blk/brwn/tan	M	ND	None Detected
9/25/08	110	2 nd Story – SW hall	4" cove base mastic, blk/brwn/tan	M	ND	None Detected
9/25/08	111	2 nd Story – southeast mid office area	4" cove base mastic, blk/brwn/tan	M	ND	None Detected
9/25/08	112	2 nd Story – SW office	A: Wall Board, tan B: J-Compound/Texture, white	M	ND	A: None Detected B: None Detected
9/25/08	113	2 nd Story – SW hall	A: Wall Board, tan B: J-Compound/Texture, white	M	ND	A: None Detected B: None Detected
9/25/08	114	2 nd Story – SW office mid open hall	A: Wall Board, tan B: J-Compound/Texture, white	M	ND	A: None Detected B: None Detected
9/25/08	115	2 nd Story – mid hall area	A: 12"X12" Floor Tile (white) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	116	3 rd Story – W office	A: 12"X12" Floor Tile (white) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	117	3 rd Story – E. office	A: 12"X12" Floor Tile (white) B: Mastic, yellow	M	ND	A: None Detected B: None Detected
9/25/08	118	3 rd Story – west office	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	119	3 rd Story – mid office	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	120	3 rd Story – E. office	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected

DATE	SAMPLE NO.	SAMPLE LOCATION	MATERIAL SAMPLED	CATEGORY	CONDITION	RESULTS
9/25/08	121	3 rd Story – E. hall area	A: 8" Paper Wrap, white/silver B: Tape Canvas, off-white C: Mastic, white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	122	3 rd Story – E. hall area	A: 8" Paper Wrap, white/silver B: Tape Canvas, off-white C: Mastic, white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	123	3 rd Story – E. hall area	A: 8" Paper Wrap, white/silver B: Tape Canvas, off-white C: Mastic, white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	124	3 rd Story – mechanical room	A: 4" -8" Paper Wrap, white/silver B: Tape Canvas, white C: Mastic, off-white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	125	3 rd Story – mechanical room	A: 4" -8" Paper Wrap, white/silver B: Tape Canvas, white C: Mastic, off-white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	126	3 rd Story – mechanical room	A: 4" -8" Paper Wrap, white/silver B: Tape Canvas, white C: Mastic, off-white	TSI	ND	A: None Detected B: None Detected C: None Detected
9/25/08	127	2 nd Story – SE hall column	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	128	2 nd Story – SW hall column	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	129	1 st Story – Access Hall, north wall	A: Wall Board, beige B: J-Compound, white C: Texture, white	M	ND	A: None Detected B: None Detected C: None Detected
9/25/08	130	1 st Story – SW Mechanical Room	1 st Story – SW Mechanical Room	M	D	None Detected
9/25/08	131	1 st Story – SW Mechanical Room	1 st Story – SW Mechanical Room	M	D	None Detected
9/25/08	132	1 st Story – SW Mechanical Room	1 st Story – SW Mechanical Room	M	D	None Detected

CATEGORY: S-Surface Sprayed-on or Troweled-on, T-Thermal, M-Miscellaneous (floor tile, ceiling tile, mastic, etc.)

CONDITION: ND-No Damage, MD-Minor Damage (small dents, tears), D-Damage (less than 3 sq. ft. of total area), SD-Significant Damage (greater than 3 sq. ft. of total area or heavy damage in local area)

ATTACHMENT B

LABORATORY REPORT OF ANALYSIS

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

0068736

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
		Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-001 1		LAYER 1 12"x12" Floor Tile, Beige/ Red/ Blue/ Gray	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 2% Carbonates Quartz Binder/Filler 98%
0068736-002 2		LAYER 1 12"x12" Floor Tile, Beige/ Red/ Blue/ Gray	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 1% Carbonates Quartz Binder/Filler 99%
0068736-003 3		LAYER 1 12"x12" Floor Tile, Beige/ Red/ Blue/ Gray	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 2% Carbonates Quartz Binder/Filler 98%
0068736-004 4		LAYER 1 12"x12" Floor Tile, Lt. Brown/ Tan/ Beige	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 2% Carbonates Quartz Binder/Filler 98%

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NVLAP#101926-0

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
Collected:	09/24/2008	Date Analyzed:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	Date Reported:	09/29/2008	
	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-005 5		LAYER 1 12"x12" Floor Tile, Lt. Brown/ Tan/ Beige	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber Carbonates Quartz Binder/Filler 2% 98%
0068736-006 6		LAYER 1 12"x12" Floor Tile, Lt. Brown/ Tan/ Beige	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%
0068736-007 7		LAYER 1 12"x12" Floor Tile, Gray/ Black	No		Carbonates Binder/Filler 100%
		LAYER 2 Mastic, Black	No		Cellulose Fiber Carbonates Quartz Binder/Filler <1% 99%
0068736-008 8		LAYER 1 12"x12" Floor Tile, Gray/ Black	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Black	No		Cellulose Fiber Carbonates Binder/Filler <1% 99%
		LAYER 3 Concrete, Tan	No		Carbonates Quartz Gypsum Binder/Filler 100%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
		Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-009 9		LAYER 1 12"x12" Floor Tile, Gray/ Black	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Black	No		Carbonates Binder/Filler 100%
0068736-010 10		LAYER 1 12"x12" Floor Tile, Lt. Tan/ Beige	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Carbonates Quartz Binder/Filler 100%
0068736-011 11		LAYER 1 12"x12" Floor Tile, Lt. Tan/ Beige	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%
0068736-012 12		LAYER 1 12"x12" Floor Tile, Lt. Tan/ Beige	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Carbonates Quartz Binder/Filler 100%

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NVLAP#101926-0

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
Collected:	09/24/2008	Date Analyzed:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	Date Reported:	09/29/2008	
Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-013 13		Counter Top, Tan/ Lt. Gray/ Beige	No		Carbonates Quartz Binder/Filler 100%
0068736-014 14		Counter Top, Tan/ Lt. Gray/ Beige	No		Carbonates Quartz Binder/Filler 100%
0068736-015 15		Counter Top, Tan/ Lt. Gray/ Beige	No		Carbonates Quartz Binder/Filler 100%
0068736-016 16		2x2 Ceiling Tile, White/ Beige	No		Cellulose Fiber Mineral Wool Carbonates Perlite Binder/Filler 40% 40% 20%
0068736-017 17		2x2 Ceiling Tile, White/ Beige	No		Cellulose Fiber Mineral Wool Carbonates Perlite Binder/Filler 40% 40% 20%
0068736-018 18		2x2 Ceiling Tile, White/ Beige	No		Cellulose Fiber Mineral Wool Carbonates Perlite Binder/Filler 40% 40% 20%

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NVLAP#101926-0

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
		Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-019 19		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 8% Fibrous Glass 2% Gypsum Carbonates Mica Quartz 90%
		LAYER 2 Joint Compound/Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-020 20		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 8% Fibrous Glass 2% Gypsum Carbonates Mica Quartz 90%
		LAYER 2 Joint Compound/Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
Collected:	09/24/2008	Date Analyzed:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	Date Reported:	09/29/2008	
	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-021 21		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica
		LAYER 2 Tape, White	No		Quartz 88% Cellulose Fiber 98% Carbonates 2%
		LAYER 3 Joint Compound, White	No		Carbonates Mica Quartz 100%
		LAYER 4 Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-022 22		2x4 Ceiling Tile, White/ Beige	No		Cellulose Fiber 45% Mineral Wool 35% Carbonates Perlite Binder/Filler 20%
0068736-023 23		2x4 Ceiling Tile, White/ Beige	No		Cellulose Fiber 45% Mineral Wool 35% Carbonates Perlite Binder/Filler 20%
0068736-024 24		2x4 Ceiling Tile, White/ Beige	No		Cellulose Fiber 45% Mineral Wool 35% Carbonates Perlite Binder/Filler 20%
0068736-025 25		Ventilation Damper, Black	No		Fibrous Glass 40% Carbonates Quartz Binder/Filler 60%

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NVLAP#101926-0

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Address:	800 E. HACKBERRY	Date Received:	09/26/2008	
	McALLEN, TX 78501	Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	EPA Method:	EPA 600/M4-82-020	
	BLDG			
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-026 26		Ventilation Damper, Black	No		Fibrous Glass 40% Carbonates Quartz Binder/Filler 60%
0068736-027 27		Ventilation Damper, Black	No		Fibrous Glass 40% Carbonates Quartz Binder/Filler 60%
0068736-028 28		LAYER 1 2" Pipe Insulation, Yellow	No		Fibrous Glass 98% Carbonates 2%
		LAYER 2 2" Pipe Wrap Canvas Tape, Silver/ Brown	No		Cellulose Fiber 40% Fibrous Glass 10% Aluminum Carbonates Binder/Filler 50%
		LAYER 3 Mastic, White	No		Fibrous Glass 3% Carbonates Quartz Binder/Filler 97%
0068736-029 29		LAYER 1 2" Pipe Insulation, Yellow	No		Fibrous Glass 98% Carbonates 2%
		LAYER 2 2" Pipe Wrap Canvas Tape, Silver/ Brown	No		Cellulose Fiber 40% Fibrous Glass 10% Aluminum Carbonates Binder/Filler 50%
		LAYER 3 Mastic, White	No		Fibrous Glass 3% Cellulose Fiber 2% Carbonates Quartz Binder/Filler 95%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
Collected:	09/24/2008	Date Analyzed:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	Date Reported:	09/29/2008	
Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-030 30		LAYER 1 2" Pipe Insulation, Yellow	No		Fibrous Glass 98% Carbonates 2%
		LAYER 2 Mastic, White	No		Fibrous Glass 5% Carbonates Quartz Binder/Filler 95%
0068736-031 31		LAYER 1 6" Paper Wrap/ Canvas Wrap, Silver/ White	No		Cellulose Fiber 40% Fibrous Glass 10% Aluminum Carbonates Binder/Filler 50%
		LAYER 2 Mastic, White	No		Fibrous Glass 5% Cellulose Fiber 1% Carbonates Gypsum Quartz Binder/Filler 94%
0068736-032 32		LAYER 1 6" Pipe Insulation, Pink	No		Fibrous Glass 97% Cellulose Fiber 1% Carbonates 2%
		LAYER 2 Mastic, White	No		Fibrous Glass 3% Carbonates Quartz Binder/Filler 97%
0068736-033 33		LAYER 1 6" Paper Wrap/ Canvas Wrap, Silver/ White	No		Cellulose Fiber 40% Fibrous Glass 10% Aluminum Carbonates Binder/Filler 50%
		LAYER 2 Mastic, White	No		Fibrous Glass 5% Cellulose Fiber 1% Carbonates Gypsum Quartz Binder/Filler 94%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
		Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-034 34		Column Mud, White Note: Very small amount of Mud	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-035 35		Column Mud, White Note: Very small amount of Mud	No		Cellulose Fiber <1% Carbonates Mica Perlite Binder/Filler 99%
0068736-036 36		Column Mud, White Note: Very small amount of Mud	No		Cellulose Fiber 1% Carbonates Mica Binder/Filler 99%
0068736-037 37		LAYER 1 Wall Mud, White	No		Gypsum Carbonates Quartz Binder/Filler 100%
		LAYER 2 Wall Texture, Off White	Yes	Chrysotile 2%	Carbonates Mica Binder/Filler 98%
0068736-038 38		LAYER 1 Wall Mud, White	No		Gypsum Carbonates Quartz Binder/Filler 100%
		LAYER 2 Wall Texture, Off White	No		Carbonates Mica Quartz Binder/Filler 100%

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Laboratory Report

0068736

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
Collected:	09/24/2008	Date Analyzed:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	Date Reported:	09/29/2008	
	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-039 39		LAYER 1 Wall Mud, White	No		Gypsum Carbonates Quartz Binder/Filler 100%
		LAYER 2 Wall Texture, Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-040 40		LAYER 1 12"x12" Floor Tile, Gray	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow Note: Very small amount of sample	No		Carbonates Binder/Filler 100%
0068736-041 41		12"x12" Floor Tile, Gray	No		Carbonates Gypsum Quartz Binder/Filler 100%
0068736-042 42		12"x12" Floor Tile, Gray	No		Carbonates Gypsum Quartz Binder/Filler 100%
0068736-043 43		Sink Undercoating, Lt. Pink	Yes	Chrysotile 15%	Carbonates Quartz Binder/Filler 85%

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Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	EPA Method:	EPA 600/M4-82-020	
	BLDG			
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-044 44		Sink Undercoating, Lt. Pink	Yes	Chrysotile 15%	Carbonates Quartz Binder/Filler 85%
0068736-045 45		Sink Undercoating, Lt. Pink	Yes	Chrysotile 15%	Carbonates Quartz Binder/Filler 85%
0068736-046 46		4" Covebase Mastic, Beige/ Yellow	No		Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%
0068736-047 47		4" Covebase Mastic, Beige/ Yellow	No		Cellulose Fiber <1% Carbonates Quartz Binder/Filler 99%
0068736-048 48		4" Covebase Mastic, Beige/ Yellow	No		Carbonates Quartz Binder/Filler 100%
0068736-049 49		Spray-On Ceiling Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-050 50		Spray-On Ceiling Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%

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Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-051 51		Spray-On Ceiling Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-052 52		LAYER 1 2" Elbow Canvas Tape Wrap, Clear	No		Fibrous Glass 95% Carbonates Binder/Filler 5%
		LAYER 2 Wrap Mastic, Off White	No		Synthetic Fiber 1% Carbonates Binder/Filler 99%
0068736-053 53		LAYER 1 2" Elbow Canvas Tape Wrap, Clear	No		Fibrous Glass 95% Carbonates Binder/Filler 5%
		LAYER 2 Wrap Mastic, Off White	No		Synthetic Fiber 3% Carbonates Binder/Filler 97%
0068736-054 54		LAYER 1 2" Elbow Canvas Tape Wrap, Clear	No		Fibrous Glass 95% Carbonates Binder/Filler 5%
		LAYER 2 Wrap Mastic, Off White	No		Synthetic Fiber 3% Carbonates Binder/Filler 97%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	Date Reported:	09/29/2008	
Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-055 55		LAYER 1 12"x12" Floor Tile, Pink	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Carbonates Quartz Binder/Filler 100%
		LAYER 3 12"x12" Floor Tile, Off White	Yes	Chrysotile 3%	Non-Fibrous Tremolite 7% Carbonates Quartz Binder/Filler 90%
		LAYER 4 Mastic, Black Note: Very small amount of mastic	Yes	Chrysotile 5%	Carbonates Binder/Filler 95%
0068736-056 56		LAYER 1 12"x12" Floor Tile, Pink	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Carbonates Quartz Binder/Filler 100%
		LAYER 3 12"x12" Floor Tile, Off White	Yes	Chrysotile 3%	Non-Fibrous Tremolite 7% Carbonates Quartz Binder/Filler 90%
		LAYER 4 Mastic, Black Note: Very small amount of mastic	Yes	Chrysotile 5%	Carbonates Binder/Filler 95%

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Project Name/	HIDALGO COUNTY ADMINISTRATION	EPA Method:	EPA 600/M4-82-020	
	BLDG			
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-057 57		LAYER 1 12"x12" Floor Tile, Pink	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Carbonates Quartz Binder/Filler 100%
		LAYER 3 12"x12" Floor Tile, Off White	Yes	Chrysotile 3%	Non-Fibrous Tremolite 7% Carbonates Quartz Binder/Filler 90%
		LAYER 4 Mastic, Black Note: Very small amount of mastic	Yes	Chrysotile 3%	Carbonates Binder/Filler 97%
0068736-058 58		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica Quartz 90%
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 2%	Cellulose Fiber 1% Carbonates Mica Quartz Binder/Filler 97%
		LAYER 3 Texture, White/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%

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Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-059 59		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 2%	Quartz 90% Cellulose Fiber 1% Carbonates Mica Quartz Binder/Filler 97%
		LAYER 3 Texture, White/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-060 60		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 2%	Quartz 90% Cellulose Fiber 1% Carbonates Mica Quartz Binder/Filler 97%
		LAYER 3 Texture, White/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%

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	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-061 61		LAYER 1 Wallboard, White/ Brown Note: No Joint Compound Present	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica Quartz 89%
		LAYER 2 Texture, Beige/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-062 62		LAYER 1 Wallboard, White/ Brown Note: No Joint Compound Present	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica Quartz 89%
		LAYER 2 Texture, Dk Blue/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-063 63		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica Quartz 90%
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 2%	Cellulose Fiber 1% Carbonates Mica Quartz Binder/Filler 97%
		LAYER 3 Texture, Lt Green/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%

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Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-064 64		Mastic, Yellow/ Lt Yellow	No		Synthetic Fiber 1% Cellulose Fiber 1% Carbonates Gypsum Binder/Filler 98%
0068736-065 65		Mastic, Yellow/ Lt Yellow	No		Cellulose Fiber 2% Synthetic Fiber 1% Carbonates Gypsum Binder/Filler 97%
0068736-066 66		Mastic, Yellow/ Lt Yellow	No		Synthetic Fiber 1% Carbonates Gypsum Binder/Filler 99%
0068736-067 67		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica 89%
		LAYER 2 Joint Compound, Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-068 68		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica 89%
		LAYER 2 Joint Compound, Off White	No		Carbonates Mica Quartz Binder/Filler 100%

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-069 69		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica 89%
		LAYER 2 Joint Compound, Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-070 70		LAYER 1 4"- 6" Elbow Canvas Tape/ Paper Wrap, Beige/ White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 60% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 20%
		LAYER 2 Wrap Mastic, Off White	No		Synthetic Fiber 10% Wollastonite 2% Carbonates Gypsum Binder/Filler 88%
0068736-071 71		LAYER 1 4"- 6" Elbow Canvas Tape/ Paper Wrap, Beige/ White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 60% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 20%
		LAYER 2 Wrap Mastic, Off White	No		Synthetic Fiber 10% Wollastonite 2% Carbonates Gypsum Binder/Filler 88%

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	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-072 72		LAYER 1 4" - 6" Elbow Canvas Tape/ Paper Wrap, Beige/ White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 60% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 20%
		LAYER 2 Wrap Mastic, Off White	No		Synthetic Fiber 10% Wollastonite 2% Carbonates Gypsum Binder/Filler 88%
0068736-073 73		LAYER 1 2" Tape Wrap, Beige/ Off White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 50% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 30%
		LAYER 2 Wrap Mastic, Gray	Yes	Chrysotile 10%	Gypsum Carbonates Binder/Filler 90%
0068736-074 74		LAYER 1 2" Tape Wrap, Beige/ Off White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 50% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 30%
		LAYER 2 Wrap Mastic, Gray	Yes	Chrysotile 10%	Gypsum Carbonates Binder/Filler 90%
0068736-075 75		LAYER 1 2" Tape Wrap, Clear Note: Difficult to separate adjacent layers	No		Fibrous Glass 95% Gypsum Binder/Filler 5%
		LAYER 2 Wrap Mastic, Gray	Yes	Chrysotile 10%	Fibrous Glass 2% Gypsum Carbonates Binder/Filler 88%

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Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-076 76		Sink Undercoating, White/ Off White	No		Cellulose Fiber 15% Carbonates Quartz Mica Gypsum Binder/Filler 85%
0068736-077 77		Sink Undercoating, White/ Off White	No		Cellulose Fiber 15% Carbonates Quartz Mica Gypsum Binder/Filler 85%
0068736-078 78		Sink Undercoating, White/ Off White	No		Cellulose Fiber 15% Carbonates Quartz Mica Gypsum Binder/Filler 85%
0068736-079 79		LAYER 1 12"x12" Floor Tile, Blue	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 3% Carbonates Gypsum Binder/Filler 97%
0068736-080 80		LAYER 1 12"x12" Floor Tile, Blue	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow Note: Very small amount of mastic	No		Carbonates Gypsum Quartz Binder/Filler 100%

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Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-081 81		LAYER 1 12"x12" Floor Tile, Blue	No		Carbonates Gypsum Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 3% Carbonates Gypsum Binder/Filler 97%
0068736-082 82		2'x2' CT - Rough Surface, White/ Gray	No		Mineral Wool 90% Gypsum Binder/Filler 10%
0068736-083 83		2'x2' CT - Rough Surface, Gray/ Beige/ Silver	No		Mineral Wool 70% Cellulose Fiber 10% Aluminum Carbonates Gypsum Binder/Filler 20%
0068736-084 84		2'x2' CT - Rough Surface, Gray/ Beige/ Silver	No		Mineral Wool 70% Cellulose Fiber 10% Aluminum Carbonates Gypsum Binder/Filler 20%
0068736-085 85		LAYER 1 2" Canvas Tape Wrap, Beige/ Off White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 50% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 30%
		LAYER 2 Wrap Mastic, Off White	No		Cellulose Fiber 5% Carbonates Gypsum Binder/Filler 95%

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Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-086 86		LAYER 1 2" Canvas Tape Wrap, Beige/ Off White/ Silver Note: Difficult to separate adjacent layers	No		Cellulose Fiber 50% Fibrous Glass 20% Aluminum Gypsum Binder/Filler 30%
		LAYER 2 Wrap Mastic, Off White	No		Cellulose Fiber 5% Carbonates Gypsum Binder/Filler 95%
0068736-087 87		LAYER 1 2" Elbow Canvas Tape Wrap, Clear	No		Fibrous Glass 95% Carbonates Gypsum Binder/Filler 5%
		LAYER 2 Wrap Mastic, Off White	No		Fibrous Glass 3% Gypsum Quartz Carbonates Binder/Filler 97%
0068736-088 88		LAYER 1 Mastic, Black	Yes	Chrysotile 10%	Fibrous Glass 3% Carbonates Quartz Binder/Filler 87%
		LAYER 2 Wrap, Silver/ Black/ Brown	No		Cellulose Fiber 60% Gypsum Binder/Filler 40%
0068736-089 89		LAYER 1 Mastic, Black	Yes	Chrysotile 10%	Fibrous Glass 3% Carbonates Quartz Binder/Filler 87%
		LAYER 2 Wrap, Silver/ Black/ Brown	No		Cellulose Fiber 60% Gypsum Binder/Filler 40%

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Laboratory Report

0068736

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
		Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-090 90		LAYER 1 Mastic, Black	Yes	Chrysotile 10%	Fibrous Glass 2% Carbonates Quartz Binder/Filler 88%
		LAYER 2 Wrap, Silver/ Black/ Brown	No		Cellulose Fiber 60% Gypsum Binder/Filler 40%
0068736-091 91		LAYER 1 Concrete, Tan	No		Gypsum Perlite Quartz Binder/Filler 100%
		LAYER 2 Mud, White	No		Gypsum Mica Carbonates Binder/Filler 100%
0068736-092 92		LAYER 1 Concrete, Tan	No		Gypsum Perlite Quartz Binder/Filler 100%
		LAYER 2 Mud, White	No		Gypsum Mica Carbonates Binder/Filler 100%

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
Collected:	09/24/2008	Date Analyzed:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	Date Reported:	09/29/2008	
	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-093 93		LAYER 1 Concrete, Tan	No		Gypsum Perlite Quartz Binder/Filler 100%
		LAYER 2 Mud, White	No		Gypsum Mica Carbonates Binder/Filler 100%
0068736-094 94		LAYER 1 Wallboard, White/ Brown Note: No Joint Compound Present	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica 89%
		LAYER 2 Texture, Beige/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-095 95		Wallboard, White/ Brown Note: No Joint Compound & Texture Present	No		Cellulose Fiber 10% Gypsum Carbonates Mica Binder/Filler 90%
0068736-096 96		LAYER 1 Wallboard, White/ Brown Note: No Joint Compound Present	No		Cellulose Fiber 10% Fibrous Glass 1% Gypsum Carbonates Mica 89%
		LAYER 2 Texture, Beige/ Off White	No		Carbonates Mica Quartz Binder/Filler 100%

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
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Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION	EPA Method:	EPA 600/M4-82-020	
	BLDG			
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-097 97		4" Cove Base Mastic, Dk Brown/ Tan	No		Cellulose Fiber 1% Gypsum Quartz Carbonates Binder/Filler 99%
0068736-098 98		4" Cove Base Mastic, Dk Brown/ Tan	No		Cellulose Fiber <1% Carbonates Gypsum Binder/Filler 99%
0068736-099 99		4" Cove Base Mastic, Dk Brown/ Tan	No		Cellulose Fiber <1% Carbonates Gypsum Binder/Filler 99%
0068736-100 100		LAYER 1 12"x12" Floor Tile, Brown	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 5% Carbonates Gypsum Binder/Filler 95%
		LAYER 3 Mastic, Black	Yes	Chrysotile 5%	Cellulose Fiber 2% Carbonates Gypsum Binder/Filler 93%

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	Date Reported:	09/29/2008	
Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-101 101		LAYER 1 12"x12" Floor Tile, Brown	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 5% Carbonates Gypsum Binder/Filler 95%
		LAYER 3 Mastic, Black	Yes	Chrysotile 8%	Cellulose Fiber 2% Carbonates Gypsum Binder/Filler 90%
0068736-102 102		LAYER 1 12"x12" Floor Tile, Brown	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 5% Carbonates Gypsum Binder/Filler 95%
		LAYER 3 Mastic, Black	Yes	Chrysotile 8%	Cellulose Fiber 2% Carbonates Gypsum Binder/Filler 90%
0068736-103 103		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 2%	Cellulose Fiber 1% Carbonates Mica Quartz 97%
		LAYER 3 Texture, Beige/ Off White	No		Carbonates Mica Binder/Filler 100%

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
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Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-104 104		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 3%	Carbonates Mica Quartz 97%
		LAYER 3 Texture, Beige/ Off White	No		Carbonates Mica Binder/Filler 100%
0068736-105 105		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
		LAYER 2 Joint Compound, Beige	Yes	Chrysotile 3%	Carbonates Mica Quartz 97%
		LAYER 3 Texture, Beige/ Off White	No		Carbonates Mica Binder/Filler 100%

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Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
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	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)		Non-Asbestos Constituents
0068736-106 106		LAYER 1 12"x12" Floor Tile, Beige	No			Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No			Cellulose Fiber 2% Gypsum Carbonates Quartz Binder/Filler 98%
		LAYER 3 12"x12" Floor Tile, Off White	Yes	Chrysotile Tremolite	3% 2%	Non-Fibrous Tremolite 5% Gypsum Carbonates Quartz Binder/Filler 90%
		LAYER 4 Mastic, Black	Yes	Chrysotile	12%	Gypsum Carbonates Binder/Filler 88%
0068736-107 107		LAYER 1 12"x12" Floor Tile, Beige	No			Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No			Cellulose Fiber 2% Gypsum Carbonates Quartz Binder/Filler 98%
		LAYER 3 12"x12" Floor Tile, Off White	Yes	Chrysotile Tremolite	3% 2%	Non-Fibrous Tremolite 5% Gypsum Carbonates Quartz Binder/Filler 90%
		LAYER 4 Mastic, Black	Yes	Chrysotile	10%	Gypsum Carbonates Binder/Filler 90%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-108 108		LAYER 1 12"x12" Floor Tile, Beige	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 2% Gypsum Carbonates Quartz Binder/Filler 98%
		LAYER 3 12"x12" Floor Tile, Off White	Yes	Chrysotile 3% Tremolite 2%	Non-Fibrous Tremolite 5% Gypsum Carbonates Quartz Binder/Filler 90%
		LAYER 4 Mastic, Black	Yes	Chrysotile 12%	Gypsum Carbonates Binder/Filler 88%
0068736-109 109		Cove Base Mastic, Black/ Brown/ Tan	No		Wollastonite 5% Carbonates Gypsum Binder/Filler 95%
0068736-110 110		Cove Base Mastic, Black/ Brown/ Tan	No		Cellulose Fiber <1% Gypsum Carbonates Binder/Filler 99%
0068736-111 111		Cove Base Mastic, Black/ Brown/ Tan	No		Wollastonite 5% Carbonates Gypsum Binder/Filler 95%

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	BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-112 112		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
		LAYER 2 Joint Compound, White	No		Cellulose Fiber 1% Carbonates Mica 99%
		LAYER 3 Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-113 113		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
		LAYER 2 Joint Compound, White	No		Cellulose Fiber 1% Carbonates Mica 99%
		LAYER 3 Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-114 114		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Gypsum Carbonates Mica 90%
		LAYER 2 Joint Compound/ Paint, White Note: Sample is mainly Paint - little Compound present	No		Cellulose Fiber 1% Carbonates Mica 99%
		LAYER 3 Texture / Paint, White Note: Sample is mainly Paint - little Texture present	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-115 115		LAYER 1 12"x12" Floor Tile, White	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 3% Carbonates Gypsum Binder/Filler 97%
0068736-116 116		LAYER 1 12"x12" Floor Tile, White	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 1% Carbonates Gypsum Binder/Filler 99%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	Date Reported:	09/29/2008	
Address:	100 E. CANO, EDINBURG, TX 78539	EPA Method:	EPA 600/M4-82-020	
		Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-117		LAYER 1 12"x12" Floor Tile, White	No		Carbonates Quartz Binder/Filler 100%
		LAYER 2 Mastic, Yellow	No		Cellulose Fiber 3% Carbonates Gypsum Binder/Filler 97%
0068736-118		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Mica Carbonates 88%
		LAYER 2 Joint Compound, White	No		Carbonates Mica 100%
		LAYER 3 Texture, White	No		Carbonates Mica Binder/Filler 100%
0068736-119		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Mica Carbonates 88%
		LAYER 2 Joint Compound, White	No		Carbonates Mica 100%
		LAYER 3 Texture, White	No		Carbonates Mica Binder/Filler 100%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-120 120		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Mica Carbonates 88%
		LAYER 2 Joint Compound, White	No		Cellulose Fiber 1% Carbonates Mica 99%
		LAYER 3 Texture, White	No		Carbonates Mica Binder/Filler 100%
0068736-121 121		LAYER 1 8" Paper Wrap, Silver/ White	No		Fibrous Glass 20% Cellulose Fiber 10% Aluminum Gypsum Binder/Filler 70%
		LAYER 2 Tape Canvas, Off White	No		Cellulose Fiber 90% Gypsum Binder/Filler 10%
		LAYER 3 Mastic, Off White	No		Fibrous Glass 5% Gypsum Quartz Binder/Filler 95%
0068736-122 122		LAYER 1 8" Paper Wrap, Silver/ White	No		Fibrous Glass 20% Cellulose Fiber 10% Aluminum Gypsum Binder/Filler 70%
		LAYER 2 Tape Canvas, Off White	No		Cellulose Fiber 90% Gypsum Binder/Filler 10%
		LAYER 3 Mastic, Off White	No		Fibrous Glass 5% Gypsum Quartz Binder/Filler 95%

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	BLDG			
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-123 123		LAYER 1 8" Paper Wrap, White	No		Fibrous Glass 20% Gypsum Binder/Filler 80%
		LAYER 2 Tape Canvas, Off White	No		Fibrous Glass 50% Carbonates Gypsum Binder/Filler 50%
		LAYER 3 Mastic, Off White	No		Gypsum Quartz Binder/Filler 100%
0068736-124 124		LAYER 1 4"-8" Paper Wrap, White/ Silver	No		Fibrous Glass 20% Cellulose Fiber 10% Aluminum Gypsum Binder/Filler 70%
		LAYER 2 Tape Canvas, White	No		Cellulose Fiber 80% Gypsum Binder/Filler 20%
		LAYER 3 Mastic, Off White	No		Cellulose Fiber 3% Gypsum Binder/Filler 97%
0068736-125 125		LAYER 1 4"-8" Paper Wrap, White/ Silver	No		Fibrous Glass 20% Cellulose Fiber 10% Aluminum Gypsum Binder/Filler 70%
		LAYER 2 Tape Canvas, White	No		Cellulose Fiber 80% Gypsum Binder/Filler 20%
		LAYER 3 Mastic, Off White	No		Cellulose Fiber 3% Gypsum Binder/Filler 97%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-126 126		LAYER 1 4"-8" Paper Wrap, White/ Silver	No		Fibrous Glass 20% Cellulose Fiber 10% Aluminum Gypsum Binder/Filler 70%
		LAYER 2 Tape Canvas, White	No		Cellulose Fiber 80% Gypsum Binder/Filler 20%
		LAYER 3 Mastic, Off White	No		Cellulose Fiber 3% Gypsum Binder/Filler 97%
0068736-127 127		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica 88%
		LAYER 2 Joint Compound, White	No		Carbonates Mica Quartz 100%
		LAYER 3 Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%

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Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-128 128		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica 88%
		LAYER 2 Joint Compound, White	No		Carbonates Mica Quartz 100%
		LAYER 3 Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-129 129		LAYER 1 Wallboard, White/ Brown	No		Cellulose Fiber 10% Fibrous Glass 2% Gypsum Carbonates Mica 88%
		LAYER 2 Joint Compound, White	No		Carbonates Mica Quartz 100%
		LAYER 3 Texture, White	No		Carbonates Mica Quartz Binder/Filler 100%
0068736-130 130		Cloth Canvas Wrap, Old Yellow	No		Cellulose Fiber 90% Gypsum Binder/Filler 10%
0068736-131 131		Cloth Canvas Wrap, Old Yellow	No		Cellulose Fiber 90% Gypsum Binder/Filler 10%

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Laboratory Report

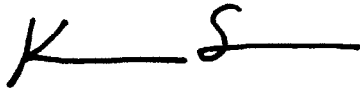
0068736

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	RABA KISTNER	Job# / P.O. #:	ASF08-219-00	122882
Address:	800 E. HACKBERRY McALLEN, TX 78501	Date Received:	09/26/2008	
		Date Analyzed:	09/29/2008	
Collected:	09/24/2008	Date Reported:	09/29/2008	
Project Name/	HIDALGO COUNTY ADMINISTRATION BLDG	EPA Method:	EPA 600/M4-82-020	
Address:	100 E. CANO, EDINBURG, TX 78539	Submitted By:	AL GURROLA	
		Collected By:	Customer	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0068736-132 132		Cloth Canvas Wrap, Old Yellow	No		Cellulose Fiber 90% Gypsum Binder/Filler 10%



Analyst - Kenneth Scheske



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernable layer. All analyses are derived from calibrated visual estimate and measured in weight percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately <1% by weight. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by any entity to claim product endorsement by NVLAP or any agency of the U.S. Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non friable organically bound materials.



Page 1 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#: 68736
TAT: 1 day
Rec'd: SEP 26 AM
EMC USE ONLY

COMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. HackberryMcAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rki.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$____ / Sample \$____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] 1-Day [2-Day] [3-Day] [5-Day] [6-10 Day]

***Prior confirmation of turnaround time is required

***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: Bulk-PCM [Air-PCM] [Lead] [Point Count] [Fungal: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Hidalgo County Administration Bldg - 100 E Camp, Edinburg, TX 78539P.O. Number: 122882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE		
1	1	9-24-8	12"x12" FT w Yellow Mastic	(Ref)			
2	2		" " "	Y N			
3	3		" " "	Y N			
4	4		12"x12" FT + Yellow Mastic	(Ref)			
5	5		" " "	Y N			
6	6		" " "	Y N			
7	7		12"x12" FT + Black Mastic	(Ref)			
8	8		" " "	Y N			
9	9		" " "	Y N			
10	10		12"x12" FT + Yellow Mastic	(Ref)			
11	11		" " "	Y N			
12	12		" " "	Y N			
13	13		Counter Tops - tan	Y N			
14	14		" " "	Y N			
15	15		" " "	Y N			

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) AL(Signature) ALRelinquished by: AL Date/Time: 9-25-8 Received by: Blanca Federico Date/Time: 9/26/08Relinquished by: Blanca Federico Date/Time: 9/26/08 Received by: Blanca Federico Date/Time: 9/29/08

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

*** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Page 2 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:
EMC USE ONLY

COMPANY NAME: RABA KISTNER

BILL TO: (If Different Location)

800 E. HackberryMcAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(958) 682-5332 / (956) 682-5487

Email:

agurrola@rkci.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$ _____ / Sample \$ _____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] (1-Day) [2-Day] [3-Day] [5-Day] [6-10 Day]---Prior confirmation of turnaround time is required

---Additional charges for rush analysis (please call marketing department for pricing details)

---Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Administration Bldg - 100 E. Cano Blvd, Edinburg TX 78539P.O. Number: 122882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE
16	16	9-24-08	2'x2' Ceiling Tile - white/beige	Y N	
17	17		" " "	Y N	
18	18		" " "	Y N	
19	19		Wallboard, Joint Compound/Texture	Y N	
20	20		" " "	Y N	
21	21		" " "	Y N	
22	22		2'x4' Ceiling Tile - w/beige	Y N	
23	23		" " "	Y N	
24	24		" " "	Y N	
25	29		Ventilation Damper - Black	Y N	
26	26		" " "	Y N	
27	27		" " "	Y N	
28	28		2" P-wrap Canvas Tape + Mastic	Y N	
29	29		" " "	Y N	
30	30		" " "	Y N	

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) Al Gurrola(Signature) Al GurrolaRelinquished by: Al Gurrola Date/Time: 9-25-08 Received by: Diana Federico Date/Time: 9/26/08Relinquished by: Diana Federico Date/Time: 9/26/08 Received by: Al Gurrola Date/Time: 9-29-08

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

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Page 3 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:
EMC USE ONLY

68736

COMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. HackberryMcAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rkci.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$____ / Sample \$____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

***Prior confirmation of turnaround time is required

***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PCM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Administration bldg - 100 E. Cano, Edinburg, TX 78539P.O. Number: 122882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE
31	31	9-24-8	6" Paper Wrap, Mastik + Canvas wrap	Y N	
32	32		" " "	Y N	
33	33		" " "	Y N	
34	34		Mud (white) - Round Columns	Y N	
35	35		" " "	Y N	
36	36		" " "	Y N	
37	37		Wall Mud - Concrete wall Vault	Y N	
38	38		" " "	Y N	
39	39		" " "	Y N	
40	40		12" x 12" FT + Yellow Mastik (Gray)	Y N	
41	41		" " "	Y N	
42	42		" " "	Y N	
43	43		Sink Under coat - Lt. pink	Y N	
44	44		" " "	Y N	
45	45		" " "	Y N	

SPECIAL INSTRUCTIONS:

Sample Collector: (Prim)

AL G.

(Signature)

th JK

Relinquished by:

th JKDate/Time: 9-25-8

Received by:

Diana Federico

Date/Time:

9/26/08

Relinquished by:

Diana FedericoDate/Time: 9/26/08

Received by:

th S

Date/Time:

9/29/08

Relinquished by:

Date/Time:

Received by:

Date/Time:

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Page 4 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:
EMC USE ONLY

COMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. Hackberry

McAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rkci.com

Now Accepting: VISA - MASTERCARD

Price Quoted: \$ / Sample \$ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1 Day] [2-Day] [3-Day] [5-Day] [6-10 Day]***Prior confirmation of turnaround time is required

***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Administration Bldg. 100 E. Cano, Edinburg, TX 78539P.O. Number: 122882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
46	46	9-24-8	4" Cove base Mastic beige/yellow				
47	47		" " "	Y N			
48	48		" " "	Y N			
49	49		Spray-On Ceiling Texture	Y N			
50	50		" " "	Y N			
51	51		" " "	Y N			
52	52		2" Elbow Wrap/Mastic(w) + Cement Tape	Y N			
53	53		" " "	Y N			
54	54		" " "	Y N			
55	55		12"x12" FT (pink) + Yellow Mastic	Y N			
56	56		" " "	Y N			
57	57		" " "	Y N			
58	58		WALLboard, TC + Texture	Y N			
59	59		" " "	Y N			
60	60		" " "	Y N			

SPECIAL INSTRUCTIONS:

Sample Collector: (Print)

AL G.

(Signature)

Relinquished by:

Date/Time: 9-25-8

Received by:

Date/Time: 9/26/08

Relinquished by: Diana Federico

Date/Time: 9/26/08

Received by:

Date/Time: 9/29/08

Relinquished by:

Date/Time:

Received by:

Date/Time:

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Page 5 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

68734

Rec'd:

EMC USE ONLY

COMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. Hackberry

McAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rkci.com

Now Accepting: VISA - MASTERCARD

Price Quoted: \$ / Sample \$ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

***Prior confirmation of turnaround time is required

***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Administration Bldg. - 100E Cano, Edinburg TX 78589P.O. Number: 122882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AN SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
61	61	9-24-8	Wallboard, J.C./Texture	<u>(50%)</u>			
62	62		" " "	Y N			
63	63		" " "	Y N			
64	64	9-25-8	Yellow/lt Yellow Mastie	Y N			
65	65		" " "	Y N			
66	66		" " "	Y N			
67	67		Wall Board, J.C./Texture	Y N			
68	68		" " "	Y N			
69	69		" " "	Y N			
70	70		4"x6" JT Comas Tape, Mastie + Paper Wrap	Y N			
71	71		" " "	Y N			
72	72		" " "	Y N			
73	73		2" Wrap + Gray Mastie	Y N			
74	74		" " "	Y N			
75	75		" " "	Y N			

SPECIAL INSTRUCTIONS:

Sample Collector: (Print)

Al G.

(Signature)

Al G.

Relinquished by:

Al G.Date/Time: 9-25-8

Received by:

Diana Federico

Date/Time:

9/26/08

Relinquished by:

Diana Federico

Date/Time:

9/26/08

Received by:

Date/Time:

9/29/08

Relinquished by:

Date/Time:

Received by:

Date/Time:

*** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Page 6 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:
EMC USE ONLYCOMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. HackberryMcAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rkcil.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$_____/Sample \$_____/Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1 Day] [2-Day] [3-Day] [5-Day] [6-10 Day]***Prior confirmation of turnaround time is required

***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PCM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Administration Bldg. - 100 E. Cano, Edinburg, TX 78539P.O. Number: 122882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE		
76	76	9-25-08	Sink Under Coat white	Y N			
77	77		"	Y N			
78	78		"	Y N			
79	79		12"x12" FT (Blue) + Yellow Masth	Y N			
80	80		" " "	Y N			
81	81		" " "	Y N			
82	82		2'x2' CT - Gray - Rough Surface	Y N			
83	83		" " "	Y N			
84	84		" " "	Y N			
85	85		2" Wrap / Canvas Tape + Masth of Plastic	Y N			
86	86		" " "	Y N			
87	87		" " "	Y N			
88	88		Black Masth / Silver Wrap	Y N			
89	89		" " "	Y N			
90	90		" " "	Y N			

SPECIAL INSTRUCTIONS:

Sample Collector: (Print)

AL

(Signature)

ALRelinquished by: AL Date/Time: 9-25-08 Received by: Angela Federico Date/Time: 9/26/08Relinquished by: Diana Federico Date/Time: 9/26/08 Received by: AL Date/Time: 9/29/08

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Page 7 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:
EMC USE ONLY

68736

COMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. HackberryMcAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rkci.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$____ / Sample \$____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

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***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [BULK-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Administration Bldg - 100 E. Cano, Edinburg, TX 78539P.O. Number: 122 882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE
91	91	9-25-8	White Mud/tan Concrete - Culvert pipe (South Side)	Y	N
92	92		" " "	N	
93	93		" " "	N	
94	94		WAB Board, TC/Texture (fin) (interior)	Y	N
95	95		" " "	N	
96	96		" " "	N	
97	97		4" Cure Base Material (Dark Brown/tan)	Y	N
98	98		" " "	N	
99	99		" " "	N	
100	100		12"x12" PT Brown+Yellow/Black Material (on left behind)	Y	N
101	101		" " "	N	
102	102		" " "	N	
103	103		WAB Board, TC+Texture (New)	Y	N
104	104		" " "	N	
105	105		" " "	N	

SPECIAL INSTRUCTIONS:

Sample Collector: (Print)

Al G.

(Signature)

Al G.

Relinquished by:

Al G.Date/Time: 9-25-8

Received by:

Diana FedericoDate/Time: 9/26/08

Relinquished by:

Diana FedericoDate/Time: 9/26/08

Received by:

Al G.Date/Time: 9/29/08

Relinquished by:

Date/Time:

Received by:

Date/Time:

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Page 8 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

TAT:

Rec'd:

EMC USE ONLY

COMPANY NAME: RABA KISTNER
800 E. Hackberry
McAllen, TX 78501
CONTACT: Al Gurrola
Phone/Fax: (956) 682-5332 / (956) 682-5487
Email: agurrola@rkci.com

BILL TO:

(If Different Location)

Now Accepting: VISA - MASTERCARD

Price Quoted: \$____ / Sample \$____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1 Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

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***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PCM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]
(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)4. Project Name: Old Hidalgo County Administration Bldg - 100 E. Cano. Edinburg, TX 78539P.O. Number: 122 882Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes/No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE		
<u>106</u>	<u>106</u>	<u>9-25-08</u>	<u>12"X12" FT (Base) + Yellow + Black Mastic</u>	<u>Y</u> <u>N</u>			
<u>107</u>	<u>107</u>		" " "	<u>Y</u> <u>N</u>			
<u>108</u>	<u>108</u>		" " "	<u>Y</u> <u>N</u>			
<u>109</u>	<u>109</u>		<u>Core base Mastic - Black/brown / tan</u>	<u>Y</u> <u>N</u>			
<u>110</u>	<u>110</u>		" " "	<u>Y</u> <u>N</u>			
<u>111</u>	<u>111</u>		" " "	<u>Y</u> <u>N</u>			
<u>112</u>	<u>112</u>		<u>Wash Room, TC + Texture</u>	<u>Y</u> <u>N</u>			
<u>113</u>	<u>113</u>		" " "	<u>Y</u> <u>N</u>			
<u>114</u>	<u>114</u>		" " "	<u>Y</u> <u>N</u>			
<u>115</u>	<u>115</u>		<u>12"X12" FT + Yellow Mastic -</u>	<u>Y</u> <u>N</u>	<u>3rd Floor</u>		
<u>116</u>	<u>116</u>		" " "	<u>Y</u> <u>N</u>			
<u>117</u>	<u>117</u>		" " "	<u>Y</u> <u>N</u>			
<u>118</u>	<u>118</u>		<u>Wash Room TC / Texture (Drainage)</u>	<u>Y</u> <u>N</u>			
<u>119</u>	<u>119</u>		" " "	<u>Y</u> <u>N</u>			
<u>120</u>	<u>120</u>		" " "	<u>Y</u> <u>N</u>			

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) M(Signature) thRelinquished by: thDate/Time: 9-25-08Received by: Diana FedericoDate/Time: 9/26/08Relinquished by: Diana FedericoDate/Time: 9/26/08Received by: thDate/Time: 9/29/08

Relinquished by: _____

Date/Time: _____

Received by: _____

Date/Time: _____

*** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Page 9 of 9

CHAIN OF CUSTODY

EMC Laboratories
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(800) 362-3373 Fax (480) 893-1726

LAB#:

TAT:

Rec'd:
EMC USE ONLY

COMPANY NAME: RABA KISTNER

BILL TO:

(If Different Location)

800 E. HackberryMcAllen, TX 78501

CONTACT:

Al Gurrola

Phone/Fax:

(956) 682-5332 / (956) 682-5487

Email:

agurrola@rkci.comNow Accepting: VISA - MASTERCARD

Price Quoted: \$ / Sample \$ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]***Prior confirmation of turnaround time is required

***Additional charges for rush analysis (please call marketing department for pricing details)

***Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: Old Hidalgo County Admin Bldg - 100 E. Cano, Edinburg Texas 78539
P.O. Number: 122882 Project Number: ASF08-219-00

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS ON OFF FLOW RATE
121	121	9-25-8	8" Paper/Wrap/Tape Corner/Mashed (White)	Y N	3rd Flr
122	122		" " "	Y N	
123	123		" " "	Y N	
124	124		4" x 8" Wrap Tape Corner/Mashed (White)	Y N	Mechanical Room
125	125		" " "	Y N	
126	126		" " "	Y N	
127	127		Wall Board, TC / Texture	Y N	2nd
128	128		" " "	Y N	"
129	129		" " "	Y N	Hard W. Wall 1 st Floor
130	130		Cloth Corner/Wrap - Old Yellow	Y N	1 st Floor (South)
131	131		" " "	Y N	
132	132		" " "	Y N	
				Y N	
				Y N	
				Y N	

SPECIAL INSTRUCTIONS:

Sample Collector: (Print)

Al G.

(Signature)

Relinquished by:

Al G.Date/Time: 9-25-8

Received by:

Diana FedenicaDate/Time: 9/26/08

Relinquished by:

Diana FedenicaDate/Time: 9/26/08

Received by:

[Signature]Date/Time: 9/29/08

Relinquished by:

Date/Time:

Received by:

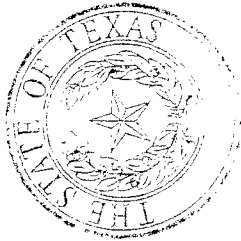
Date/Time:

In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.



ATTACHMENT C

R-K LICENSE AND CERTIFICATIONS



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

RABA-KISTNER CONSULTANTS INC

is certified to perform as a

Asbestos Consultant Agency

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

A handwritten signature in cursive script, appearing to read "David Lakey", written over a horizontal line.

DAVID LAKEY, M.D.
COMMISSIONER OF HEALTH

License Number: 100037

Control Number: 96123

Expiration Date: 5/12/2010

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

MARCH 18, 2008

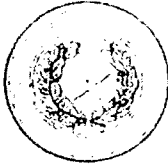
MICHAEL COSGROVE
200 HIGH POINT TRAIL
DRIPPING SPRING, TX 78620

This is to verify that the individual shown below holds a valid credential to practice as an ASBESTOS INDIVIDUAL CONSULTANT in the State of Texas.

NAME: MICHAEL COSGROVE
LICENSE NUMBER: 105473
LICENSE TYPE: ASBESTOS INDIVIDUAL CONSULTANT
EXPIRATION DATE: 3/15/2010

If you have any questions, please contact us by phone at 512-834-6600, by fax at 512/834-6614. We encourage you to visit our website at <http://www.dshs.state.tx.us> for frequently updated information, including rules, laws, publications and forms. You may also verify a credential through this website.

Environmental & Sanitation Licensing Group



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

JULY 10, 2008

ALVARO GURROLA
7012 S ST MARIE DR
PHARR, TX 78577

This is to verify that the individual shown below holds a valid credential to practice as an ASBESTOS INDIVIDUAL MANAGEMENT PLANNER in the State of Texas.

NAME: ALVARO GURROLA
LICENSE TYPE: ASBESTOS INDIVIDUAL MANAGEMENT PLANNER
LICENSE NUMBER: 205447
CONTROL NUMBER: 95520
EXPIRATION DATE: 7/19/2010

If you have any questions, please contact us by phone at 512-834-6600, by fax at 512/834-6614. We encourage you to visit our website at <http://www.dshs.state.tx.us> for frequently updated information, including rules, laws, publications and forms. You may also verify a credential through this website.

Environmental & Sanitation Licensing Group

**Pct 4-Inv#s ENG1226, ENG1227 & ROW048-J. E. Saenz & Associates,
Inc.-C-09-171-05-19**

CC CONSENT

Date: 06/30/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. ENG 1226 in the amount of \$ 10,705.00, submitted by J. E. Saenz & Associates, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-09-171-05-19 Engineering Services for the Preliminary Design and Construction Phase Services for: "Curry Road West of Cesar Chavez" within Hidalgo County Pct. No. 4(PO#624527).
2. Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice Nos. ENG 1227 & ROW048 in the total amount of \$ 36,768.91, submitted by J. E. Saenz & Associates, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-09-171-05-19 Engineering Services and the ROW Acquisition for the Preliminary Design and Construction Phase Services for: "Lakeview Subdivision" within Hidalgo County Pct. No. 4(PO#624526).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#624527 available balance as of 6-26-09 \$10,705.00.

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-401-0-711/731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#624526 available balance as of 6-26-09 \$76,447.00

Available in Object code 711 \$50,000	Invoice# ROW048 \$25,000.00
Available in Object code 731 \$26,447	Invoice# Eng1227 \$11,768.91

Attachments

Link: [Inv#s ENG1226](#)

Link: [Inv#s ENG1227 & ROW048-](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/23/2009 02:34 PM	APRV
2	Budget & Management	Rosie Cantu	06/23/2009 03:02 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 04:00 PM	APRV
4	Auditor's Office	Angela Garcia	06/26/2009 05:13 PM	APRV

Form Started By: Letty Saenz

Started On: 06/22/2009 03:14 PM

Final Approval Date: 06/26/2009



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JUNE 22, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #ENG1226: CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #ENG1226 IN THE AMOUNT OF \$10,705.00 FOR J.E. SAENZ & ASSOCIATES, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #624527, ACCOUNT: 9-1204-431-00-124-007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1226 & P.O. 624527

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

June 11, 2009

INVOICE NO: ENG1226

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN:

Oscar Garza, Commissioner

PROJECT:

Design and Construction
ENG 09.001 (A) Curry Road

E-09-171-0579

INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

Pct. #

Pur. Req. #

P.O. #

9-1204-431-00-124-007-0-731

0801

756808

624527

INVOICE FOR SERVICES RELATED TO DESIGN AND CONSTRUCTION PHASE SERVICES FOR
CURRY ROAD WEST OF CESAR CHAVEZ.

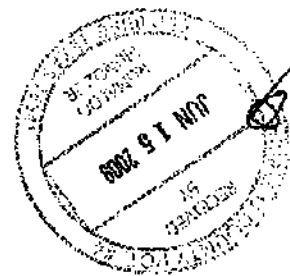
DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
Phase I, (40%) Data Collection, Survey, Etc.	\$ 4,282.00	100	\$ 4,282.00
Phase II, (50%) Design, Plans, Advertise for Bids, Contract Award, Etc.	\$ 5,352.50	100	\$ 5,352.50
Phase III, (10%) Construction, Coordination, As-Built, Etc.	\$ 1,070.50	100	\$ 1,070.50
TOTAL BUDGET:	\$ 10,705.00	100	\$ 10,705.00

TOTAL EARNED: \$10,705.00
PREVIOUSLY INVOICED: \$ 0.00
TOTAL DUE: \$10,705.00

TOTAL AMOUNT DUE:

\$ 10,705.00

H:\Administrative\Invoices\ENGINEERING\2009\ENG 09.001 (A) CURRY (1) JUNE 2009 DRAFT.wp6



POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Leticia Saenz

From: Rinaldo Munoz [rinaldo.munoz@co.hidalgo.tx.us]
Sent: Monday, June 22, 2009 1:37 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: J.E. Saenz inv #eng1226 for CC
Attachments: Picture 001.jpg; Picture 002.jpg

Please place this invoice EnG1226 for J.E. Saenz on the next CC

Thanks Munoz



County of Hidalgo Pct. 4

Commissioner Oscar L. Garga Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JUNE 22, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #ENG1227 & ROW048: CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICES #ENG1227 & ROW048 IN THE AMOUNTS OF \$11,768.91 & 25,000.00 FOR J.E. SAENZ & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THESES INVOICES WILL BE FROM PURCHASE ORDER #624526, ACCOUNT'S:

9-1204-431-00-124-401-0-731 FOR \$11,768.91

9-1204-431-00-124-401-0-711 FOR \$25,000.00

TOTAL= \$36,768.91

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

ATTACHMENTS: Inv., ENG1227 & ROW048 & P.O. 624526

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

June 11, 2009

e-09-171-05-19

INVOICE NO: ENG1227

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

9-1204-431-00-124-007-0-731
Pct. # 401
Pur. Req. # 0807
P.O. # 156803
624526

ATTN:

Oscar Garza, Commissioner

PROJECT:

Design and Construction
ENG 09.001 (B) Lakeview Subdivision

INVOICE RECEIVED BY: on 6-15-09
00000/SERVICES RECEIVED BY: on 6-15-09

INVOICE No 1 FOR SERVICES RELATED TO DESIGN AND CONSTRUCTION PHASE SERVICES
FOR LAKEVIEW SUBDIVISION WEST OF NORTH MCCOLL.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
Phase I, (25%) Data Collection, Survey, Etc.	\$ 6,611.75	100	\$ 6,611.75
Phase II, (50%) Design, Plans, Advertise for Bids, Contract Award, Etc.	\$ 17,190.55	30	\$ 5,157.16
Phase III, (10%) Construction, Coordination, As-Builts, Etc.	\$ 2,644.70	0	\$ 0.00
TOTAL BUDGET:	\$ 26,447.00	44	\$ 11,768.91

TOTAL EARNED: \$11,768.91
PREVIOUSLY INVOICED: \$ 0.00
TOTAL DUE: \$11,768.91

TOTAL AMOUNT DUE:

\$ 11,768.91

F:\Administration\Invoices\ENGINEERING\2009\ENG 09.001 (B) LAKEVIEW\15JUNE 2009.wpd



POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3738 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

June 11, 2009

INVOICE :ROW048

TO: Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN: Oscar Garza, Commissioner

PROJECT: Lakeview Subdivision Acquisition
JES JOB NO.: ROW 09.002 (A)

INVOICE (No. 1) FOR SERVICES RELATED TO LAKEVIEW SUBDIVISION ROW ACQUISITION.

<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>% COMPLETE</u>	<u>AMOUNT</u>
ROW ACQUISITION	\$ 30,000.00	50	\$ 25,000.00

TOTAL EARNED:	\$25,000.00
PREVIOUSLY INVOICED:	\$ 0.00
TOTAL DUE:	\$25,000.00

Total Due

\$25,000.00

INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

C-09-171-05-19

Pct. #

Pur. Req. #

P.O. #

9-1204431-00-124-000-0-911

401

56803

624526

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Leticia Saenz

From: Rinaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Monday, June 22, 2009 1:42 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Place inv #Eng1227 & ROW048 from J.E. Saenz on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Please place the two invoices from J.E. Saenz on the next CC

Thanks Munoz

Renewals/Extensions-Severall Contracts**CC CONSENT**

Date: 06/30/2009
 Submitted By: Vangie Garcia, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information**CAPTION**

1. Requesting authority to exercise the option to renew/extend the one (1) year of a two (2)-one (1) year option as provided in current contract #08-139-07-22-Drug Testing Services by and between Judge Mario E. Ramirez, Jr., Juvenile Justice Center and Speights, Stinson, Cortinas, And McDonald dba The Center Of Industrial Rehabilitation Services, under the same rates, terms and conditions with renewal/extension date effective as of: July 23, 2009 with termination date of July 22, 2010;
2. Requesting authority to exercise the option to renew/extend the one (1) year of a two (2)-one (1) year option as provided in current contract #08-209-07-22-Prescription Drug Discount Card Program by and between Hidalgo County and DataRx Management, Inc., under the same rates, terms and conditions with renewal/extension date effective as of: July 22, 2009 with termination date of July 21, 2010;
3. Requesting authority to exercise the option to renew/extend the 2nd year of a three (3)-one (1) year option as provided in current contract E-08-265-06-17-Juvenile Justice Alternative Education Program by and between Hidalgo County Juvenile Probation and Southwest Key Programs, Inc., under the same rates, terms and conditions with renewal/extension date effective as of: August 1, 2009 with termination date of July 31, 2010.

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-32-330-001-0-339
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 For Item 1: Available balance as of 6/26/09 is \$20,730.00.

FISCAL YEAR: 2009 ACCT. #: 9-1294-423-00-330-018-0-350
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:

For Item 3: The budget for this fiscal year's extension/renewal will be setup in August 2009, as per Oscar Garcia from Auditor's.

FISCAL YEAR: N/A

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For Item 2: For the renewal/extension for C-08-209-07-22-Prescription Drug Discount Card Program with DataRx Management, Inc., it is at **"No Cost"** to Hidalgo County.

Attachments

Link: [Letter & Contract with DataRx](#)

Link: [Letter & Contract with Southwest Key](#)

Link: [Letter & Contract with The Center of Industrial](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		06/26/2009 05:13 PM	PEND
2	Budget & Management	Erika Zamora	06/24/2009 01:37 PM	APRV
3	Perla Lopez	Perla Lopez	06/26/2009 10:37 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/22/2009 02:31 PM

Final Approval Date: 06/26/2009



PURCHASING DEPARTMENT
County Of Hidalgo

June 22, 2009

Brian Vossler, Director Sales & Marketing
DataRx Management, Inc.
305 W. Woodward Street, Ste. 220
Denison, Texas 78539

Via Facsimile: bvossler@data-rx.com

Re: *Extension of Contract No. 08-209-07-22-Prescription Drug Discount Card Program*

Dear Mr. Vossler:

Commissioners' Court will take applicable action (Tuesday, June 30, 2009) in connection with the option to extend/renew the one (1) year of a two (2)-one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renewal/extension is of July 22, 2009 with termination date of July 21, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, June 24, 2009, 10:00 a.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: *[Signature]*

Date: 6/22/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

[Signature: Vangie Y. Garcia]

Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-209-07-22**

THIS CONTRACT is made and entered into this **22nd** day of **July, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **DataRx Management, Inc.**, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for "**Prescription Drug Discount Card**" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **Hidalgo County**.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications. Company agrees in performing the Services that it will use proper professional

standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, with the County's at its sole option to renew/extend for or up to an additional two (2) one (1) year term. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, Company shall not charge the County.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company **DataRx Management, Inc.
Attn: Brian B. Vossler, Dir of Sales/Marketing
305 W. Woodard Street, Ste. 220
Denison, Texas 75020**

13. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 9th day of Oct, 2008.

APPROVED BY COMMISSIONERS COURT ON: JULY 22, 2008

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: [Signature]

Stephen L. Crain

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO

By: [Signature]

Juan D. Salinas, III, County Judge

COMPANY: DataRx Management, Inc.

By: [Signature]

Printed Name: Brian E. Vossper

Title: VP Sales & Marketing

EXHIBIT “A”
SPECIFICATIONS
(SCOPE OF SERVICES)

EXHIBIT A

“PRESCRIPTION DRUG DISCOUNT CARD PROGRAM”

RFP NO: 2008-209-06-04-VYG

SCOPE OF SERVICES:

- Hidalgo County is seeking proposals for the development of a program for “Hidalgo County” in order to provide a prescription drug discount card.
- Hidalgo County is seeking information and proposals from qualified national firms/pharmaceutical(s), to provide a fee-based prescription drug card that can be provided by Hidalgo County as a “Goodwill Benefit” to seniors and the uninsured as well as to county employees. As a part of this “Request For Proposal”, there are a series of questions/requirements and specifications that any and all firms/pharmaceutical(s) are to respond, complete and comply to. Hidalgo County also encourages creativity and innovation. Consequently, Hidalgo County encourages firm/pharmaceutical(s) to provide additional information that will assist Hidalgo County in developing an excellent program at a competitive price. Each respondent is invited to submit information illustrating its qualifications, experience and capacity to deliver a discount prescription drug card program. Hidalgo County will also seek face-to-face meetings with each firm/pharmaceutical(s), both to confirm the qualifications of the firm/pharmaceutical(s) and to meet with the day-to-day team that will be working with Hidalgo County. Joint proposals or proposals that include sub-contracts for niche providers and minority- or women-owned enterprises are encouraged.
- Hidalgo County appreciates brevity and do not encourage firm/pharmaceutical(s) to provide substantial volumes of corporate reports or annual reports. Hidalgo County, however, encourage firm/pharmaceutical(s) to provide Hidalgo County with a list of existing local government clients.
- Describe your concepts for the creation of and/or existing prescription drug discount card program.
- What are the key elements of the program? What services are provided as part of the program?
- Describe the method by which a local government would contract for these services?
- Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example, would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

- Describe your pricing methodology.
- What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County.
- Identify and describe the day-to-day team you expect to work with Hidalgo County.
- Discuss your proposed fee-sharing arrangement with Hidalgo County.
- What specific resources do you expect Hidalgo County to provide to this effort?
- Describe your firm/pharmaceutical(s) past efforts to involve minority- and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?
- Describe your firm/pharmaceutical(s) experience in working with local and national trade and professional associations with other Counties.
- Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?
- Discuss your firm/pharmaceutical(s) capability with electronic communications, including processing claims over the Internet.
- Provide a list of local government clients you have worked with on similar programs or services. A partial list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.
- How do you propose to deal with existing clients if you are selected by Hidalgo County?
- Please provide a timeline for startup of this service.
- Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?
- Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceutical(s) responsibilities specifically referring to direct mail, fax broadcast, collateral materials, etc.
- List major drug store chains and/or private pharmaceutical(s) networks that honor your card program.

- Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes in place to add non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).
- Will you enter into Hidalgo County's term contract including fee guarantees?
- What are your expected discounts for brand drugs?
- What are your expected discounts for generic drugs?
- What is your financial rating: Best S&P Duff Phelps?
- Provide your most recent Corporate Annual Report.
- Do you provide discounts for the following prescription drugs:
 - Lorazepam – 0.5mg
 - Furosemide – 40mg
 - Lanoxin – 0.125mg
 - Prilose – 20mg
 - Zoloft – 50mg
 - APAPI – code#3
 - Atenolol – 50mg
 - Trazodine – 50mg
 - Imdur – 60mg
 - Prozac – 20mg
 - Premarin – 0.625mg
 - Glucophage – 500mg
 - Metoprolol – 50mg
 - Kdur – 20mg EQ
 - Glyburide/Metformin HcL – 2.5/500mg
 - Diovan W/Hetz – 160/25mg
 - Simvastatin – 20mg
 - Uroxatral – 10mg
- Provide a sample pharmacy contract.
- What source of AWP do you use?
- How often do you update your system to AWP changes?
- Can you customize customer ID cards?

- Do you offer incentives to pharmacist or participants to maximize generic dispensing?
- Do you have a drug formulary drug rebate program?
- Can you interact with nursing home pharmacies for retirees?
- Can you interact with prisons for dispensing to prisoners?
- How is eligibility maintained and verified?
- Do you provide mail order?

Please inform Hidalgo County if something important from your perspective should be included.

EXHIBIT "B"

VENDOR'S PROPOSAL

THERE ARE NO FEES FOR THIS PROGRAM. PROJECT WILL BE AT NO COST TO THE COUNTY". PLEASE SEE EXHIBIT "A" AND ATTACHMENT "A" FOR FURTHER DETAILS.

ATTACHMENTS "A"

PRESCRIPTION DISCOUNT CARD PROGRAM

RESPONSES BY DATARX MANAGEMENT, INC.

1. Describe your concepts for the creation of and/or existing prescription drug discount card program. What are the key elements of the program? What services are provided as part of the program?

Response:

We provide a discount on all drugs with an 11 digits NDC number. We maintain eligibility for tracking patient's prescriptions. Our discount cards get the same level of adjudication as our healthcare plans. Also, with our discount card, we will keep the business within the local community.

2. Describe the method by which a local government would contact for these services?

Response:

A local government may contact us by phone, fax or email. Our toll free number is (888) 714-4422. Our fax number is (903) 465-0799. Our email is supports@data-rx.com.

3. Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example, would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

Response:

There are no limits placed on the program. The size of the county doesn't change the way we treat the county when pertaining to our discount card.

4. Describe your pricing methodology.

Response:

Our pricing methodology provides fair and competitive prices for the consumer as well as the pharmacy and we strive to keep the business local.

5. What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County?

Response:

We will use all the resources we have to help promote this program in Hidalgo County. We are backed by several local pharmacy groups that have pledged to not only

support this program, but will help to get it up and running.

6. Identify and describe the day-to-day team you expect to work with Hidalgo County.

Response:

Our customer service department will be available 24-7 to assist with any problems that may arise. Our engineering and management staff will be available when necessary.

7. Discuss your proposed fee-sharing arrangement with Hidalgo County.

Response:

There are no fees for this program; this program is provided at no cost to the county.

8. What specific resources do you expect Hidalgo County to provide to this effort?

Response:

We expect the County to help promote and distribute the discount card.

9. Describe your firm/pharmaceutical(s) past efforts to involve minority- and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?

Response:

We are willing to work with W/MBE on this program. We currently work with numerous minority and women owned enterprises, many of which are located locally in Hidalgo County.

10. Describe your firm/pharmaceutical(s) experience in working with local and national trade and professional associations with other Counties.

Response:

We currently work with Cameron County and Denton County providing Pharmacy Benefits Management services for their indigent healthcare programs. DataRx also does business in all 50 states and Puerto Rico.

11. Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?

Responses\:

There are no fees for this program; this program is provided at no cost to the county. We will provide tracking and data entry of card participants.

12. Discuss your firm/pharmaceuticals(s) capability with electronic communications, including processing claims over the internet.

Response:

DataRx currently processes over three million claims per month over the internet.

13. Provide a list of local government clients you have worked with on similar programs or services. A partial list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.

Response:

We currently work with Hidalgo County on the county indigent healthcare program. We also work with Cameron County on the county indigent healthcare program. You may contact these clients.

14. How do you propose to deal with existing clients if you are selected by Hidalgo County?

Response:

If we are selected by Hidalgo County it will have no bearing on our existing clients. We treat all of our clients with the utmost professionalism.

15. Please provide a timeline for startup of this service.

Response:

If DataRx is selected by Hidalgo County, we anticipate the shipment of prescription cards within 24 hours.

16. Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?

Response:

See other attachments as part of this RFP. DataRx is willing to accept all reasonable specific limits as set by Hidalgo County.

17. Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceuticals(s) responsibilities specifically to direct mail, fax, broadcast, collateral materials, etc.

Response:

Since anyone in Hidalgo County is eligible, the cards may be disseminated to anyone you choose. The local pharmacy network will be supporting and promoting this program as well. Additional marketing efforts may include radio and print public service

announcements to the local media.

18. List major drug store chains and/or private pharmaceutical(s) networks that honor your card program.

Response:

Our card is honored by most major chains including Wal Mart, Walgreen's, CVS, Rit Aid, Target, HEB, Kroger's and Albertsons to name a few. However, we would like to keep the network restricted to the local independent pharmacies. Most of the independent pharmacies in Hidalgo County accept our card.

19. Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes in place to add non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).

Response:

We can add a non-participating pharmacy to our network in a matter of minutes.

20. Will you enter into Hidalgo County's term contract including fee guarantees?

Response:

Yes, we will enter into Hidalgo County's term contract. There are no fees for this program; this program is provided at no cost to the county.

21. What are your expected discounts for brand drugs?

Response:

Brands are discounted at an effective rate of 11-15% off of retail.

22. What are your expected discounts for generic drugs?

Response:

Generics are discounted at an effective rate of 30% off retail.

23. What is your financial rating: per S&P Duff Phelps?

Response:

24. Provide your most recent Corporate Annual Report.

Response:

DataRx is privately held company. Specific financial data may be release upon

request.

25. Do you provide discounts for the following prescription drugs:

Lorazepam-0.5mg
Furosemide-40mg
Lanoxim-0.125mg
Prilose-20mg
Zolof-50mg
APAPI-code#3
Atenolol-50mg
Imdur-60mg
Prozac-20mg
Premarin-0.625mg
Glucophage-500mg
Metoprolol-50mg
Kdur-20mg EQ
Glyburide/Metformin HcL-2.5/500mg
Diovan W/Hctz-160/25mg
Simvastatin-20mg
Uroxatral-10mg

Response:

Yes, we provide discounts for all drugs that have an 11 digit NDC number.

26. Provide a sample pharmacy contract.

Response:

See attachment.

27. What source of AWP do you use?

Response:

Medispan

28. How often do you update your system to AWP changes?

Response:

We update our pricing weekly.

29. Can you customize customer ID cards?

Response:

Yes, but rebates are not applicable to discount cards.

30. Do you offer incentives to pharmacist of participants to maximize generic dispensing?

Response:

Yes. The pharmacy's profit level is higher on generics.

31. Do you have a drug formulary rebate program?

Response:

Yes, but rebates are not applicable to discount cards.

32. Can you interact with nursing home pharmacies for retirees?

Response:

Yes.

33. Can you interact with prisons for dispensing to prisoners?

Response:

Yes.

34. How is eligibility maintained and verified?

Response:

Eligibility is maintained automatically. The patient is enrolled as a process of the first filled prescription.

35. Do you provide mail order?

Response:

We can, however, we prefer to keep the money local, with the independent pharmacies that can facilitate 90 day fills.

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10-08-08																		
PRODUCER W. David Bayless, Inc. dba Bayless-Hall Ins, Denison P. O. Box 1229 Denison TX 75021-1229 Phone: 903-465-8383 Fax: 903-465-5034		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW																		
INSURED Data Rx Management, Inc. P O Box 676 Denison, Texas 75020		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">INSURERS AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A</td> <td>Travelers Insurance Co.</td> <td>36161</td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A	Travelers Insurance Co.	36161	INSURER B			INSURER C			INSURER D			INSURER E		
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INSURER D																				
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COVERAGES

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INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	X	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJ. ☐ LOC	TT06301945	09/29/08	09/29/09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 250,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPROP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																	
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GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COMPROP AGG	\$ 2,000,000																	
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	TT06301945	09/29/08	09/29/09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY ☐ ANY AUTO				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY - EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY - EA ACC	\$	AGG	\$						
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		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
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		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>TOTL ER</td> </tr> <tr><td>EA EACH ACCIDENT</td><td>\$</td></tr> <tr><td>EA DISEASE - EA EMPLOYED</td><td>\$</td></tr> <tr><td>EA DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATUTORY LIMITS	TOTL ER	EA EACH ACCIDENT	\$	EA DISEASE - EA EMPLOYED	\$	EA DISEASE - POLICY LIMIT	\$				
WC STATUTORY LIMITS	TOTL ER																	
EA EACH ACCIDENT	\$																	
EA DISEASE - EA EMPLOYED	\$																	
EA DISEASE - POLICY LIMIT	\$																	
A		OTHER Errors and Omissions	TT06301945	10/08/08	09/29/09	Limit per wrongful act \$1,000,000.												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Technology Company - Computer hardware & software design, sales and installation.

CERTIFICATE HOLDER

Hidalgo County
2802 S. Closner Blvd.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Bayless, Inc.

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID I.R. DATAR-1	DATE (MM/DD/YYYY) 10/01/08
PRODUCER Bayless-Hall Ins, Denison W. David Bayless, Inc. dba P. O. Box 1229 Denison TX 75021-1229 Phone: 903-465-8383 Fax: 903-465-5034		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Data Rx Management, Inc PO Box 676 Denison TX 75021		INSURERS AFFORDING COVERAGE INSURER A: Travelers Property Casualty INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 36161

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TT06301945	09/29/08	09/29/09	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	CLAIMS MADE ☒ OCCUR				MFED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY
	POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE
					PRODUCTS - COM/POP AGG
A	AUTOMOBILE LIABILITY	TT06301945	09/29/08	09/29/09	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO				BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident)
A	☒ NON-OWNED AUTOS	TT06301945	09/29/08	09/29/09	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	☐ ANY AUTO				OTHER THAN EA ACC
					AUTO ONLY AGG
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE
	☐ DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT
	OTHER				E.L. DISEASE - EA EMPLOYEE
					E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Technology Company-Computer hardware & software, design, sales and installation. This does not include Professional Liability

CERTIFICATE HOLDER

CANCELLATION

HIDAL-1 Hidalgo County 2802 S. Clossner Blvd Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Roger [Signature] New Business

Insurance Requirement Acknowledgment

I, Brian B. Vossler, authorized representative for Data Rx,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ 1,000,000

Automobile Liability: \$ N/A General Liability: \$ 500,000

☐ have already been met, see attached copy of insurance certificate.

Brian B. Vossler
Authorized Representative

6/10/08
Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Brian B Vossler, possess all of the **APPLICABLE**:

1. Licenses: N/A
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Brian B Vossler
Authorized Signature

6/16/08
Date

Data Rx
Company

305 W. Woodward St., Ste. 220
Address

DENISON, TX 75020
City, State, Zip

EXHIBIT “D” CIQ FORM

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491 80th Leg. Regular Session This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1)(a) with a local governmental entity and the person meets requirements under Section 176.006(a) By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor	OFFICE USE ONLY 	
1 Name of person who has a business relationship with local governmental entity. N/A		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. N/A Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1)(a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity, with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government officer named in this section.		
4 N/A Signature of person doing business with the governmental entity 8/8/08 Date		

EXHIBIT “E” PROPOSER’S AFFIDAVIT

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Elizabeth Vasquez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: [Signature], Off of Sales & Marketing

Subscribed and sworn to before me this 12 day of July, 2008.

[Signature]

Notary Public

My commission expires: 5/6/11, 2008.

HELEN VECCHIO
NOTARY PUBLIC, STATE OF NEW YORK
NO 4981234
ONONDAGA COUNTY
COMMISSION EXPIRES 5/6/11

PROPOSER/VENDOR APPLICATION FORM

HIDALGO COUNTY **PURCHASING DEPARTMENT** **Proposer/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Data Rx Management, Inc.</u> Telephone No. (956) <u>714-4422</u>	
dba Name: <u>Data Rx</u>	
Legal Name: <u>Data Rx Management, Inc.</u>	
Mailing Address: <u>305 W. Woodard St. 220</u> Fax No. (956) <u>465-0779</u>	
Physical Address: <u>305 W. Woodard St. 220</u>	
City, State, Zip <u>Denison, TX 75020</u> Tax I.D. No. <u>752763551</u>	
Remit to Address: <u>305 W. Woodard St. 220</u> City, State, Zip <u>Denison, TX 75020</u>	
E-Mail Address: <u>bvoessler@Data-Rx.com</u>	
Representative(s) Name(s) & Title(s) <u>Brian B. Voessler, Dir. of Sales & Marketing</u>	
Type of Organization (check one): ☐ Individual ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Sole Proprietor ☐ Other, Specify _____	
State Identification No. <u>1-752763551-LLC</u> (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. <u>752763551</u>	
State of Incorporation: <u>TX</u> Date: <u>1998</u> Other: _____	
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☒ Service Organization ☐ Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Brian B. Voessler</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☒ More than 500,000 annual gross receipt	
Disadvantaged Business (At Least 51% Ownership) ☐ Black American ☐ Native American ☐ Hispanic American ☐ Women ☐ Asian Pacific American ☐ Other	
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☒ No	
What type of product(s) is/are solicited by your company?: <u>Computer Technology</u>	
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

W-9 FORM

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Data Rx Management, Inc.

Business name, if different from above Data Rx

Check appropriate box: ☐ Individual Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding

Address number, street, and apt. or suite no. 305 West Woodward St. Suite 220

City, state, and ZIP code DALLAS, TX 75020

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

715217103551

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 6/16/07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

DEBARMENT FORM

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Brian B Vossick

Title: Dir. Sales & Marketing

Telephone Number: 315-682-3820

Date: 6/16/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

4. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects

NO ACTION taken on items a & b.

c) Emergency situations occurring since last agenda meeting

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on the emergency situation on Mile 3 North East of FM 491 collapse pipe.

At this time the Court moved to item #20-D1 & 2.

5. Presentation for discussion, consideration, acceptance and approval of sole response and contract document (contract document previously reviewed as to form by legal counsel on 07/08/08) for RFP NO: 2008-209-06-04-VYG-PRESCRIPTION DRUG DISCOUNT CARD Project for vendor, DataRx Management, Inc. meeting all requirements, scope of services, terms and conditions.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 11322676 in the amount of \$7,375.00 from L & G Consulting Engineers INC. d/b/a L & G Engineering in connection with Contract No. 0-07-400-11-06 and Work Authorization No. I and Purchase Order # 597671 for the "Turnkey Solution for the Demolition and Removal of Structures & Below Ground Tanks and Related Equipment" (located at 201 and 217 North Closner Street, Edinburg, Texas).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

7. A. Nomination of at least three (3) firms from the County's approved "pools" of appraisers and surveyors for scoring/grading/evaluation for the purposes of ranking by Commissioners Court to engage the services required to meet statutory compliance in connection with anticipated/contemplated acquisitions of land/property, disposition of county-owned land/property or other circumstances/situations on an "as needed basis" per project/precinct:

Appraisers (5 firms in "pool")

Surveyors (9 firms in "pool")

1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

NO ACTION taken on items A1 thru 5.

AI-10118

20.A.5.

**Hidalgo County Wide-Prescription Drug Discount Card
CC REGULAR**

Date: 07/22/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of **sole response** and contract document (contract document previously reviewed as to form by legal counsel on 07/08/08) for RFP NO: 2008-209-06-04-VYG-PRESCRIPTION DRUG DISCOUNT CARD Project for vendor, DataRx Management, Inc. meeting all requirements, **scope of services**, terms and conditions.

BACKGROUND

This project will be at "No Cost" to Hidalgo County.

Fiscal Impact

FISCAL YEAR: N/A

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

IT IS AT A "NO COST" TO HIDALGO COUNTY.

Attachments

Link: PARTICIPATION AND
TABULATION LOG

Link: DATARX'S
RESPONSE

Link: EVALUATION GRID

Link: C-08-209-07-22

Contract Document

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	07/15/2008 03:22 PM	APRV
2		Budget & Management	Veronica Lopez	07/15/2008 03:52 PM	APRV
3		Ivan Cantu	Ivan Cantu	07/15/2008 04:11 PM	APRV
4		Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia
Started On: 07/10/2008 10:44 AM
Final Approval Date: 07/18/2008



PURCHASING DEPARTMENT
County Of Hidalgo

June 22, 2009

LaRasha Smith, Office Manager/Paralegal Via Facsimile: lsmith@swkey.org
6002 Jain Lane
Austin, Texas 78721

Re: *Extension of Contract No. E-03-265-06-17*
"Juvenile Justice Alternative Education Program"

Dear Ms. Smith:

Commissioners' Court will take aplicable action (Tuesday, June 30, 2009) in connection with the option to extend/renew the 2nd year of a three (3)-one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renew/extension is of August 1, 2009 with termination date of July 31, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, June 24, 2009, 10:00 a.m., or sooner, via facsimile to (956) 318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By:

Evangelina Garcia
on behalf of Southwest Key Programs

Date:

6/23/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

cc: file

AGREEMENT BETWEEN
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
AND
SOUTHWEST KEY PROGRAMS, INC.
FOR THE OPERATION AND MANAGEMENT OF THE
HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Agreement is entered into on this 22nd day of August, 2007, and is effective as of August 1, 2007, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of Hidalgo County, Texas ("Department"), having its principle administrative offices at 3100 S. Hwy. 281, Edinburg, Texas 78540, and **SOUTHWEST KEY PROGRAMS, INC.** ("SWK"), a Texas non-profit corporation having its principle place of business located at 3000 South IH-35, Ste. 410, Austin, Texas 78704, for the purposes as set forth below.

WHEREAS, pursuant to Chapter 37 of the Texas Education Code, the Department is charged with the responsibility of providing a Juvenile Justice Alternative Education Program ("JJAEP") to those youth who have been expelled by one of the school districts in Hidalgo County for the offenses described in Section 37.007(a) and (d), and if applicable, under Texas Education Code §37.007(e); and also under Section 37.303 if the youth is under court supervision or if the school district makes a determination that the youth's presence in the regular class room (i) threatens the safety of other students or teachers (ii) will be detrimental to the educational process or (iii) it is not in the best interests of the school district's students; and

WHEREAS, local school districts may contract with the Department for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007(b), (c), (f) and (e) if not officially arrested, charged and referred to the Department under Texas law; and

WHEREAS, SWK operates the Hidalgo County Learning Center, located at 619 South International Blvd., Weslaco, Texas ("Program"), as a JJAEP in accordance with the requirements of the Texas Education Agency and the Texas Juvenile Probation Commission, as codified in Texas Administrative Code Ch. 348, as amended; and

WHEREAS, Department desires to have the JJAEP operated and managed by a professional education/juvenile management company; and

WHEREAS, Department desires that SWK undertake the operation and management of said JJAEP under the following terms and conditions;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Programs

- 1.1 SWK shall implement the JJAEP consistent with the Proposal submitted to the Department and perform the services required as stated in the Proposal attached hereto as Exhibit A. The parties acknowledge that the Program as set forth in Exhibit A may from time to time be modified for the success of the Program upon written agreement by the parties.
- 1.2 Department has reached an agreement with the Weslaco Independent School District ("Weslaco ISD") to provide breakfast and lunch to the students as set forth in the Interlocal Agreement ("Interlocal Agreement") attached hereto as Exhibit B and incorporated herein by this reference for all purposes.

2. Fees

- 2.1 For and in consideration of the above-mentioned services, Department agrees to pay SWK the sum of Thirty-four Thousand, One Hundred Twenty-eight and No/100 Dollars (\$34,128.00) per month for zero to twenty-four (0-24) students enrolled in the Program; Forty-nine Thousand, Seven Hundred Seventy and No/100 Dollars (\$49,770.00) per month for twenty-five to thirty-five (25-35) students enrolled in the Program; and an additional Eight Thousand Five Hundred Thirty-two and No/100 Dollars (\$8,532.00) per month for every six (6) students in excess of thirty-five (35) students enrolled in the Program.
- 2.2 The rates set forth in the preceding paragraph are based on an average of 180 days per school year over a period of ten (10) months and shall continue through the termination of this contract, unless the Department asks SWK to provide additional educational programming during the summer months.
- 2.3 The number of students in the Program will determine the applicable monthly cost for educational services as set forth in Schedule "A" attached hereto and incorporated herein for all purposes.
- 2.4 In the event the number of students enrolled and attending the Program increases past a contractual threshold during a month, as defined in paragraph 2.1 above, the monthly fees for educational services shall not increase until the beginning of the following month and shall only increase for such month if the number of students remains above such contractual threshold on the first instructional day of such following month. Likewise, if the number of students decreases past a contractual threshold during a month, the monthly fee for educational services shall not decrease until the beginning of the following month and shall only decrease if the number of students remains below such contractual threshold on

the first instructional day of such following month. In either event, the fee (whether an increase or decrease) for such following month shall be the fee shown on Schedule "A" for the number of students enrolled and attending the Program as of the first instructional day of such following month.

- 2.5 Payment for any partial months in which services are performed under this Contract by SWK shall be only for the days services are actually provided. The payment owed shall be the applicable monthly payment multiplied by the quotient of the number of days services are performed during such month over the actual days of such month less the number of Saturdays, Sundays and legal holidays recognized by the Program.
- 2.6 Department has assigned a probation officer to the Program. SWK shall compensate Department for all expenses of such probation officer as so assigned including but not limited to the officer's salary, fringe benefits, travel and training. The probation officer shall be assigned to the JJAEP provided however such probation officer shall report to and be under the supervision and control of the Department for all purposes.

3. Term

- 3.1 The term of this Agreement shall be for one year, commencing August 1, 2007 and terminating July 31, 2008. SWK and Department shall have the option to extend this agreement for one year, for a total of three (3) 1-year extension options.
- 3.2 SWK understands that the term of this Agreement and any other subsequent renewal periods is dependent on funds being available from Hidalgo County. Should funds not be made available, this Agreement shall be terminated and fees will be paid for the services performed to the date in which the Agreement was terminated. Department shall give SWK reasonable notice in writing pursuant to the terms of paragraph 21 below of the anticipated loss of funding, which in no event shall be less than thirty (30) days.

4. Training

Training and staff requirements will be the responsibility of SWK, which will provide training as outlined in the Proposal attached hereto as Exhibit A.

5. Conditions

- 5.1 If a student in placement with SWK leaves the Program without permission, becomes seriously ill, or is involved in an accident of a serious nature, SWK shall notify Department immediately so that Department may notify the proper authorities.

5.2 Department reserves the right to terminate the student's placement with SWK at its discretion. SWK must not release a student to any person or agency other than Department without the express consent of County, which shall be confirmed in writing.

5.3 Suspected or alleged cases of child abuse must be immediately reported to the Department and to the Texas Department of Protective and Regulatory Services.

6. Examination of Program and Records

6.1 SWK agrees that it will permit Department to examine and evaluate its program of services provided under the terms of this Agreement and to review SWK student records as defined in subparagraph 6.4 herein, subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), as applicable.

6.2 SWK shall provide to the Department such descriptive information on contracted students as requested on forms to be developed jointly by the parties.

6.3 Written policies and procedures for the JJAEP shall be established by SWK and submitted to the Department for review and approval.

6.4 Information contained in student records shall be consistent with Texas Education Agency's standards and guidelines. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the Department. Release of student records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Department, subject to compliance with any and all applicable HIPAA requirements.

7. Standard for Program Operation

7.1 While the Program is under the management and control of SWK, SWK's operation of the Program will, subject to limitations beyond the control of SWK, conform to applicable federal, state, and local statutes, ordinances, and regulations, including, but not limited to statutes, regulations, and rulings of the Texas Education Agency. The Program shall be operated in accordance with the operations policies set forth in Exhibit A, subject to compliance with such statutory regulations and rulings.

7.2 SWK agrees that its policies and procedures are consistent with Chapter 348 of the Texas Administrative Code, which sets forth the TJPC standards and regulations governing the operation of JJAEP's. A true and correct copy of the TJPC standards are attached hereto as Exhibit C and are incorporated herein by this reference for all purposes.

8. Administration

SWK will appoint a Program Director or designated Lead Teacher to manage on-site the daily operation of the Program. The position shall be staffed by a professional experienced and trained in the field of juvenile justice alternative education programming.

9. Contract Monitor

Department will appoint a Contract Monitor ("Monitor") to monitor SWK's implementation of its duties and obligations under the terms of the Agreement. In addition, the Department may appoint a Compliance Board among representatives of the various school districts. The Monitor and the Compliance Board will be responsible to and report to any and all persons as may be directed by the Department. Subject to FERPA, HIPAA, and other applicable laws, the Monitor, the Compliance Board or their designated representative will have unlimited access to the Facility, Program and Student records, excluding program personnel files, as is necessary to monitor contract compliance.

10. Personnel

A representative of the Department shall be given the opportunity to review, but shall have no approval authority, the applications of all prospective employees considered by SWK for employment in the Program. SWK shall perform a background investigation on all employees, including a criminal background check, in accordance with Texas Administrative Code §348.4(d). Employee benefits, including medical insurance, life insurance, worker's compensation insurance, and other benefits will be the responsibility of SWK. The worker's compensation insurance shall be maintained by SWK at the limits statutorily required by the State of Texas. SWK shall provide the County with a waiver of subrogation as to the worker's compensation insurance.

11. Liability Insurance

11.1 SWK shall provide for the comprehensive liability coverage for all of SWK's agents, servants, employees, personnel and anyone directly or indirectly employed by SWK connected with the operation and management of the Program, and SWK shall provide further comprehensive general liability coverage to include as additional insured Hidalgo County, its agents and employees, and other agents acting in a governmental agency capacity, together with the successors and assignees of all identified persons set out herein during the term of this Agreement.

11.2 It is further agreed by and between the parties hereto that the limits of coverage for any incident or occurrence provided for in the comprehensive general liability as set out herein shall be the greater of the coverage required by law or One

Million and No/100 Dollars (\$1,000,000.00), inclusive of legal fees, expenses or other costs of defense related to any claims or actions.

11.3 All insurance coverage required by this Section shall be procured and maintained with financially sound insurance rated "A" or better. The certificates of insurance shall contain a provision that the Department or its designated representative shall receive written notice at least thirty (30) days prior to the cancellation of any of the coverage provided under the policies.

12. Program Capacity

The parties agree that as of the execution date of this Agreement, the number of students of the Program is undetermined. Such number will depend on the availability of appropriate program space.

13. Student Characteristics

The Department agrees that the student population shall consist of male and female students and shall be consistent with the Memorandums of Understanding by and between the Department and each of the school districts in Hidalgo County, approving the Code of Conduct and setting forth the criteria for attendance. Copies of the Memorandums of Understanding are attached hereto as Exhibit D.

14. Equal Opportunity

Services shall be provided by SWK in compliance with the Civil Rights Act of 1964 and all other applicable laws and regulations. SWK will not discriminate against any employee, applicant for employment or client because of race, religion, color, sex, sexual orientation, national origin, age or disability. SWK will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, age or disability.

15. Officials not to Benefit

No officer, member or employee of Hidalgo, no member of its governing body, and no other public officials of the governing body of the locality or localities in which the Program is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of terms of this Agreement shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

16. Termination Without Cause

Notwithstanding anything to the contrary herein, this Agreement may be terminated by either party by giving thirty (30) days' written notice to the other party hereto.

17. Indemnification

SWK will indemnify and hold Department harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement by SWK, its employees, directors, officers, agents or representatives. Upon written notice from the Department, SWK will resist and defend at SWK's own expense, and by counsel reasonably satisfactory to the Department, any such claim or action. SWK will carry proper insurance with the Department as an additional named insured to the extent such is reasonably available.

18. Breach, Notice and Cure

18.1 In the event of a breach of any obligation or covenant under this agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have twenty (20) days in which to cure the breach. If the breach is not cured within such period or if a good faith effort to cure the breach has not been undertaken within such period, the breaching party shall be in default and the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach.

18.2 In the event any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

19. Default and Termination with Cause

19.1 Upon the occurrence of an "event of default," the non-defaulting party may issue notice to cure in accordance with the provisions of paragraph 20 below.

19.2 The Department may terminate this Agreement immediately upon the occurrence of any of the following events:

- .1** The failure of SWK to obtain or maintain any license, accreditation, right or certification required for the lawful operation of the Program, or the decision by any State department or agency to withhold, withdraw, or disqualify the Program from receiving the funds to which it would otherwise be entitled.
- .2** Any conduct of SWK which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the JJAEP.

- .3 The loss of SWK's license to provide the services, or the loss of or failure to provide evidence of liability insurance, as required by paragraphs 11 and 17 herein.
- .4 The conviction of SWK of any crime punishable as a felony involving moral turpitude or immoral conduct.
- .5 The failure of SWK to immediately bar any individual from performing services under this Agreement if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in paragraphs 19.2.1 through 19.2.4 above occurs with respect to such individual.

19.3 The Department may terminate this Agreement on the continuation of any of the following without such being corrected or cured within twenty (20) days after written notice from the Department to SWK:

- .1 the dissolution of SWK or the disposition of all or substantially all of its assets;
- .2 the adjudication of SWK to be bankrupt or insolvent;
- .3 the failure of SWK to continuously operate the Program for the purposes contemplated by this Agreement;
- .4 the breach of any other term or condition of this Agreement.

20. Prohibition of Assignment

Southwest acknowledges that the nature of the services to be rendered under this Agreement is unique and based on SWK's expertise and that as a consequence of such, SWK is prohibited from assigning duties or obligations due under the terms of this Agreement without the written consent of the Department, which consent shall not be unreasonably withheld if such is deemed in the best interest of the Program and the service providers selected are fully qualified and are in compliance with all statutes, regulations, standards, and requirements of the Department and that there is no loss of indemnification as described in paragraph 17.

21. Notice

If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Department: Chief Israel "Buddy" Silva, Jr.
Director, Hidalgo County Juvenile Department
3100 S. Hwy. 281
P.O. Box 267
Edinburg, Texas 78540-0267

To SWK: Dr. Juan J. Sánchez
Presidente/CEO
Southwest Key Programs, Inc.
3000 South IH-35, Ste. 410
Austin, TX 78704

24. Amendments and Waivers

23.1 This Agreement, Addenda and all Exhibits hereto and any instruments or agreement incorporated by reference as if set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

23.2 No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied with this Agreement.

25. Taxes and Benefits

The Department will not withhold income tax or Social Security tax on behalf of SWK or any of SWK's officers, directors, employees, subcontractors, agents or representatives. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the Department for vacation pay, sick leave, unemployment insurance, workers compensation, retirement benefits, disability benefits, or employee benefits of any kind. SWK will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

26. Incurring Financial Obligation

SWK will incur no financial obligation on behalf of the Department without prior written approval of the Department. SWK will be responsible for all personal and professional expenses, including, but not limited to membership fees, dues and expenses of attending conventions and meetings.

27. Fees to SWK

The sole source of compensation to SWK under this Agreement will be the compensation paid by the Department to SWK in accordance with the terms and provisions of Exhibit A and reimbursement applied for and received from the National School Lunch Program in accordance with paragraph 1.2 above. SWK will neither bill nor collect fees for services from students, student's parents, or legal guardians of students attending the JJAEP.

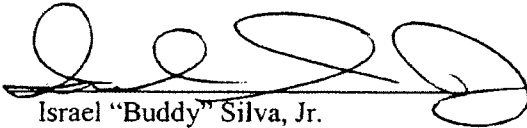
28. Miscellaneous

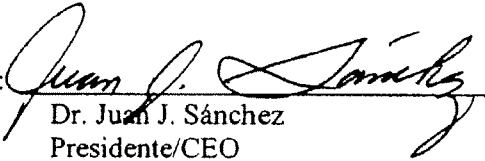
- 28.1 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- 28.2 No changes to this Agreement shall be made except under written agreement of both parties. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver hereof. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 28.3 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 28.4 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.
- 28.5 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.
- 28.6 The execution and performance of this Agreement by the Department and SWK have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of SWK and the Department in accordance with its terms.
- 28.7 Notwithstanding anything to the contrary contained elsewhere herein, the Department and SWK hereby covenant and agree as follows:
- .1 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.
 - .2 The compensation to be paid to SWK by the Department is reasonable considering the amounts charged by others in the same or similar geographic area for similar services.

SIGNED AND EXECUTED THIS 22nd day of August, 2007.

**HIDALGO COUNTY JUVENILE
PROBATION DEPARTMENT**

SOUTHWEST KEY PROGRAMS, INC.
A Texas Non-Profit Corporation

By: 
Israel "Buddy" Silva, Jr.
Director and Chief Juvenile
Probation Officer

By: 
Dr. Juan J. Sanchez
Presidente/CEO

**HIDALGO COUNTY JUVENILE
BOARD**

By: 
Hon. Mario E. Ramirez, Jr.
332nd District Court
Juvenile Department Overseer

SCHEDULE A

No. of Students	Fees
0-24	\$34,128.00
25-35	\$49,770.00
36-41	\$58,302.00
42-47	\$66,834.00
48-53	\$75,366.00
54-59	\$83,898.00
60-65	\$92,430.00
66-71	\$100,962.00
72-77	\$109,494.00
78-83	\$118,026.00
84-89	\$126,558.00
90-95	\$135,090.00
96-101	\$143,622.00
102-107	\$152,154.00
108-113	\$160,686.00
114-119	\$169,218.00
120-125	\$177,750.00

HIDALGO COUNTY JUVENILE CENTER

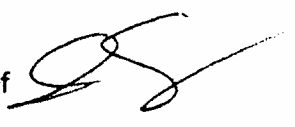
Juvenile Probation Department
Juvenile Detention Facility
Juvenile Boot Camp Facility
3100 S. Hwy. 281 • P.O. Box 267
Edinburg, Texas 78540-0267
(956) 381-8600 Fax (956) 383-4280



Israel "Buddy" Silva, Jr.
Director
Chief Juvenile Probation Officer

MEMO

TO: Dr. Juan Sanchez, President/CEO

FROM: Israel "Buddy" Silva, Jr., Director/Chief 

DATE: September 4, 2007

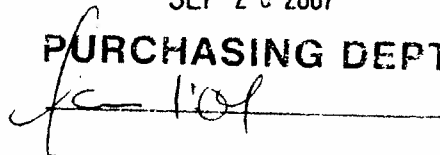
SUBJECT: Operation and Management Agreement for J.J.A.E.P.

Juan, enclosed is the signed agreement for Operation and Management of the Juvenile Justice Alternative Education Program (JJAEP). Please call if you have any questions.

RECEIVED

SEP 20 2007

PURCHASING DEPT.



- HIDALGO COUNTY JUVENILE BOARD -

MARIO E. RAMIREZ, Jr., Overseer
Judge, 332nd District Court

RICARDO P. RODRIGUEZ, JR.
Judge, 92nd D.C.

RUDY DELGADO
Judge, 93rd D.C.

J.R. "BOBBY" FLORES
Judge, 139th D.C.

ROSE GUERRA REYNA
Judge, 206th D.C.

JUAN D. SALINAS III
County Judge

JUAN R. PARTIDA
Judge, 275th D.C.

NOE GONZALEZ
Judge, 370th D.C.

LETTY LOPEZ
Judge, 389th D.C.

AIDA SALINAS FLORES
Judge, 398th D.C.

THOMAS P. WINGATE
Judge, 430th D.C.



southwest key program, inc.

Corporate Office
3000 S. IH-35, Suite 410 • Austin, Texas 78704-6536

512.462.2181 • fax: 512.462.2028 • email: info@swkey.org • www.swkey.org

our mission *nuestra misión*

... to advocate for children
worldwide and to impact
children, youth and their
families by empowering
them to succeed.

... *abogar por los niños del
mundo e impactar las vidas
de niños, jóvenes, y sus
familias capacitándolos
para triunfar en la vida.*

board of directors

Juan José Sánchez, Ed.D.
President
Austin, Texas

Ofelia de los Santos, J.D.
Vice-President/
Acting Secretary
Edinburg, Texas

Frank J. Felix, Ph.D.
Member
Phoenix, Arizona

Edward Cline
Member
Houston, Texas

Otis B. Head
Member
Lithonia, Georgia

Victor Garza
Member
Fresno, California

August 15, 2007

VIA OVERNIGHT MAIL

Chief Israel "Buddy" Silva
Hidalgo County Juvenile Probation Department
3100 S. Hwy. 281
Edinburg, TX 78539

Rc: Operation and Management Agreement for the Hidalgo County JJAEP

Dear Chief Silva:

Enclosed please find two originals of the above referenced contract that has been signed by Dr. Juan Sanchez on behalf of Southwest Key Programs. Please submit both for signature and return an executed copy back to this office afterwards. Should you have any questions, please feel free to contact this office.

Sincerely,

SOUTHWEST KEY PROGRAMS, INC.

LaRasha Smith
Office Manager/Paralegal

LS/
enc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2007

PRODUCER

Insurance One Agency, LC
101 Embassy Oak, Suite 101
San Antonio TX 78216

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Southwest Key Program, Inc.
3000 IH-35 South #410
Austin TX 78704

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Philadelphia In Co

23850

INSURER B: Zenith Ins Co

13269

INSURER C: Federal Ins Co

20281

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L	LIB/INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	PHPK188801	8/31/2006	8/31/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	PHPK188801	8/31/2006	8/31/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	X	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION \$ 10,000	PHUB0696869	8/31/2006	8/31/2007	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TBD01182007	1/18/2007	8/31/2007	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER Crime & Fiduciary Liability	8127-9773	8/31/2006	8/31/2007	Employee Theft \$3,000,000 Fiduciary Liab. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is listed as Additional Insured as required by written contract.
RE: JJAEP - 251

CERTIFICATE HOLDER

Hidalgo County Jevvenile
Probation Department
3100 S. Highway 281
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chen a. Simin

O. Colonia Access Program Pct. 3

1. **Requesting authority to advertise for Road & Drainage Construction of Casa De Vecino (B.C.A.P. PROJECTS ROUND II) (Project Carried By: Javier Hinojosa Engineer)**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

P. Sheriff's Office

1. **1. Recommending award of bid and approval of contract (solicited through sealed quotes) for "Lease of Tower Space" to sole bidder meeting all specifications and/or requirements.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

Q. Juvenile Probation

1. **Presentation for discussion, consideration and ratification of action taken by "Juvenile Board Of Judges" meeting date of August 22, 2007, for the approval of the "Juvenile Justice Alternative Education Program award of contract with Southwest Key, Inc."-RFP NO: 2007-082-04-04-VYG, for the "Operation and Management Of The Hidalgo County Juvenile Justice Alternative Education Program"-FY 2007-2008 School Year.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration and approval of draft requirement, qualifications, scope of services and modified/revised insurance requirements (Exhibit C) for professional medical services for Hidalgo County's project specific RFQ: Request For Qualifications for "Chief Physician Services for Judge Mario E. Ramirez, Jr. Juvenile Justice Center"**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to go into Executive Session.

23. Closed Session: (SEE EXHIBIT Y)

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

A. Real Estate Acquisition

- B. **Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project**

AI-5608

20.

**Juvenile Justice Alternative Education Program
CC REGULAR**

Date: 09/25/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration and ratification of action taken by "Juv Board Of Judges" meeting date of August 22, 2007, for the approval of the "Juv Justice Alternative Education Program award of contract with Southwest Key, Inc.". NO: 2007-082-04-04-VYG, for the "Operation and Management Of The Hidalgo Cc Juvenile Justice Alternative Education Program-FY 2007-2008 School Year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 1294-423-00-330-018-8-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Juvenile Board Of
Judges Agenda

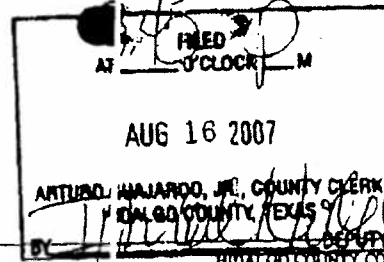
Link: SOUTHWEST KEY
PROGRAM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/18/2007 01:12 PM	CREATED
1	Purchasing Department	Marty Salazar	09/20/2007 04:41 PM	APRV
2	Budget & Management			NEW
3	Auditor's Office			
4	Court Administrator			

Form Started By: Vangie Garcia Started On: 09/18/2007 01:12 PM

9-30-07



318-2629
GINNA ALVAREZ
COURT COORDINATOR

JOAQUIN PENA
BAILIFF-INTERPRETER
DOLLY ROBLEDO
OFFICIAL COURT REPORTER

ALICIA SEPULVEDA
ASSISTANT COORDINATOR

JUAN R. PARTIDA
JUDGE, 275TH JUDICIAL DISTRICT COURT

HIDALGO COUNTY COURTHOUSE
FIRST FLOOR
100 N. CLOSER
EDINBURG, TEXAS 78539
(956) 316-2270
FAX: (956) 316-2389

MEMO

**TO: ALL PARTICIPANTS OF THE BOARD
OF JUDGES MEETING**

**FROM: JUDGE JUAN R. PARTIDA, 275TH
DISTRICT COURT LOCAL PRESIDING
JUDGE, HIDALGO COUNTY, TEXAS**

DATE: AUGUST 16, 2007

**IN RE: BOARD OF JUDGES MEETING
WEDNESDAY, AUGUST 22, 2007
11:30 A.M.
275TH DISTRICT COURTROOM**

AGENDA ATTACHED



BOARD OF JUDGES MEETING**AUGUST 22, 2007****AGENDA****1. Israel "Buddy" Silva, Chief Juvenile Probation Officer****A. Approval of June 27, 2007 Juvenile Board Meeting Minutes.****B. Approval of Resignations:**

1. Mark Boswell	B.C. Drill Sgt.	7/25/07
2. Roger Martinez	B.C. Drill Sgt.	7/02/07
3. Manuel Valdez	Det. Officer	7/09/07
4. Ana Garcia	JCCC Monitor	7/20/07

C. Approval of Hirings:

1. Homero Morales	Det. Officer	8/13/07
2. Ruben Ramirez	Det. Officer	8/13/07
3. Pultarco R. De La Vina	Det. Officer	8/13/07
4. Jorge Manzo	Probation Officer	7/30/07
5. Anthony Perez	Probation Officer	7/30/07
6. Maria Elena Galtan	Accountant	7/02/07

✓ **D. Approval of Juvenile Justice Alternative Education Program (JJAEP) Contract with Southwest Key, Inc. for the Operation and Management Of the Hidalgo County J.J.A.E.P. - Effective FY - 2007-2008 School Year.**

✓ **E. Approval of (J.J.A.E.P.) Memorandum of Understanding with Hidalgo County School Districts - FY 2007-2008 school year.**

✓ **F. Approval of Interlocal Agreement with McAllen ISD for the Continuation of the S.T.A.R. Program FY - 2007-2008 school year.**

✓ **G. Approval of M.O.U. with the Edinburg CISD for the continuation of Detention Education Services - FY-2007-2008 school year.**

3. **A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of \$71,270.10 and Application for Payment No 2 (Retainage) in the amount of \$7,918.90 from Sascon, Inc, contracted vendor for Roadrunner No 2 Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-030-O11-06;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 24, 2008 for Roadrunner No 2 Subdivision with contractor Sascon Inc. C-CAP-07-030-011-06

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

F. Juvenile Probation

1. **A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;**

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-1 32-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr. -Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool".

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-9689

17.H.1.

Renewal/Extension For "Hidalgo County Juvenile Justice Alternative Education Program"

CC REGULAR

Date: 06/17/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.

BACKGROUND

As per Ismael "Buddy" Silva, Chief Probation Officer-Hidalgo County Judge Mario E. Ramirez, Jr., Juvenile Justice Center-he has approved for extension/renewal.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1294-423-00-330-018-8-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

The budget for this fiscal year's extension/renewal will be setup in August, 2008, as per "Juvenile Justice Center".

Attachments

Link: Southwest Key
Program's Response

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	06/06/2008 02:34 PM	CREATED
1	Purchasing Department	Marty Salazar	06/12/2008 11:50 AM	APRV
2	Budget & Management	Dina Trevino	06/12/2008 11:52 AM	APRV

3 Rey Salazar
4 Auditor's Office
5 Court Administrator

NEW

Form Started By: Vangie Garcia

Started On: 06/06/2008 02:34 PM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2008

PRODUCER

Insurance One Agency, LC
601 Embassy Oak, Suite 101
San Antonio TX 78216

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Southwest Key Programs, Inc.
6002 Jain Lane
Austin TX 78721

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Philadelphia In Co 23850
INSURER B: Zenith Ins Co 13269
INSURER C: Federal Ins Co 20281
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	PHPK257063	8/31/2007	8/31/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Professional 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	PHPK257063	8/31/2007	8/31/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$10,000	PHUB093509	8/31/2007	8/31/2008	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z068875302	8/31/2007	8/31/2008	☒ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	OTHER Crime & Fiduciary Liability	8127-9773	8/31/2007	8/31/2008	Employee Theft \$3,000,000 Fiduciary Liab. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured if required by written contract.

CERTIFICATE HOLDER

Hidalgo County Juvenile Probation Department
3100 S. Highway 281
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chen A. Simon

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PURCHASING DEPARTMENT
County Of Hidalgo

June 22, 2009

Janie Olivares, Chief Operating Officer
709 S. Broadway
McAllen, Texas 78501

Via Facsimile: Janie@industrialrehabservices.com

Re: *Extension of Contract No. 08-139-07-22*
"Drug Testing Collection Services For Judge Mario E. Ramirez, Jr. Juvenile Justice Center"

Dear Ms. Olivares:

Commissioners' Court will take applicable action (Tuesday, June 30, 2009) in connection with the option to extend/renew the one (1) year of a two (2)-one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renew/extension is of July 23, 2009 with termination date of July 22, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, June 24, 2009, 10:00 a.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: Janie Olivares

Date: 6.22.09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia
Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-08-139-07-22**

THIS CONTRACT is made and entered into this 22nd of July, 2008 by **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department"), and **SPEIGHTS, STINSON, CORTINAS, AND MCDONALD d/b/a THE CENTER OF INDUSTRIAL REHABILITATION SERVICES, MCALLEN, TEXAS** ("Company").

WHEREAS, Company responded to advertised notices for bids for "Drug Testing Services"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Judge Mario E. Ramirez Jr. Juvenile Justice Center and Company hereby agree that this Contract is entered into in order to provide the Services to Judge Mario E. Ramirez, Jr. Juvenile Justice Center for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning July 22, 2008, and ending on July 22, 2009, with option to renew/extend for an additional two (2)-one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and may be extended at the sole discretion of County for an additional sixty (60) days at the end of the contract term for unforeseen delays on subsequent bidding and contract award, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Judge Mario E. Ramirz, Jr. Juvenile Justice Center agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, Judge Mario E. Ramirez, Jr. Juvenile Justice Center, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County, Judge Mario E. Ramirez, Jr. Juvenile Justice Center arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County, Judge Mario E. Ramirez, Jr. Juvenile Justice Center has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Company: Speights, Stinson, Cortinas, and McDonald d/b/a
The Center Of Industrial Rehabilitation Services
709 S. Broadway
McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 8th day of August, 2008.

DEPARTMENT:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: [Signature]

DATE: 8-7-08

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: [Signature]

DATE: 8-8-08

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: [Signature]

DATE: 7/31/08

APPROVED BY COMMISSIONERS COURT ON: JULY 22, 2008

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT "A"
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

BID SPECIFICATIONS

Judge Mario E. Ramirez, Jr. Juvenile Justice Center (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 Tuesday, April 15, 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 "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" 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 16, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, April 18, 2008.

EXHIBIT "B"
HIDALGO COUNTY JUVENILE PROBATION
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

MODIFIED 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 Zero Level – Screening Threshold	Turnaround time for results	
<u>Panel 10 Fee:</u>		PRICE	NEGATIVE	NON-NEGATIVE
\$				
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			

Specific Test		Level Assessed – Confirmation Threshold Zero Level – Screening Threshold	Turnaround time for results	
<u>Panel 10 Fee:</u>		PRICE	NEGATIVE	NON-NEGATIVE
\$				
Methadone	Urine			
	Hair			
	Blood			
Tricyclic Antidepressants	Urine			
	Hair			
	Blood			
Rohypnol	Urine			
	Hair			
	Blood			
Alcohol	Urine			
	Hair			
	Blood			
Ecstasy	Urine			
	Hair			
	Blood			
COMPLETE TEST COST (Includes all of the above)	Urine			
	Hair			
	Blood			

SECTION 3. TRAINING FEES:

Training Charges per Session:

- i. Drug Free Workplace Act(Employee/Supervising Training):\$ _____
- ii. Other Drug Testing Related \$ _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT “B”

PAYMENT SCHEDULE

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BID OPENING DATE: APRIL 23, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "DRUG TESTING COLLECTION SERVICES"

BID NO: 2008-139-04-23-VYG

		NTC Drug & Alcohol Testing Services, Inc.			The Center Of Industrial Rehab. Services				
HOURS (LABOR)		REGULAR FROM / TO	PREMIUM FROM / TO	FEES REGULAR/ PREMIUM	REGULAR FROM / TO	PREMIUM FROM / TO	FEES REGULAR/ PREMIUM		
		8:00 AM / 5:00 PM	24 hr On-Call Service	No Charge	8:00 AM / 5:00 PM	5:01 PM / 7:59 AM	No Charge / \$25.00 Trip Charge		
SPECIFIC TEST		PRICE / LEVEL ASSESSED (CONFIRMATION THRESHOLD) / ZERO LEVEL (SCREENING THRESHOLD)		TURN AROUND TIME		PRICE / LEVEL ASSESSED (CONFIRMATION THRESHOLD) / ZERO LEVEL (SCREENING THRESHOLD)		TURN AROUND TIME	
				NEGATIVE	NON- NEGATIVE			NEGATIVE	NON- NEGATIVE
PANEL 10 (individual)									
CANNABIS	Urine	36.00		24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
COCAINE	Urine	36.00		24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
AMPHETAMINES	Urine	36.00		24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
MORPHINE	Urine	36.00		24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
METHAMPHETAMINES	Urine	36.00		24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
PHENCYCLIDINE	Urine	36.00		24 hr	48-72 hr	50.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	50.00		24-48 hrs	24-48 hrs
BENZODIAZEPINES	Urine	36.00		24 hr	48-72 hr	130.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
BARBITURATES	Urine	36.00		24 hr	48-72 hr	130.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
METHADONE	Urine	36.00		24 hr	48-72 hr	50.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	130.00		24-48 hrs	24-48 hrs
TRYCYCLIC ANTIDEPRESSANTS	Urine	36.00		24 hr	48-72 hr	75.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	N/A		24-48 hrs	24-48 hrs
ROHYPNOL	Urine	150.00		48-72 hr	72-96 hr	75.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	N/A		24-48 hrs	24-48 hrs
ALCOHOL	Urine	N/A		N/A	N/A	26.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	28.00		24-48 hrs	24-48 hrs
ECSTASY	Urine	175.00		48-72 hr	72-96 hr	75.00		24-48 hrs	24-48 hrs
	Hair	N/A		N/A	N/A	75.00		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A	75.00		24-48 hrs	24-48 hrs
COMPLETE TEST	Urine	36.00		24-48 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs
	Hair	250.00		48-72 hr	72-96 hr			5-7 Bus. days	5-7 Bus. days
	Blood	N/A		N/A	N/A				
TRAINING FEES		DRUG FREE WORKPLACE ACT: \$90.00/HR. OTHER DRUG TESTING RELATED: N/A			DRUG FREE WORKPLACE ACT: \$185.00 OTHER DRUG TESTING RELATED: \$125.00				

Bid for
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
"DRUG TESTING COLLECTION SERVICES"
BID NO.: 2008-139-04-23-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: The Center of Industrial Rehabilitation Services
Address: 709 S. Broadway, McAllen, TX 78501
By: [Signature]
Printed Name: Irene Reyes
Title: Account Manager

EXHIBIT "B"
HIDALGO COUNTY JUVENILE PROBATION
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

MODIFIED 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>	8:00 a.m.	5:00 p.m.	No charge
<u>PREMIUM</u>	5:01 p.m.	7:59 a.m.	\$25.00 trip charge

SECTION 2. TEST CHARGES: Enter price for each test section.

Specific Test		Level Assessed – Confirmation Threshold Zero Level – Screening Threshold	Turnaround time for results	
<u>Panel 10 Fee:</u>		PRICE	NEGATIVE	NON-NEGATIVE
\$				
Cannabis	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Cocaine	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.0	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Amphetamines	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Morphine	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Methamphetamines	Urine	25.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Phencyclidine	Urine	50.00	24-48 Hours	24-48 Hours
	Hair	50.00	5-7 Bus. days	5-7 Bus. days
	Blood	50.00	24-48 Hours	24-48 Hours
Benzodiazepines	Urine	130.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Barbiturates	Urine	130.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours

Specific Test		Level Assessed – Confirmation Threshold Zero Level – Screening Threshold	Turnaround time for results	
<u>Panel 10 Fee:</u>		PRICE	NEGATIVE	NON- NEGATIVE
\$				
Methadone	Urine	50.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	130.00	24-48 Hours	24-48 Hours
Tricyclic Antidepressants	Urine	75.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	24-48 Hours	24-48 Hours
Rohypnol	Urine	75.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	N/A	24-48 Hours	24-48 Hours
Alcohol	Urine	26.00	24-48 Hours	24-48 Hours
	Hair	N/A	5-7 Bus. days	5-7 Bus. days
	Blood	28.00	24-48 Hours	24-48 Hours
Ecstasy	Urine	75.00	24-48 Hours	24-48 Hours
	Hair	75.00	5-7 Bus. days	5-7 Bus. days
	Blood	75.00	24-48 Hours	24-48 Hours
COMPLETE TEST COST (Includes all of the above)	Urine	25.00	24-48 Hours	24-48 Hours
	Hair		5-7 Bus. days	5-7 Bus. days
	Blood			

SECTION 3. TRAINING FEES:

Training Charges per Session:

- i. Drug Free Workplace Act(Employee/Supervising Training):\$ 185.00
 ii. Other Drug Testing Related \$ 125.00

COMPANY NAME: The Center of Industrial Rehabilitation Services

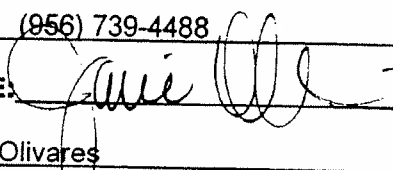
ADDRESS: 709 S. Broadway

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE NUMBER: (956) 618-2400

FAX NUMBER: (956) 971-9905

CELLULAR NUMBER: (956) 739-4488

AUTHORIZED SIGNATURE: 

PRINTED NAME: Janie Olivares

TITLE: Chief Operating Officer

DATE: 04/23/08

EXHIBIT “C”

INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Janie Olivares, authorized representative for The Center of Industrial Rehab
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; "Naming County as Additional Insured"
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Janie Olivares
Authorized Representative

4/23/08

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, Janie Olivares, possess all of the APPLICABLE:

1. Licenses: Medical license
2. Bonds: _____
3. Certificates: HED, drug testing trainer, breath alcohol trainer
4. Permits: _____
5. Other: technician certificates

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Janie Olivares
Authorized Signature

4/23/08
Date

The Center of Industrial Rehab
Company

709 S. Broadway
Address

McAllen, TX 78501
City, State, Zip

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CP CENTE-1	DATE (MM/DD/YYYY) 09/08/08
PRODUCER Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone: 956-682-2841 Fax: 956-630-4015		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED The Center of Industrial Rehab Services 720 South Broadway McAllen TX 78501		INSURERS AFFORDING COVERAGE INSURER A: The Travelers Ins. Co. INSURER B: Progressive Commercial INSURER C: INSURER D: INSURER E:	NAIC # 40282

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PACP2531B516TLC08	06/22/08	06/22/09	EACH OCCURRENCE \$ 1,000,000
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) \$ 5,000
	☒ Business Owners				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO. JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	05693692-1	03/21/08	03/21/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB2531B64508	06/22/08	06/22/09	☒ WC STATUTORY LIMITS ☐ OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Owned auto: 2000 Chev C1500 Silverado #8123.

CERTIFICATE HOLDER

County of Hidalgo
 Attn: Evangelina Garcia
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Shepard Walton King*

SHEPARD WALTON KING INS. GROUP

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TRAVELERS

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

MAY 20 2008

POLICY NUMBER: (INUB-2531864-5-08)

RENEWAL OF (INUB-2531864-5-07)

INSURER: THE PHOENIX INSURANCE COMPANY

NCCI CO CODE: 12610

1.

INSURED:

THE CENTER OF INDUSTRIAL
SEE ENDORSEMENT WC 99 06 01
709 S BROADWAY ST
MCALLEN TX 78501-5001

PRODUCER:

SHEPARD WALTON KING INS
P O BOX 1630
MCALLEN TX 78505-1630

Insured is A PARTNERSHIP

Other work places and Identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-22-08 to 06-22-09 12:01 A.M. at the Insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

TX

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$	500000 Each Accident
Bodily Injury by Disease: \$	500000 Policy Limit
Bodily Injury by Disease: \$	500000 Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI
MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 05-14-08 SR

OFFICE: HOUSTON

086

PRODUCER: SHEPARD WALTON KING INS

DIRECT BILL

FY396

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (INUB-2531B64-5-08)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-TX

INSURED'S NAME: THE CENTER OF INDUSTRIAL
SEE ENDORSEMENT WC 99 06 01

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 731706422 ENTITY CD 001				
THE CENTER OF INDUSTRIAL REHAB ILITATION SERVICES, SPEIGHTS, STINSON, CORTINAS & CORTINAS				
709 S BROADWAY ST MCALLEN, TX 78501				
CLERICAL OFFICE EMPLOYEES NDC	8810	236475	.49	1159
PHYSICAL THERAPISTS	8832	315505	.79	2492

TX MANUAL PREMIUM \$ 3651

1.00% EMPL. LIAB. INCREASED LIMITS(9807)	\$ 37
1.100 MERIT RATING MODIFICATION(9886)	4057
1.00% SCHEDULE CREDIT(9887)	41
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	4016
EXPENSE CONSTANT(0900)	200
TERRORISM (9752)	132
TOTAL ESTIMATED PREMIUM	4348
DEPOSIT AMOUNT DUE	4348

DATE OF ISSUE: 05-14-08 SR

SCHEDULE NO: 1 OF LAST

EXHIBIT “D”

CIQ Conflict Of Interest

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 ☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

Janie Olli

Signature of person doing business with the governmental entity

4/23/08

Date

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg, TX 78540

Issued To:

THE CENTER OF INDUSTRIAL REHAB SERVICES
709 S. BROADWAY
(956-618-2400)
MCALLEN TX 78501

Recording Fees

Document Description	Number	Recording Amount
Recording	1871788	16.00
CONFLICT OF INTEREST		
Copies		1.00

17.00

Collected Amounts

Payment Type	Amount
CASH	17.00
	17.00

Total Received :	17.00
Less Total Recordings:	17.00
Change Due :	.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Ismael Hidalgo

Receipt# Date Time
0942520 03/25/2008 10:26a



70 2008 01871788

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540

Instrument Number: 2008-1871788

As

Recorded On: March 25, 2008

Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	16.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-1871788

Receipt Number: 942520

Recorded Date/Time: March 25, 2008 10:26A

Record and Return To:

THE CENTER OF INDUSTRIAL REHAB SERVICES

709 S. BROADWAY

MCALLEN TX 78501

User / Station: I Hidalgo - Cash Station 04



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT “E”

Bidder's Affidavit

BIDDER'S AFFIDAVIT
Exhibit "E"

BIDDER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

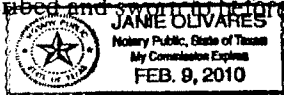
STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Irene Reyes, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Bidder nor any of the Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other bidder, or potential bidder, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any other bidder, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Bid and subsequent agreement, except at a meeting open to all interested bidders, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between bidder submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Bidder is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Irene Reyes Public Relations Officer

Subscribed and sworn to before me this 23 day of April, 2008.



Notary Public

My commission expires: 2-9-2010, 2008



VENDOR APPLICATION

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: <u>The Center of Industrial</u>		Telephone No. <u>(956) 668-2400</u>
dba Name: _____		
Legal Name: <u>Sprights Cortinas Stinson McDonald</u>		
Mailing Address: <u>709 S Broadway</u>	Fax No. <u>(956) 9940590</u>	
Physical Address: <u>Same as above</u>		
City, State, Zip: <u>Mc Allen, Tx 78501</u>	Tax I.D. No. <u>73-1706422</u>	
Remit to Address: <u>Same as above</u>		City, State, Zip: _____
E-Mail Address: <u>janie@industrialrehabservices.com</u>		
Representative(s) Name(s) & Title(s): <u>Janie Olivares, COO / Irene Reyes, Account mgr</u>		
Type of Organization (check one): ☐ Individual ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify _____		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☒ Service Organization ☐ Other, Specify _____		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Janie Olivares, COO</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership) _____		
☐ Less than 125,000 annual gross receipt ☒ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☒ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☒ More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No		
What type of product(s) is/are solicited by your company?: <u>drug screening</u>		
Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:

☐ Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission

☐ Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

W-9 FORM

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Speights, Stinson, Cortinas, and McDonald dba	
Business name, if different from above The Center of Industrial Rehabilitation Services	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☒ Partnership ☐ Other ▶ ☐ Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 709 S. Broadway	Requester's name and address (optional)
City, state, and ZIP code McAllen, TX 78501	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
7	3	1	7	0	6	4	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Date ▶

[Signature]
4/22/08

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

• •

DEBARMENT

**Certification
Regarding Debarment, Suspension Ineligibility**

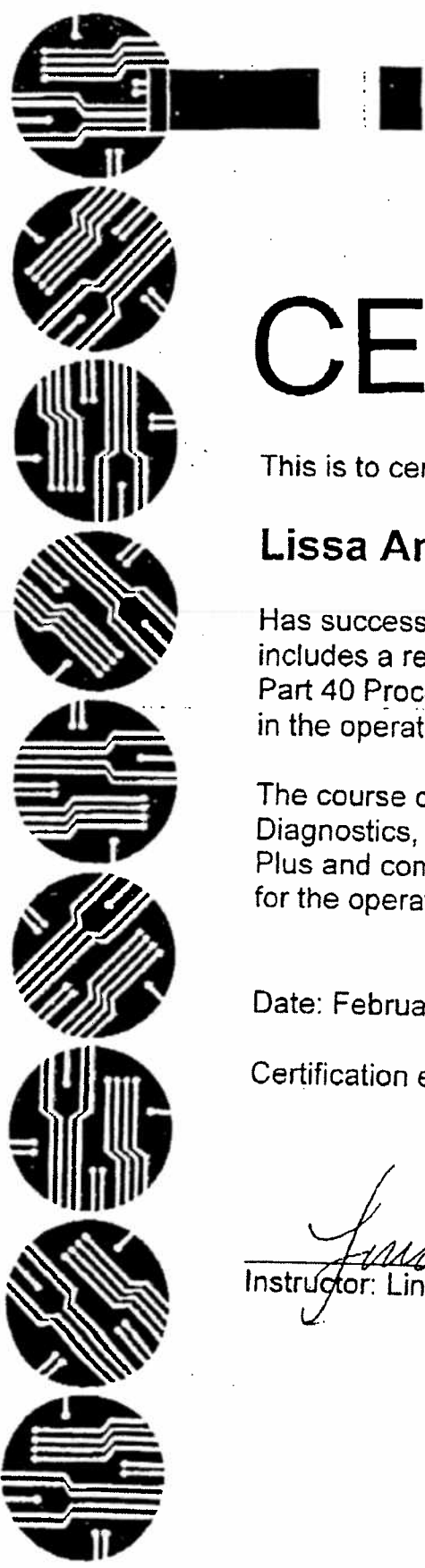
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: Irene Reyes
Print Name: Irene Reyes
Title: Account Manager
Telephone Number: 951-971-9901
Date: 4/23/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

CERTIFICATES

A vertical column on the left side of the page, consisting of a series of circular and rectangular shapes containing circuit board patterns. The top shape is a rectangle, followed by a circle, then a series of circles, and finally a rectangle at the bottom.

CERTIFICATE

This is to certify that

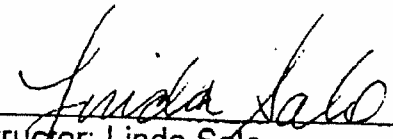
Lissa Anderson

Has successfully completed Level D1 training which includes a review of the Quality Assurance Plan, 49 CFR Part 40 Procedures and demonstration of proficiency in the operation of the Alcotest® 7410 Plus DOT.

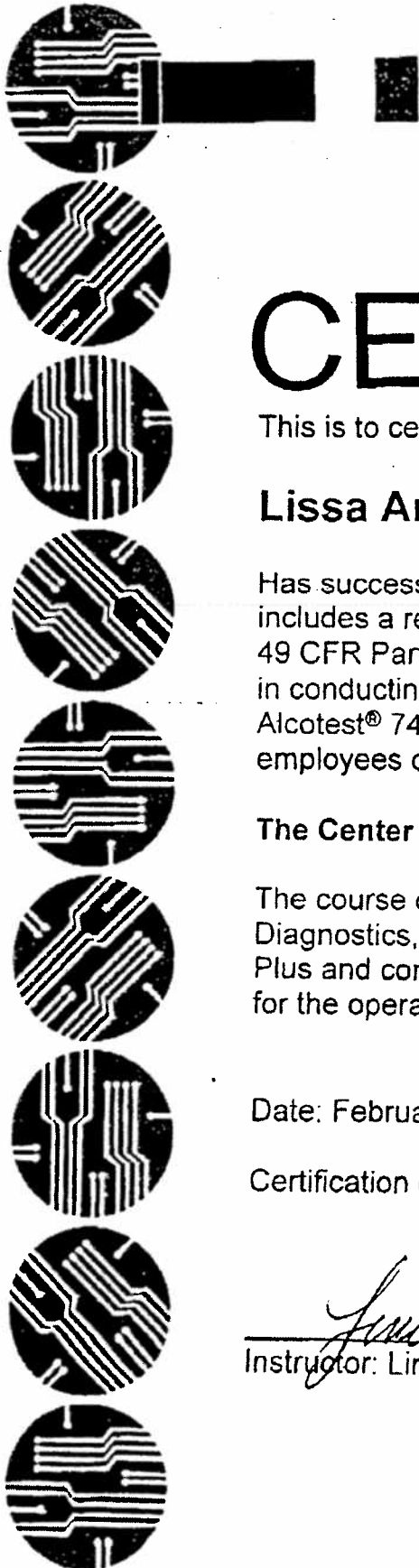
The course curriculum was approved by Draeger Safety Diagnostics, Inc., the manufacturer of the Alcotest® 7410 Plus and complies with the manufacturer's standards for the operation of the device.

Date: February 27, 2007

Certification expires: February 27, 2012


Instructor: Linda Salo

Draegersafety



CERTIFICATE

This is to certify that

Lissa Anderson

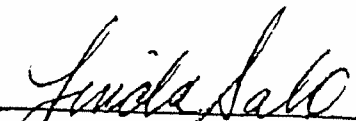
Has successfully completed Level C training which includes a review of the Quality Assurance Plan and 49 CFR Part 40 Procedures, demonstration of proficiency in conducting calibrations and the operation of the Alcotest® 7410 Plus DOT and is certified to train employees of:

The Center for Industrial Rehab Services

The course curriculum was approved by Draeger Safety Diagnostics, Inc., the manufacturer of the Alcotest® 7410 Plus and complies with the manufacturer's standards for the operation of the device.

Date: February 27, 2007

Certification expires: February 27, 2010


Instructor: Linda Salo

Drägersafety

Certificate
of
Completion

May it be known that this Certificate has been presented to
Lissa Anderson M.A.

for Successful Completion of
PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

PRESENTED THIS

13th DAY OF

November, 20 02

Allin Ans

DIRECTOR, CLIENT SERVICES

COMPLIANCE MARKETING, INC.

Certificate

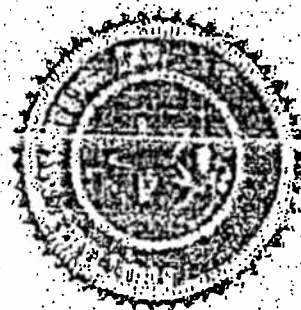
Presented to

Lissa R. Anderson

Certification No. C00033

Has successfully completed training in
DOT specimen collection procedures as outlined in 49 CFR Part 40

Training course on August 22, 2002.



Eric Aguilar

Eric Aguilar, Compliance Marketing, Inc.

CERTIFICATE OF COMPLETION

This certifies that

Alicia Rodriguez

has successfully completed the

Breath Alcohol Technician

training course on this the 28th day of August 2004.

Alcatraz 7410 Plus
EBT Name Model No.

☒ Proficient in 49 CFR Part 40 Procedures
☒ Proficient in Operation of EBT

Patricia Corrales

Instructor

Mar. 10. 2000 0:04AM No. 1028

CERTIFICATE OF COMPLETION

This certifies

Alicia Rodriguez

TO COLLECT URINE SAMPLES IN ACCORDANCE WITH

DEPARTMENT OF TRANSPORTATION REQUIREMENTS

49 CFR SUBPART 40/ SUBPART 40.33

on this the 10th day of July 2004.

CERTIFYING AGENT NTA

M. JERRY ERVINE

M. Jerry Ervine

Drug & Alcohol Testing Industry Association

recognizes

Janie Olivares

The Center of Industrial & Rehab Services

as a

Certified Professional Collector Trainer

in Urine Specimen Collections

(valid through 6/1/2009)

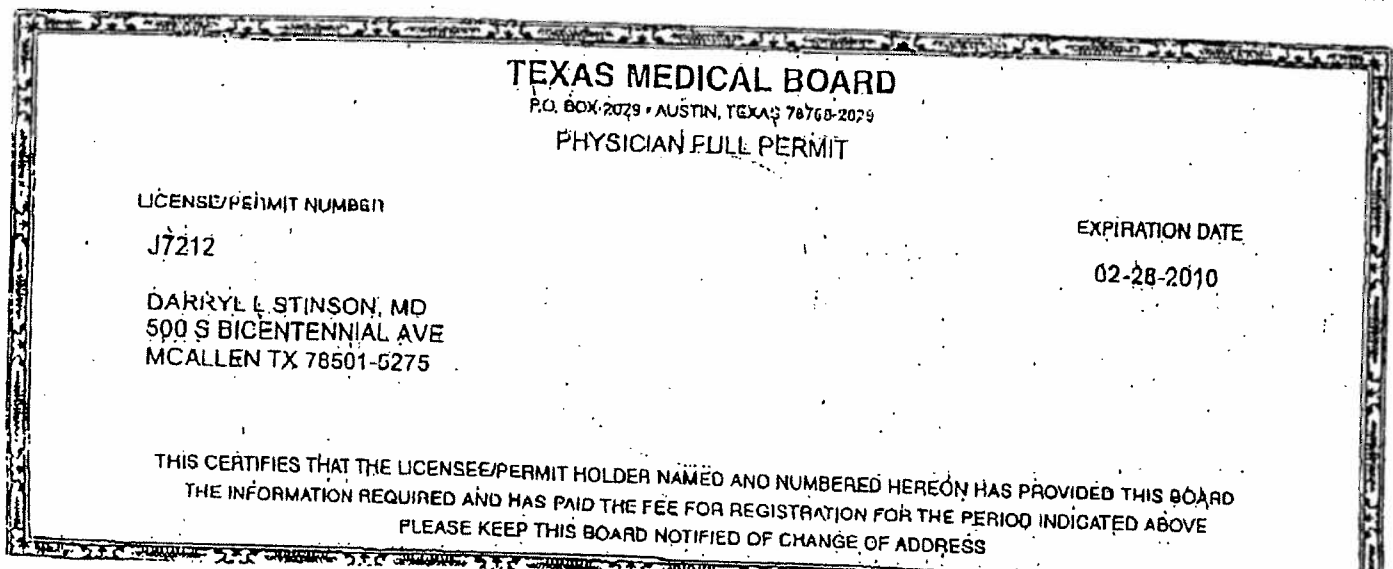
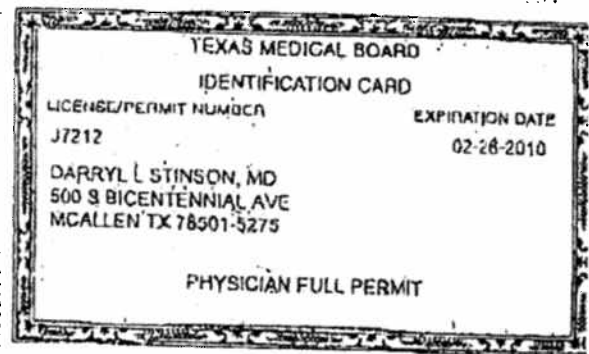


CPID 18438


Kristina Queen
Programs Director

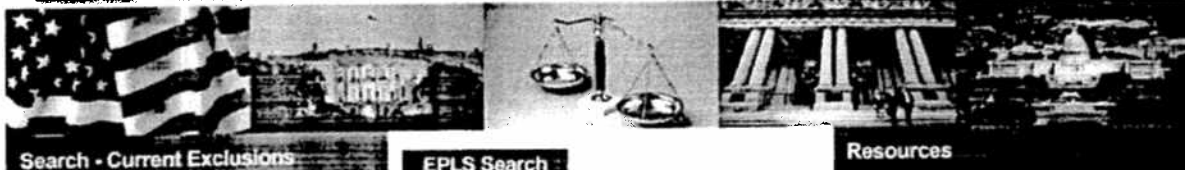


PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER
P.O. BOX 2018, AUSTIN, TX 78768-2018
PHONE# 512/305-7010



EPLS

Excluded Parties List System



Search - Current Exclusions

GO

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : The Center Of Industrial Services

As of 15-Jul-2008 5:46 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

GO

- > Advanced Reports
- > Recent Updates

Archive Search - Past Exclusions

GO

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

M. Juvenile Probation

1. **A. Presentation for discussion, consideration and action to reject sole response received for:**
RFP NO: 2008-267-07-09-VYG-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s) inasmuch sole response received did not meet the minimum qualifications, requirements, and scope of services of project and;
B. Requesting authority to re-advertise and approval of RFP packet i.e. qualifications, requirements, scope of services, terms and conditions and draft contract document (previously approved as to form by legal counsel) for RFP-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Pool For Licensed Professional Counselor(s) so as to expand the "pool" to meet the demand for services of the department.

NO ACTION taken on this item

2. **Recommending award of bid and approval of contract document (as reviewed and approved as to form by legal counsel) to bidder meeting all specifications and/or requirements as attached hereto for RFB NO: 2008-139-04-23-VYG-JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER-DRUG TESTING SERVICES.**

On motion of Commissioner Hand, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval

N. Co. Wide

1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS~**
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)

NO ACTION taken on this item

21. Budget & Management - Varde Street (EXHIBIT X)**A. Courthouse Security Fund/Sheriff's Office**

1. **Approval to delete the following allowance slots in Sheriffs Office (280-001-), effective next full pay period (08/04/2008):**

Sheriff's (280-001)

Slot No.	Longevity Pay	Applicable Pay
A316	\$41.76	\$1,200.00
A318	\$25.20	\$1,200.00
A319	\$480.00	\$100.00
A321	\$7.20	\$1,200.00
A322	\$6.17	\$100.00
A326	\$5.50	\$1,200.00

AI-10167

34.Z.1.

**Drug Testing Services
CC REGULAR**

Date: 07/22/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile Probation

Information

CAPTION

Recommending award of bid and approval of contract document (as reviewed and approved as to form by legal counsel) to bidder meeting all specifications and/or requirements as attached hereto for RFB NO: 2008-139-04-23-VYG-JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER-DRUG TESTING SERVICES.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1100-423-32-330-001-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$10,101.00 available balance as of 07/23/08.

Attachments

Link: PARTICIPATION
AND TABULATION LOG

Link: BID TABULATION
GRID

Link: PARTICIPANTS BID
SUBMISSION

Link: C-08-139-07-22
CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	07/15/2008 01:18 PM	CREATED
1	Purchasing Department	Marty Salazar	07/16/2008 02:35 PM	APRV

AI-16184

8.N.

Requesting Authority to exercise an Additional 1 Yr. Extension with Patricia De Blieck

CC CONSENT

Date: 06/30/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Licensed Nurse Practitioner" for Hidalgo County Health and Human Services, under the same rates, terms, and conditions with Patricia De Blieck. E-08-235-05-13 Effective: 07/08/09-07/07/10

BACKGROUND

Renewal date of Contract with Patricia de Blieck - July 08, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-003-0-331
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 6-26-09 \$19,600.00

Attachments

Link: [Extension Letter](#)

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2009 04:58 PM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 09:48 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 10:52 AM	APRV
4	Auditor's Office		06/26/2009 05:13 PM	NEW

Form Started By: Rocio Villarreal
Started On: 06/24/2009 03:26 PM
Final Approval Date: 06/26/2009



PURCHASING DEPARTMENT
County Of Hidalgo

June 24, 2009

Patricia De Blieck, RN
1711 West Gastel Circle
Mission, Texas 78572

Re: E-08-235-05-13

Dear Ms. De Blieck:

Commissioners' Court will take applicable action (Tuesday, June 30, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 8, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, May 8, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT
County Of Hidalgo

May 7, 2008

Sister Patricia de Blicck
1711 West Gastel Circle
Mission, Texas 78572

Re: Contract No. C-07-063-06-12

Dear Sister de Blicck:

Commissioners' Court will take applicable action (Tuesday, May 13, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is July 7, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Friday, May 9, 2008 via facsimile to (956) 318-2629.

By: Patricia De Blicck

Date: 5-9-08

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

Sincerely,

Mary A. Muldonado

Mary A. Muldonado
Hidalgo County Contracts Manager

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-07-063-06-12

THIS AGREEMENT is made on this 12th day of **June, 2007** by and between HIDALGO COUNTY, a political subdivision of the State of Texas ("County") and **Sisters of St. Joseph of Carondelet**, a religious organization ("Contractor") of the State of Minnesota to provide services for the Hidalgo County Health Department in the manner hereinafter provided.

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with a provider for the services of a licensed nurse practitioner to work with certain County Health Department clinics, more particularly described hereinafter;

WHEREAS, Contractor desires to assign Patricia de Blieck B.A., R.N., MSN, MN, to provide the services described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree as follows:

1. Contractor agrees to specifically assign Patricia de Blieck, B.A., R.N., MSN, MN, a member in good standing of the Sisters of St. Joseph of Carondelet, to provide public health nursing services under the direction of the chief physician and director of nursing services. Such services shall include but not be limited to, assessing, planning coordinating, implementing and evaluating public health nursing services to individuals, families and communities and providing family planning, prenatal services and STD and adult health services (collectively the "Services") on an "as needed" basis for Hidalgo County.
2. Contractor shall provide services at various Hidalgo County Health Department clinics identified in Exhibit "A" attached hereto.
3. In no event shall Contractor perform services under this contract in excess of twenty (20) hours per week.
4. As consideration for the above, Contractor shall be paid Forty Five Dollars and no/100ths Dollars (\$45.00) per hour.
5. Contractor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health Department or any agency

thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of County, the County's Health Department and/or any agency of the County

6. County and Contractor agree that either party may terminate this Agreement at any time during the period for this Agreement for any reason or no reason at all upon giving the other party fourteen (14) days written notice of the desire to terminate this Agreement in advance of the proposed termination. In such event, this Agreement shall become null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.
7. Contractor agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts proscribed by the Texas Tort Claims Act, Section 100.001 et seq., Texas Civil Practice and Remedies Code and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Agreement.
8. **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 a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amended 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.
9. **No Waiver.** No waiver by County 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.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and St. Joseph of Carondelet, and not otherwise.
11. **Texas Law to Apply.** This Agreement shall be construed under any 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.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all

notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by register or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other address as may have been therefore specified by written notice delivered in accordance herewith:

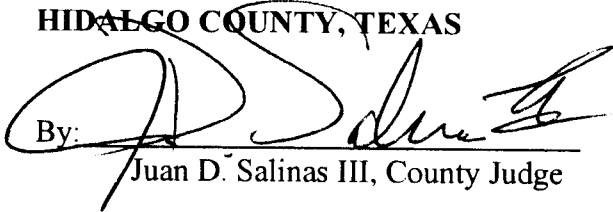
Patricia De Blieck, RN
1711 West Gastel Circle
Mission, Texas 78572

Hidalgo County
Attn: County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

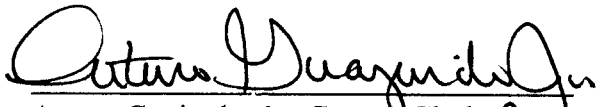
13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary to convenient to effectuate and carry out the terms of this Agreement.
14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
15. **Assignment.** This Agreement shall not be assignable by either party hereto
16. **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 provisions or paragraph hereof.
17. **Gender and Number.** All pronouns used in this agreement shall include and other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and so often as may be appropriate.
18. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.
19. This Contract shall be for a period beginning **July 8, 2007** and ending on **July 7, 2008** with County's option to renew for an additional two (2) one (1) year terms under the same rates, terms and conditions.
20. Contractor must adhere to all the policies and procedures required by the Hidalgo County Health Department and Texas Department of Health in accordance to customary nursing protocols.

WITNESS THE HANDS OF THE PARTIES on this 30th day of Oct. 2007.

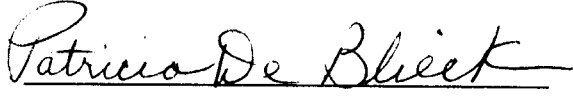
HIDALGO COUNTY, TEXAS

By: 
Juan D. Salinas III, County Judge

ATTEST:


Arturo Guajardo, Jr. County Clerk acm

SAINT JOSEPH OF CARONDELET


By: _____
Its: _____

Approved on Commissioners' Court June 12, 2007

APPROVED AS TO FORM

Atlas & Hall L.L.P.

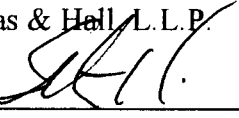
By: 
Stephen L. Crain

EXHIBIT “A”

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT

1.	Edinburg Clinic 3105 E. Schunior Edinburg, Texas 318-2040	Mondays, Wednesdays & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
2.	Elsa clinic 708 Edinburg Street Elsa, Texas 262-1141	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
3.	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 843-7463	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
4.	McAllen, Clinic 300 E. Hackberry McAllen, Texas 682-6155	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
5.	Mission Clinic PO Box 236 (So. Breyfogle) Mission, Texas 585-2461	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
6.	Pharr Clinic 1903 N. Fir Pharr, Texas 787-1531	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
7.	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 968-7542	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 9:00 am to 6:30 pm
8.	Central Office 1304 S. 25 th Street Edinburg, Texas 78539	Mondays, Wednesdays, & Fridays 7:30 am to 5:30 pm Tuesdays & Thursdays 8:00 am to 5:00 pm

*NOTE: Services provided will vary according to available staff. Therefore, all Walk ins are recommended to call & verify time of services on Holidays approved by the Court

The University of Utah

Upon the Recommendation of the Faculty
has conferred on

Sister Patricia De Blierck

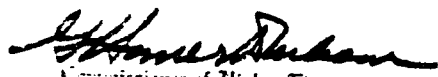
the Degree of

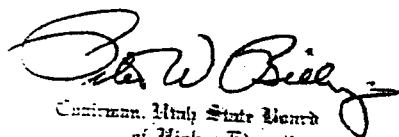
Master of Science

Nursing

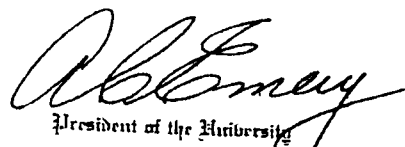
with all its Rights, Honors and Responsibilities

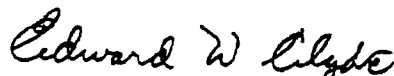
Given at Salt Lake City in the State of Utah on the third day of June,
nineteen hundred and seventy-two.


Commissioner of Higher Education


Chairman, Utah State Board
of Higher Education




President of the University


Chairman, Institutional Council

Board of Nurse Examiners for the State of Texas



The Board of Nurse Examiners for the State of Texas does hereby
certify that on the twelfth day of November Anno Domini 1973

PATRICIA MARGARET DEBLIECK

was declared duly qualified to practice professional nursing in the State of Texas
and is entitled to be signed and known as a

REGISTERED NURSE

In Testimony Whereof

ENDORSEMENT NO. 4-28909

We have hereunto set our hands and affixed
the Seal of The Board of Nurse Examiners
for The State of Texas

Helen Cox R.N., M.Ed.
President

Margaret L. Crawford R.N., M.Ed.
Executive Secretary

Francis Fung R.N., M.Ed.
Sister M. Vincent A.H.M.N.
Elaine Cominsky, R.N., M.Ed.
Geddes McLaughlin, RN, Ed.D.
Sister Regina Mathison, O.R.N., M.S.



BOARD OF NURSE EXAMINERS
FOR THE STATE OF TEXAS

Mailing Address:
BOX 140466
AUSTIN, TEXAS 78714

9101 BURNET ROAD, SUITE 104
AUSTIN, TEXAS 78758 • AC 512/835-4880

LOUISE WADDILL, R.N., Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Advanced Nurse Practitioners
FROM: Louise Waddill, R.N., Ph.D.
Executive Director
DATE: May 10, 1991

The Board is pleased to present you with the enclosed certificate of approval as an Advanced Nurse Practitioner in the State of Texas. Rule 221, Advanced Nurse Practitioners, of the Board's Rules and Regulations Relating to Professional Nurse Education, Licensure and Practice was adopted in 1980. Since that time the Board has approved over 3700 Advanced Nurse Practitioners.

These certificates are being mailed to all approved Advanced Nurse Practitioners without charge. Should you have a name change or require a duplicate certificate at some point in time, a fee will be assessed for another certificate.

/sk

MEMBERS OF THE BOARD

JULIE BARNES, R.N.
ARKANSAS, TEXAS

LYNN C. BESSELMAN, Ph.D.
AMARILLO, TEXAS

SARA J. KEBLE, R.N., M.S.
HOUSTON, TEXAS

TEDDY L. LANGFORD, R.N., Ph.D.
LUBBOCK, TEXAS

MORRIS H. PARRISH
IRVING, TEXAS

Board of Nurse Examiners for the State of Texas

The Board of Nurse Examiners for the State of Texas
does hereby certify that

PATRICIA M DE BLIECK

was declared duly qualified to practice as an Advanced Nurse Practitioner
in the State of Texas and is entitled to be styled and known as a

NURSE MIDWIFE

DATE

JUNE 24, 1985

RN LICENSE NUMBER

428909

Eileen P. Park, R.N., S.D.
PRESIDENT

Louise Waddell, R.N., Ph.D.
EXECUTIVE DIRECTOR

REGISTERED NURSE

BOARD OF NURSE EXAMINERS FOR THE STATE OF TEXAS
333 Guadalupe #3-460, Austin, Texas 78701

A CERTIFICATE OF RE-REGISTRATION TO PRACTICE PROFESSIONAL NURSING
ISSUED BY THE BOARD OF NURSE EXAMINERS FOR THE STATE OF TEXAS TO

BY LICENSE
428909

EXPIRES
LAST DAY OF

MAR 2008

PATRICIA M DEBLIECK

NM-Rx Auth

Katharine A. Thomas
EXECUTIVE DIRECTOR

Patricia M. DeBlieck
NURSE SIGNATURE REQUIRED