AI-16253 **2.A.**

WIC/ LT

CC CONSENT

Date: 07/14/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - WIC (1292)

BACKGROUND
To cover for cost for FY 09.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 07/10/2009 524->601 ; 524->671

Attachments

Link: L/T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 03:18 PM	APRV
2	JC Carreon	JC Carreon	07/10/2009 04:49 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 06/29/2009 04:03 PM
Final Approval Date: 07/10/2009

DATE: 06/30/09

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9	524	Gen. Ins.	→ 9.1292.441.00.350.001.9	601	Office Supplies	10,000.00
9.1292.441.00.350.001.9	524	Gen. Ins.	→ 9.1292.441.00.350.001.9	671	Repair&Maint. Supplies	2,000.00
Total:						12,000.00

REASON: To cover expenditures

APPROVED COMMISSIONERS COURT

/ /
Date

ATTEST COUNTY CLERK

AI-16461 **2.B.**

WIC L/T

CC CONSENT

Date: 07/14/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - WIC (1292)

BACKGROUND
To encumber costs for FY 09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
524-->671 $ 2000.00; funds available as of 07/10/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 03:21 PM	APRV
2	Ana Galvan	Anna Galvan	07/10/2009 04:55 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 07/10/2009 12:48 PM
Final Approval Date: 07/10/2009

DATE: July 10, 2009

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM				TO			
ACCOUNT NUMBER		Account Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9	524	General Insurance	→	9.1292.441.00.350.001.9	671	Bldg. & Other Struc R&M Supplies	2,000.00
						Total:	2,000.00

REASON: To cover expenditures

APPROVED COMMISSIONERS COURT

/ /
Date

ATTEST COUNTY CLERK

AI-16452 **2.C.**

Various transfer

CC CONSENT

Date:	07/14/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Melinda Villapando
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. 5/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-069-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-10-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 08:08 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/10/2009 02:03 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Angela Garcia Started On: 07/09/2009 04:36 PM

Final Approval Date: 07/10/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 07/09/09

DEPARTMENT HEAD: SPEEDY JACKSON

DEPARTMENT NAME: J.P. 5/1

ACCOUNT NUMBER: 9-1100-412-00-069-001-0-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**
583	TRAVEL OUT OF COUNTY	442	EQUIP. & VEHICLE RENTAL	$4.00
583	TRAVEL OUT OF COUNTY	601	OFFICE & COMPUTER SUPPLIES	100.00
672	R & M SUPPLIES EQUIP/VEH.	601	OFFICE & COMPUTER SUPPLIES	200.00
			TOTAL	**304.00**

REASON: FUNDING NEEDED TO PURCHASE PAPER SUPPLIES AND PAY OUTSTANDING INVOICE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-16369 **2.D.**

Postage transfer

CC CONSENT

Date: 07/14/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Auxilary Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-045-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-09-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2009 04:29 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/09/2009 03:22 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Angela Garcia Started On: 07/07/2009 01:43 PM

Final Approval Date: 07/10/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 07/06/09

DEPARTMENT HEAD: JUAN PARTIDA

DEPARTMENT NAME: AUXILARY COURT

ACCOUNT NUMBER: 9-1100-412-00-045-001-0-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**
583	TRAVEL OUT OF COUNTY	535	POSTAGE	$800.00
			TOTAL	**800.00**

FUNDING NEEDED FOR REMAINDER OF YEAR

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-16439 **2.E.**

Budget Line Item Transfer

CC CONSENT

Date: 07/14/2009
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. #: 9-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-10-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 01:53 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/10/2009 10:55 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Edna Kirby Started On: 07/09/2009 11:05 AM

Final Approval Date: 07/10/2009

DATE: July 14, 2009

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 9-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	COMPUTER DEPT-MINOR OFFICE EQUIP	**AMOUNT**
412	INFO TECH-CABLE/SATELLITE TV	613	INFO TECH - SAFETY SUPPLIES	$250.00
412	INFO TECH-CABLE/SATELLITE TV	679	INFO TECH- REPAIR & MAINT. SUPPLIES-OTHER	64.24
			TOTAL	**$314.24**

REASON: **Tranfer monies to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-16437 **2.F.**

TRANSFER/CREATE NEW OBJECT CODE
CC CONSENT

Date: 07/14/2009
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Submitted For: Alma Ybarra
Department: GEN. GOVT. BLDGS.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Buildings & Grounds (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
442-->780 - $2,000.00; Funding available as of 7/10/09.

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 01:52 PM	APRV
2	Norma Silva	Norma Silva	07/10/2009 09:57 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Alma Ybarra Started On: 07/09/2009 10:11 AM

Final Approval Date: 07/10/2009

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: July 9, 2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: BUILDINGS & GROUNDS

ACCOUNT NUMBER: 9-1100-419-40-220-001-0-

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
442	RENTAL EQUIP	780	CAPITAL LEASE	2,000.00
			TOTAL	$2,000.00

REASON: NEED FUNDS TO LEASE A NEW XEROX COPIER FOR B&G OFFICE AND CREATE OBJECT CODE 780 (Having too many problems with old copier)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-16391 **2.G.**

Intra- 2009 transfers 070709

CC CONSENT

Date: 07/14/2009
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds available for all transfers as of 07-08-09

Attachments

Link: Intra- 2009 transfers 070709

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 04:01 PM	APRV
2	Ana Galvan	Anna Galvan	07/10/2009 04:00 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Veronica Lopez Started On: 07/08/2009 10:55 AM

Final Approval Date: 07/10/2009

DATE: July 7, 2009

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 9-1100-414-00-130-001-0-XXX

2009
Transfer

AI- 16391

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	Elections Dept- Printing & Binding	336	Elections Dept- Comp Srv	48,000.00
432	Elections Dept- Equip & Veh R&M Srv	336	Elections Dept- Comp Srv	20,000.00
532	Elections Dept- Wireless Devices	336	Elections Dept- Comp Srv	5,000.00
584	Elections Dept- Registration Fees	336	Elections Dept- Comp Srv	10,000.00
583	Elections Dept- Travel Out of County	336	Elections Dept- Comp Srv	5,000.00
431	Elections Dept- Bldg & Other Struc R&M Srv	336	Elections Dept- Comp Srv	5,000.00
601	Elections Dept- Office & Computer Suppl	336	Elections Dept- Comp Srv	10,000.00
413	Elections Dept- Elec Surveill & Security	336	Elections Dept- Comp Srv	5,000.00
630	Elections Dept- Food	336	Elections Dept- Comp Srv	1,500.00
631	Elections Dept- Bottled Water	336	Elections Dept- Comp Srv	1,500.00
640	Elections Dept- Reference Materials	336	Elections Dept- Comp Srv	2,000.00
667	Elections Dept- Minor Software	747	Elections Dept- Software	3,000.00
			TOTAL	**116,000.00**

REASON:
Transfer from several Elections Dept accounts into Comp Srv and Software in the amount of $113,000.00 and $3,000.00 (respectively).

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16386 **2.H.**

To purchas Software License for 211 address verification

CC CONSENT

Date: 07/14/2009
Submitted By: Maxine Elizondo, EMERGENCY SERVICES DIVISION
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX

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

BUDGETARY IMPACT:

667--336> - $950.00; Funding available as of 7/9/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 03:41 PM	APRV
2	Norma Silva	Norma Silva	07/09/2009 10:41 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Maxine Elizondo Started On: 07/08/2009 09:37 AM

Final Approval Date: 07/10/2009

DATE: **July 8, 2009**

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

DEPARTMENT NAME: **County Judge's Office of Emergency Services**

ACCOUNT NUMBER: **9-1100-429-00-300-023-0-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
667	Em Minor Sofware	336	Computer Services	950.00
			TOTAL	**950.00**

REASON: **To purchase Software License for address verification for people registered for 211.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16395 **2.I.**

Interdepartmental Transfer to cover monthly rental & monthly overages
CC CONSENT

Date: 07/14/2009
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Gloria Rodriguez
Department: COUNTY JUDGE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-413-00-110-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 07-09-09

Attachments

Link: IDT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 04:14 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/09/2009 03:27 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Roxanne De La Garza
Started On: 07/08/2009 11:19 AM
Final Approval Date: 07/10/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

1-Jul-09

DEPARTMENT HEAD: **Judge JD Salinas III**

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1100-413-00-110-006-0-442

CONTACT PERSON: Gloria Rodriguez PHONE: 318-2600

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 CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
581	Travel In-County	442	Equipment & Vehicle Rentals	1,000.00
583	Travel Out of County	442	Equipment & Vehicle Rentals	1,000.00
664	Other Minor Equipment	442	Equipment & Vehicle Rentals	1,500.00
			TOTAL	**3,500.00**

REASON: Transfer is needed to cover Monthly rental and overages for the reminder of this Fiscal Year.

8-Jul-09

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-16399 **2.J.**

Health Division - Immunization Line Item Trf

CC CONSENT

Date: 07/14/2009
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 - Imm (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-012-9-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07/10/2009 113->601 ; 211->601; 260->601

Attachments

Link: Imm LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 04:29 PM	APRV
2	JC Carreon	JC Carreon	07/10/2009 11:59 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Dan Beltran Started On: 07/08/2009 12:56 PM

Final Approval Date: 07/10/2009

Date: July 8, 2009
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 9-1293-441-00-340-012 -9 Immunization
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
9-1293-441-00-340-012-9-113	F/T Employees	9-1293-441-00-340-012-9-601	Office & Computer Supp.	$ 6,800.00
9-1293-441-00-340-012-9-211	Health Insurance	9-1293-441-00-340-012-9-601	Office & Computer Supp.	$ 5,000.00
9-1293-441-00-340-012-9-260	Workers Comp	9-1293-441-00-340-012-9-601	Office & Computer Supp.	$ 5,000.00
			Amount	$ 16,800.00

Revenue Account
Amount Requested: $ 16,800.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-16363 **2.K.**

LIT

CC CONSENT

Date:	07/14/2009
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

603-->810 - $750.00; Funding available as of 7/7/09.
550-->810 - $200.00; Funding available as of 7/7/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2009 11:28 AM	APRV
2	Norma Silva	Norma Silva	07/07/2009 02:08 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Rene Perez Started On: 07/07/2009 11:07 AM

Final Approval Date: 07/10/2009

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: July 7, 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 CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
603	CO-CLERK- EDUCATION/INSTRUCTION	810	CO CLERK-DUES & MEMBERSHIPS	$750.00
550	CO CLERK PRINTING & BINDING	810	CO CLERK-DUES & MEMBERSHIPS	$200.00
			TOTAL	$950.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-16392 **2.L.**

Line Item Transfer to pay for new mini blinds.

CC CONSENT

Date:	07/14/2009
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	CCL #3 Probate Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

890-->431 $ 185.00; funds available as of 07/08/09

Attachments

Link: Line Item for mini blinds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 04:06 PM	APRV
2	Norma Silva	Norma Silva	07/09/2009 11:01 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Anna Galvan Started On: 07/08/2009 10:56 AM

Final Approval Date: 07/10/2009

AI-16392

DATE: July 7, 2009

DEPARTMENT HEAD: Judge Homer Dariza

DEPARTMENT NAME: Probate Court

ACCOUNT NUMBER: 9-1243-412-00-023-002-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1243-412-00	Probate	→	9-1243-412-60	Bldg & Other	185.00
023-002-0-890	Court-Other	→	023-002-0-431	Str.Jc, Rd M Srv.	185-
		→			
		→			
		→		

AI-16356 **2.M.**

Intradepartmental Transfers

CC CONSENT

Date:	07/14/2009
Submitted By:	Rachel Segura, COUNTY COURT #4
Submitted For:	Rachel Segura
Department:	COUNTY COURT #4
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court at Law # 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

590-->535 $ 250.00; funds available as of 07/08/09
630-->535 $ 200.00; funds available as of 07/08/09
661-->535 $ 25.00; funds available as of 07/08/09
664-->535 $ 250.00; funds available as of 07/08/09
671-->535 $ 31.09; funds available as of 07/08/09

Attachments

Link: line item transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2009 11:01 AM	APRV
2	Ana Galvan	Anna Galvan	07/08/2009 02:36 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Rachel Segura Started On: 07/06/2009 01:45 PM

Final Approval Date: 07/10/2009

INTRADEPARTMENTAL TRANSFER

DATE: **July 6, 2009**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **9-1100-412-00-024-001-0**

CONTACT PERSON: **Rachael Segura** PHONE: **956-318-2390**

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
590	ROOM & BOARD	535	POSTAGE	$ 250.00
630	FOOD	535	POSTAGE	$ 200.00
661	MINOR OFFICE FURN & EQUIP.	535	POSTAGE	$ 25.00
664	OTHER MINOR EQUIPMENT	535	POSTAGE	$ 250.00
671	BLDG. & OTHER STRUC R&M SUPP.	535	POSTAGE	$ 31.09
			TOTAL	$ 756.09

REASON: Need to transfer monies into Object Code 535 to cover the cost of postage.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-16474 **2.N.**

Constable Precinct No. 3- (DD#1) Health Insurance

CC CONSENT

Date:	07/14/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 / DD#1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-293-012-0-131

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

BUDGETARY IMPACT:

$22.55 available balance as of 07/10/09. rc

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/10/2009 05:04 PM	APRV
2	Budget & Management		07/10/2009 05:05 PM	NEW

Form Started By: Rosie Cantu Started On: 07/10/2009 04:49 PM

Final Approval Date: 07/10/2009

DATE: July 10, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 3 DD#1

ACCOUNT NUMBER: 9-1100-421-00-293-012-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
131	CONST PCT.3-DD#1-OVERTIME PAY	211	CONST PCT.3-DD#1-HEALTH INSURANCE	9.22
			TOTAL	9.22

REASON:
Intradepartmental Transfer to fund Health insurance expenditure associated with interlocal agreement between DD#1 and Constable Precinct no. 3 for overtime wages.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16379 **2.O.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	07/14/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
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-

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

BUDGETARY IMPACT:

Available account balance as of 07/08/2009 810->342 ; 679->604

Attachments

Link: Line Item Transfer 07-21

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 08:57 AM	APRV
2	JC Carreon	JC Carreon	07/08/2009 10:45 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Rachel Cavazos Started On: 07/07/2009 04:42 PM

Final Approval Date: 07/10/2009

DATE: July 13, 2009

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1100-421-00-293-001-0-xxx

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
810	DUES & MEMBERSHIPS	342	INFO & CREDIT SERVICES	295.00
679	OTHER R&M SUPPLIES	604	MEDICAL & LABORATORY SUPPLIES	325.00
			TOTAL	620.00

REASON: WE ARE WANTING TO PURCHASE FIRST AID KITS FOR DEPARTMENTAL FLEET AND THE LICENSE TO KEEP UP WITH THE MANDATORY COURSES THE DEPUTIES NEED THROUGH TECLEOSE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16380 **2.P.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	07/14/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1285)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1285-421-00-293-005-9-XXX

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

BUDGETARY IMPACT:

260-->115 $ 500.00; funds available as of 07/10/09
260-->117 $ 1,000.00; funds available as of 07/10/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 09:14 AM	APRV
2	Ana Galvan	Anna Galvan	07/10/2009 09:35 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Rachel Cavazos Started On: 07/07/2009 04:48 PM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1285-421-00-293-005-9-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
260	WORKERS' COMPENSATION	115	LONGEVITY PAY	$ 500.00
260	WORKERS' COMPENSATION	117	SUPPLEMENTAL PAY	1,000.00
			TOTAL	$ 1,500.00

REASON: TO COVER ANY ESTIMATED DEFICITS FOR THE STOP TRUANCY FUND.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16440 **2.Q.**

Constable Pct.5

CC CONSENT

Date:	07/14/2009
Submitted By:	Roxanne Elizondo, CONSTABLE PCT. #5
Submitted For:	Roxanne Elizondo
Department:	CONSTABLE PCT. #5
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-295-001-0-XXX

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

BUDGETARY IMPACT:

661-->684 $ 3.00; funds available as of 07/10/09

Attachments

Link: Intradept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 02:02 PM	APRV
2	Ana Galvan	Anna Galvan	07/10/2009 04:37 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Roxanne Elizondo Started On: 07/09/2009 11:37 AM

Final Approval Date: 07/10/2009

BUDGET INTRADEPARTMENTAL TRANSFER AI-16440

DATE: July 9, 2009

DEPARTMENT HEAD: DANIEL MARICHALAR

DEPARTMENT NAME: Constable Pct. 5

ACCOUNT NUMBER: 9-1100-421-00-295-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

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 CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
661	Minor Office Furniture & Equipment	684	Tires & Tubes	$ 3.00
			TOTAL	$ 3.00

REASON: Transfer is needed to pay invoice for tires.

DANIEL MARICHALAR
DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16475 **2.R.**

transfer of funds - Pct. 1 R&B

CC CONSENT

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Noe Montez
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 R&B (1201)

BACKGROUND

Fiscal Impact

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 04:56 PM	APRV
2	Veronica Ortiz		07/10/2009 05:05 PM	NEW

Form Started By: Monica Badillo — Started On: 07/10/2009 04:49 PM

Final Approval Date: 07/10/2009

DATE: **July 10, 2009**

DEPARTMENT HEAD: **Commissioner Sylvia Handy**

DEPARTMENT NAME: **Pct. #1 - Road & Bridge**

per Noe Montez
M.Badillo

ACCOUNT NUMBER: **9-1201-431-00-121-005-0-**

Ext. 5404

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
334	Arch./Eng. Services	**442**	Rental of Equip./Vehicles	**1,008.00**
339	Other Prof. Services	**442**	Rental of Equip./Vehicles	**6,092.00**
890	Other	**442**	Rental of Equip./Vehicles	**9,300.00**
			TOTAL	**16,400.00**

REASON: **To pay claims from H&V Equipment as approved by Commissioners' Court on 7/7/09.(Closed Sess.)**
Total amount of $ 29,900.00. (Difference currently available in obj. 442)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16388 **2.S.**

Budget Line-Item Transfer for County Wide Shop Department

CC CONSENT

Date: 07/14/2009
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 CWS (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $700.00 as of 07/08/2009.
From 442------>619 in the amount of $300.00
Funding available in the amount of $4,509.88 as of 07/08/2009.
From 626------>679 in the amount of $2,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 03:47 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	07/09/2009 03:25 PM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/08/2009 10:27 AM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX County Wide Shop

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	EQUIPMENT & VEHICLE RENTALS	619	OTHER MISCELLANEOUS SUPPLIES	$300.00
626	GASOLINE/DIESEL	679	OTHER R&M SUPPLIES	$2,000.00
			TOTAL	$2,300.00

REASON:
Transfer needed to cover some expected expenditures for the department.

DEPARTMENT HEAD SIGNATURE

7/8/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16446 **2.T.**

Budget Line-Item Transfer needed for purchase of First Aid Kit - Alamo CRC
CC CONSENT

Date:	07/14/2009
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 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $36,248.12 as of 07/09/2009.
From 739------>604 in the amount of $500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 03:21 PM	APRV
2	Norma Silva	Norma Silva	07/10/2009 10:05 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/09/2009 02:56 PM

Final Approval Date: 07/10/2009

DATE: July 9, 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).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
739	OTHER STRUCTURES	604	MEDICAL & LAB SUPPLIES	$500.00
			TOTAL	**$500.00**

REASON:
Transfers needed to purchase First Aid Kit w/ supplies for the South Tower CRC.

DEPARTMENT HEAD SIGNATURE

7/9/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16389 **2.U.**

Budget Line-Item Transfer for Road & Bridge Department

CC CONSENT

Date: 07/14/2009
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 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $47,000.00 as of 07/10/2009.
From 334------>672 in the amount of $20,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 03:54 PM	APRV
2	JC Carreon	JC Carreon	07/10/2009 10:16 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/08/2009 10:46 AM

Final Approval Date: 07/10/2009

DATE: July 8, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX Road & Bridge

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	Architectureal & Engineering Services	672	Equipment & Vehicle R&M Supplies	$20,000.00
			TOTAL	**$20,000.00**

REASON:
Transfer needed for expected expenditures (purchase of Tires) for the department.

DEPARTMENT HEAD SIGNATURE

7/8/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16433 **2.V.**

Pct. #4 R&B Transfer

CC CONSENT

Date: 07/14/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

841-->613 $ 20,111.66; funds available as of 07/10/09
890-->604 $ 1,000.00; funds available as of 07/10/09
434-->432 $ 5,341.74; funds available as of 07/10/09
890-->432 $ 2,600.00; funds available as of 07/10/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:57 AM	APRV
2	Ana Galvan	Anna Galvan	07/10/2009 10:20 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Jr. Munoz Started On: 07/08/2009 05:07 PM

Final Approval Date: 07/10/2009

INTRADEPARTMENTAL TRANSFER AI-16433

DATE: July 8, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct #4 - Road & Bridge

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Phone # :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
841	Aide to Govt Agency	613	Safety Supplies	$ 20,111.66
890	Other	604	Medical & Lab Supplies	1,000.00
434	Vehicle R&M Srv	432	Equip & Vehicle R&M Srv	5,341.74
890	Other	432	Equip & Vehicle R&M Srv	2,600.00
			TOTAL	$ 29,053.40

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

/ / DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16383 **4.A.**

D.A. Bad Checks Reports

CC CONSENT

Date:	07/14/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Attorney:
1. Approval of monthly Processing Fees Report for the months of April, May & June 2009.

BACKGROUND

Monthly Processing Fee Reports

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding required; no fiscal impact.

Attachments

Link: DAChecks042009

Link: DAChecks052009

Link: DAChecks062009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 09:19 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/08/2009 09:27 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Roy Cazares — Started On: 07/08/2009 09:09 AM

Final Approval Date: 07/10/2009

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED April 30, 2009

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 79819 ENDING RECEIPT # 80280

TOTAL RECEIPTS FOR THIS MONTH: 462
TOTAL RECEIPTS VOIDED THIS MONTH: 2

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$225,867.72
Court Costs Collected This Month	*CCP Art. 102.0071*	21,102.25
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	19,080.64
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	6,785.00
Overpayments/Refunds for This Month		278.48
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$273,114.09

DISBURSEMENTS

BEGINNING CHECK # 176073 ENDING CHECK # 176420

TOTAL CHECKS FOR THIS MONTH: 348
TOTAL CHECKS VOIDED THIS MONTH: 2

Restitution Disbursed This Month	$225,901.20
Court Costs Disbursed This Month	21,102.25
Processing Fees Disbursed- County Treasurer	19,080.64
Merchant Fees Disbursed This Month	6,785.00
Refunds of Overpayments to Defendants	245.00
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$273,114.09

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 5/5/09

Prepared By — Date: 5-5-09

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED May 29, 2009

MONIES RECEIVED

BEGINNING RECEIPT # 80281 ENDING RECEIPT # 80630

TOTAL RECEIPTS FOR THIS MONTH: 350
TOTAL RECEIPTS VOIDED THIS MONTH: 0

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$159,217.81
Court Costs Collected This Month	*CCP Art. 102.0071*	17,043.25
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	15,787.28
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	5,730.00
Overpayments/Refunds for This Month		173.89
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$197,952.23

COPY

DISBURSEMENTS

BEGINNING CHECK # 176421 ENDING CHECK # 176701

TOTAL CHECKS FOR THIS MONTH: 281
TOTAL CHECKS VOIDED THIS MONTH: 2

Restitution Disbursed This Month	$159,248.50
Court Costs Disbursed This Month	17,043.25
Processing Fees Disbursed- County Treasurer	15,787.28
Merchant Fees Disbursed This Month	5,730.00
Refunds of Overpayments to Defendants	143.20
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	33.10
Voided Checks This Month	0.00
Total Disbursements for This Month	$197,985.33

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Rene' Guerra — Hidalgo County Criminal District Attorney — 6/3/09 — Date

Rosa R Chavez — Prepared By — 6-3-09 — Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED June 30, 2009

COPY

MONIES RECEIVED

BEGINNING RECEIPT # 80631 ENDING RECEIPT # 81014

TOTAL RECEIPTS FOR THIS MONTH: 384
TOTAL RECEIPTS VOIDED THIS MONTH: 4

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$309,306.49
Court Costs Collected This Month	*CCP Art. 102.0071*	22,743.75
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	18,688.00
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	6,425.00
Overpayments/Refunds for This Month		870.52
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$358,033.76

DISBURSEMENTS

BEGINNING CHECK # 176702 ENDING CHECK # 177075

TOTAL CHECKS FOR THIS MONTH: 374
TOTAL CHECKS VOIDED THIS MONTH: 31

Restitution Disbursed This Month	$309,359.63
Court Costs Disbursed This Month	22,743.75
Processing Fees Disbursed- County Treasurer	18,688.00
Merchant Fees Disbursed This Month	6,425.00
Refunds of Overpayments to Defendants	817.38
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	6,962.13
Voided Checks This Month	0.00
Total Disbursements for This Month	$364,995.89

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

for Homer Vasquez — 7-7-09
Hidalgo County Criminal District Attorney — Date

Iris R. Chavez — 7-7-09
Prepared By — Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-16372 **5.A.**

Pipeline Permit

CC CONSENT

Date:	07/14/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
1. Approximately 500' north of mile 20N on the west side of Sunflower Rd- X Rd- Maria Sibrian; 3/4" service connection
2. Approximately 500' north of SH 107 on the west side of 83rd ST- Liduvina Sosa- Bore-3/4" service connection

La Faja Ranch, LLC:
1. Propose to install a 2" waterline on East 250 acre of Porcion 46 and across Mile 7 Road- Bore under gravel road.

BACKGROUND

Fiscal Impact

Attachments

Link: Pipeline Permits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 02:40 PM	APRV
2	Olga Garza	Olga Garza	07/08/2009 03:55 PM	APRV
3	Dale Kennan	Dale Kennan	07/09/2009 02:34 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Sandra Garcia — Started On: 07/07/2009 03:42 PM

Final Approval Date: 07/10/2009

REVISED JANUARY 2009 FEE: $ 3.75

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 14th day of July, 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:

- 1. Approximately 500' north of mile 20N on the west side of Sunflower Rd- X Rd- Maria Sibrian; 3/4" service connection.
- 2. Approximately 500' north of SH 107 on the west side of 83rd ST- Liduvina Sosa- Bore- ¾" service connection

The granting, giving and authorizing of permission for the said aforenamed 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. Not withstanding 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 Permitter 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 14th day of July, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

La Faja Ranch, LLC

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 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:

- 3. Propose to install a 2" water line on East 250 acre of Porcion 46 and across Mile 7 Road.- Bore under gravel road.

The granting, giving and authorizing of permission for the said aforenamed 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. Not withstanding 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 Permitter 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-16368 **6.A.**

Membership Dues

CC CONSENT

Date: 07/14/2009
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK

Information

CAPTION

County Clerk:
1. Requesting approval to pay the 2009-2010 annual membership dues to County and District Clerks' Association of Texas (CDCAT) in the amount of $110.00 for Mr. Arturo Guajardo, Jr., County Clerk, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
2. Requesting approval to pay 2009-2010 annual membership dues to Property Records Industry Association (PRIA) in the amount of $350.00 for Mr. Arturo Guajardo, Jr., County Clerk, with authority for County Treasurer to issue check review, audit and processing procedures are completed by the County Auditor.
3. Requesting approval to pay the 2009-2010 annual membership dues to the International Association of Clerks, Recorders, Election Officials and Treasurers(IACREOT) in the amount of $175.00 for Mr. Arturo Guajardo, Jr., County Clerk, with authority for County Treasurer to issue check review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Pending approval of line item transfer, AI #16363 CC 7-14-09.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 7-8-09 $200.00; additional funding in the amount of $950.00 is pending line item transfer, AI #16363 CC 7-14-09.

Requisitions are pending to be generated by user department.

Attachments

Link: Membership Dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2009 04:27 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/08/2009 08:08 AM	APRV

3	Auditor's Office	07/10/2009 05:05 PM	NEW
Form Started By: Delia Rodriguez		Started On: 07/07/2009 01:14 PM	
Final Approval Date: 07/10/2009			

COUNTY AND DISTRICT CLERK'S ASSOCIATION
OF TEXAS

BENA HESTER, TREASURER
COUNTY AND DISTRICT CLERK, BRISCOE COUNTY
PO BOX 555
SILVERTON, TEXAS 79257

June 23, 2009

Association dues for July 2009 – June 2010

****Payable within 30 Days of this Statement****

Scale of Dues

Counties with Population:	Less than 20,000	$	80.00
	20,000 – 50,000	$	85.00
	50,000 – 100,000	$	95.00
	100,000 and Over	$	110.00
Affiliate Members: (Employees and Retired Clerks, Election/Court Administrators and Vendors and their employees.)		$	50.00
	AMOUNT PAID	$	**110.00**

MAKE CHECKS PAYABLE TO: CDCAT

IMPORTANT NOTICE

Please list below all current information and return **this copy** with your dues payment to the above address. Thank you for your prompt attention.

County **CLERK** District _____ County _____ Combo _____
Deputy County/District Clerk _____ Elections/Court Administrator _____ Vendor _____

Name: **ARTURO GUAJARDO, JR.**

Address: **100 N. CLOSNER**

City: **EDINBURG** State: **TX** Zip: **78539**

Phone: **956-318-2149** Fax: **956-318-2105**

E mail Address: **AGUASERO13@YAHOO.COM**

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ARTURO GUAJARDO, JR., do hereby state that my membership in the COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: Arturo Guajardo Jr. DATE: 7-7-09

TITLE: HIDALGO COUNTY CLERK

Before me Evelia L Morales, a Notary Public, appeared ARTURO GUAJARDO, JR, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L. MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Application for Membership – Government Sector

PRIA
Property Records Industry Association
PARTNERSHIP • KNOWLEDGE • RESULTS

2501 Aerial Center Parkway, Ste. 103, Morrisville, NC 27560
919.459.2081; 919.459.2075 (Fax)
coordinator@pria.us; www.pria.us
PRIA Federal I.D. No.: 48-1270545

NAME/TITLE: ARTURO GUAJARDO, JR., HIDALGO COUNTY CLERK

COUNTY/COMPANY NAME: HIDALGO COUNTY CLERK'S OFFICE

MAILING ADDRESS: 100 N. CLOSNER

CITY/STATE/ZIP: EDINBURG, TX 78539

PHONE: 956-318-2149 FAX 956-318-2105 EMAIL AGUASERO13@YAHOO.COM

General Conditions for Membership in PRIA: In accordance with the General Conditions for membership in this association, the applicant hereby agrees to accept and abide by the Bylaws and Operating Rules established by this Corporation, and as amended from time to time. **For a copy of the Bylaws and Operating Rules, visit http://www.pria.us**

_____ _____
Signature of Applicant Date

I choose to receive Emails (___) from the PRIA.
Send my newsletter by: _____ Email _____ Mail (single sheets stapled)
(Leave blank if you do not want to receive mailings)

Membership Category: Check one below

Regular Member

☐	Population up to 75,000	$50
☐	75,001 to 150,000	$125
☐	150,001 to 250,000	$200
☐	250,001 to 500,000	$250
☒	Over 500,000	$350

Association or Organization (National or International) $2,000
(Whose members are government officials)

Association or Organization (State) $500
(Whose members are government officials)

Associate Member – Non Voting $50
(Staff member of Regular Member)

Method of Payment:

☐ Check **Make payable to PRIA and remit to above address**
☐ Credit Card: ☐ Visa ☐ MasterCard ☐ American Express
Card # _____ Expiration _____ Security Code _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ARTURO GUAJARDO, JR., do hereby state that my membership in the INT'L ASSOC.OF CLERKS RECORDERS ELECTION OFFICER & TREASURERS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 7-7-09

TITLE: HIDALGO COUNTY CLERK

Before me Evelia L. Morales, a Notary Public, appeared ARTURO GUAJARDO, JR., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L. Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

Conference Registration ** TOURS UPDATED*** >>>>> EVENT TICKETS ON-SALE <<<<<

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Member Directories
Membership
Officers
Delegation Directors
Committees
Conferences
Weekly Drawing
Education
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Links
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Membership Renewal Application
Member Log In

Member Renewal Review

To Access the Full Member Application, Click Here

Name :	Arturo Guajardo
Title :	County Clerk
Company :	
Address :	100 N. Closner
City,State,Zip :	Edinburg, TX 78539
Email :	aguajar013@yahoo.com
Phone :	956-318-2149
Fax :	956-318-2105
Membership Type :	Full Member
Current Expiration Date :	09/30/2009
New Expiration Date :	09/30/2010
Base Amount Due :	$175.00
Total Dues :	$175.00

Amount to Charge : 175

Payment Method : [Select a Payment Type]

Name on Card :

Card # :

Expires:

CSC (What's this?)

PO # :



Home | Back to Top

© 2009 **IACREOT** 2400 Augusta Drive, Houston TX 800-890-7368 Email: tjsthree@msn.com

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ARTURO GUAJARDO, JR., do hereby state that my membership in the PROPERTY RECORDS INDUSTRY ASSOCIATION on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 7-7-09

TITLE: HIDALGO COUNTY CLERK

Before me Evelia L. Morales, a Notary Public, appeared ARTURO GUAJARDO, JR., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

EVELIA L MORALES
MY COMMISSION EXPIRES
February 11, 2010

(SEAL)

Evelia L Morales
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-16327 **6.B.**

National Constables Association Membership

CC CONSENT

Date:	07/14/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Purchasing only:	Constables

Information

CAPTION

Constable Pct. #3:
Approval to pay renewal membership dues to the National Constables Association for Constable Lazaro Gallardo, Jr. in the amount of $60.00 with authority for County Treasuer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-293-001-0-810

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

BUDGETARY IMPACT:

Amount available for req #157647 $60.00 as of 7-2-09 for the NCA.

Attachments

Link: NCA Affidavit for Membership

Link: NCA Membership App.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2009 11:16 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/02/2009 11:33 AM	APRV
3	Auditor's Office	Angela Garcia	07/10/2009 05:05 PM	APRV

Form Started By: Rachel Cavazos Started On: 07/02/2009 10:37 AM

Final Approval Date: 07/10/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lazaro Gallardo Jr., do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: Lazaro Gallardo J. DATE: 07-02-09

TITLE: Constable

Before me Raquel V. Cavazos a Notary Public, appeared Lazaro Gallardo, Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Raquel V. Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

NATIONAL CONSTABLES ASSOICATION
1719 HUNTERS RIDGE DR. W
P.O. BOX 6351
MOBILE, AL 36660-6351
Ph. 251-463-1489
Fax. 251-776-6609

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Dues $60.00

Membership Information

ID # (Found on membership card)

Name (Last, First, Middle) Gallardo, Lazaro

Street Address or P.O. Box # 730 N. Breyfogle Rd.

City Mission State Texas Zip Code 78572

Home Phone # 956-519-3188 Business Phone # 956-205-7031 Cell Phone # 956-239-3368

Email or web site if available larrygallardo@swbell.net

State Association if a member Assoc. Address

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the secretary treasurer. All dues paid members not picking up the **First Edition NCA Patch** at the convention will be mailed first class mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will be proud to display. Additional patches can be ordered at the cost of $5.00 each

Please share this application with a new perspective member. The great thing about NCA is being with some of America's best. The National Convention Board Meeting and Awards Banquet held every year gives constables the opportunity to come together from around the country and recognize those that have excelled in their service. Both training and skills to build a professional constable system can be found in the association with NCA. But most of all we all work hard to Protect and Defend this Honorable Office of the Constable.

AI-16467 **6.C.**

Membership Dues - Amigos Del Valle
CC CONSENT

Date:	07/14/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Membership Dues

Information

CAPTION

Amigos Del Valle (1100):
Request approval to pay 2009 membership dues to Amigos Del Valle in the amount of $ 5,000.00

BACKGROUND

Funds avail. in acct #9-1100-444-00-115-067-0-810

Fiscal Impact

Attachments

Link: invoice

Link: form

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/10/2009 04:41 PM	APRV
2	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Monica Badillo Started On: 07/10/2009 03:40 PM

Final Approval Date: 07/10/2009

Amigos Del Valle, Inc.

1116 N. Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-2210

"CELEBRATING 34 YEARS OF SERVICE"

RECEIVED

JUN 24 2009

COUNTY JUDGE

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
VICTOR G. TREVINO
Member At-Large, Cameron County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
NOE GARZA
City Commissioner, Edinburg
Treasurer
JIM DARLING
City Commissioner, McAllen
Member

BOARD MEMBERS
EDWARD C. CAMARILLO
City Commissioner, Brownsville
OSCAR CUELLAR
City Manager, Donna
LARRY GALBREATH
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
JOE E. QUINTANILLA
Mayor, City of Mercedes
AIDA LERMA
Public Relations Director, Mission
SANTIAGO SALINAS
City Commissioner, Pharr
MARY GUTIERREZ
City Commissioner, Raymondville
BOB GARZA
City Commissioner, San Juan
FLOYD R. ALANIZ
Volunteer, Weslaco
ELIBERTO GUERRA
Willacy County
IRMA R. GARCIA
Banking / Finance
ELEAZAR J. ROMERO
Member-At-Large, Hidalgo County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

June 22, 2009

Honorable J. D. Salinas
County Of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Honorable Judge Salinas:

Attached is our agency's County of Hidalgo membership dues' statement for Fiscal Year 2008-2009.

Your membership dues assist us in meeting our local cash match requirements for our Senior Nutrition and Transportation Projects' federal/state grants. These funds are used to expand such Projects' services to seniors in your County and the Lower Rio Grande Valley.

We continue to count on your valuable assistance to seniors through our agency and are very grateful for your long-standing commitment and participation in our agency's Projects' services and activities.

If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza,
Executive Director

cc: Commissioner Hector "Tito" Palacios, Hidalgo County

Amigos Del Valle, Inc.

1116 N. Conway Ave., Mission, Texas 78572
(956) 581-9494

STATEMENT

To: Honorable Judge J.D. Salinas
County Of Hidalgo

Date: June 22, 2009

Description	Amount
Membership Dues:	
For Fiscal Year October 1, 2008 to September 30, 2009	$5,000.00
9-1100-44400-115-067-0-810	
Total Due:	**$5,000.00**

INVOICE RECEIVED BY: _____ on 6/26/09
GOODS/SERVICES RECEIVED BY: _____ on _____

cc: 7/14/09

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, J.D. Salinas, III_____, do hereby state that my membership in the _Amigos Del Valle, Inc., on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 7/14/09

TITLE: __Hidalgo County Judge

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

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Hector "Tito" Palacios, do hereby state that my membership in the _Amigos Del Valle, Inc., on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 7/14/09

TITLE: Commissioner Pct. #2

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

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

AI-16393 **7.A.**

Home Rehab applicants

CC CONSENT

Date: 07/14/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request for approval of three (3) applicants in the Countywide area under and one (1) applicant in the City of Weslaco under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Rafael & Nohemi Martinez Deferred 50% - Loan 50% Reconstruct Partial Payback	CW 85-09-03	Countywide Precinct # 3	HOME 2008 & 2006	Lot 67, International Village, Unit No. 2, Hidalgo County, Texas
Antonio & Nora Zapata Deferred 20% - Loan 80% Reconstruct Partial Payback	CW 85-09-04	Countywide Precinct # 1	HOME 2008 & 2006	All of Lots 15 & 16, Heidelberg Original Townsite, Hidalgo County Texas.
Cresencia & Maria Martinez Deferred Loan - Elderly Reconstruct	CW 85-09-05	Countywide Precinct # 1	HOME 2008 & 2006	All of Block One, in Louis & J.J. Hoyt Subdivision of the South 30 acres of F.T. No. 474 West Tract Subdivision, Hidalgo County Texas.
Jose & San Juanita Zuniga Deferred Loan - Elderly Reconstruct	WE 80-09-02	Weslaco Precinct # 1	HOME 2008 & 2006	Lots Six (6) and Seven (7), Block Four (4) of the Staats Addition to the City of Weslaco Texas, which is subdivision of the West Ten (10) acres of Lot Eight (8), Block One Hundred /sixty-three (163) of the West Tract Subdivison of Llano Grande Grant of land in Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2008 & 2006 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban Co. funds
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Utilizing Urban Co. HOME funds under the 2006 & 2008 budgets

Attachments

Link: applicants info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 04:09 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/08/2009 04:25 PM	APRV
3	Auditor's Office	Angela Garcia	07/10/2009 05:05 PM	APRV

Form Started By: Estella Webber Started On: 07/08/2009 11:06 AM

Final Approval Date: 07/10/2009

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008 & 2006

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since July 2004, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Rafael & Nohemi Martinez

Family of five (5)
Applicant's age is 50, spouse age is 39 and daughter's ages are 16, 14 & 12

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$765.08
Debt to Income Ratio:	37%
Pay Back:	Yes – 50% payback & 50 % Deferred
Number of Bedrooms:	4
Square Feet:	1338
Total annual household income:	$ 19,772.74
HUD Income Limits (family of 5):	$ 37,700.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 2 bedrooms frame home, built in 1970.

RECOMMENDATION:

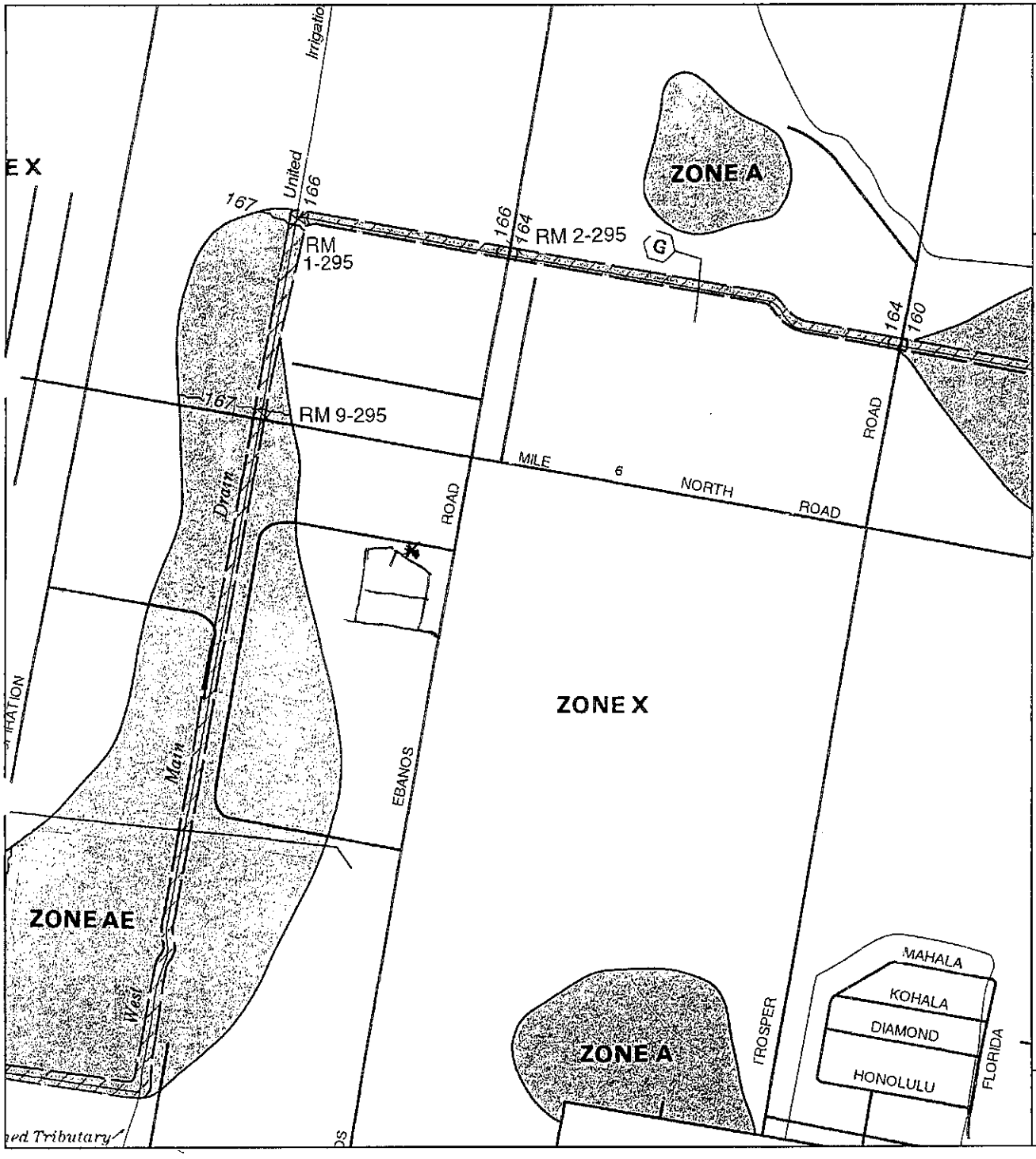
The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.



See Pg 213
See Pg 215
See Pg 244

Rio Grande Valley Atlas

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www.texmaps.com



APPROXIMATE SCALE

0 1000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

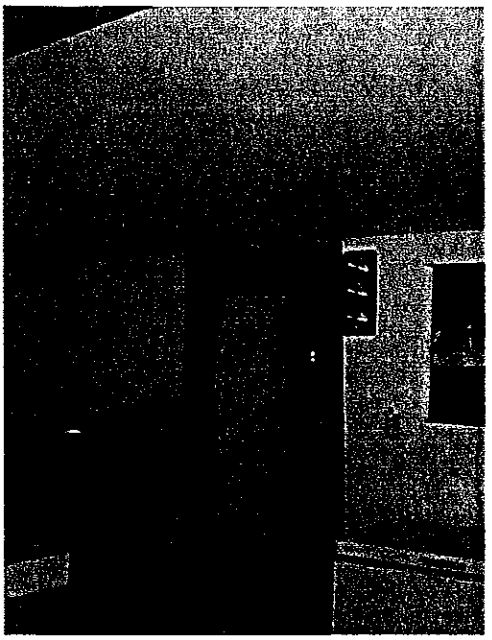
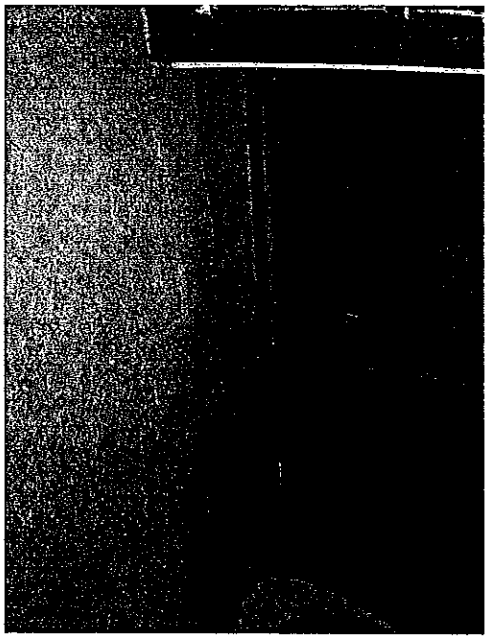
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480334 0295 D

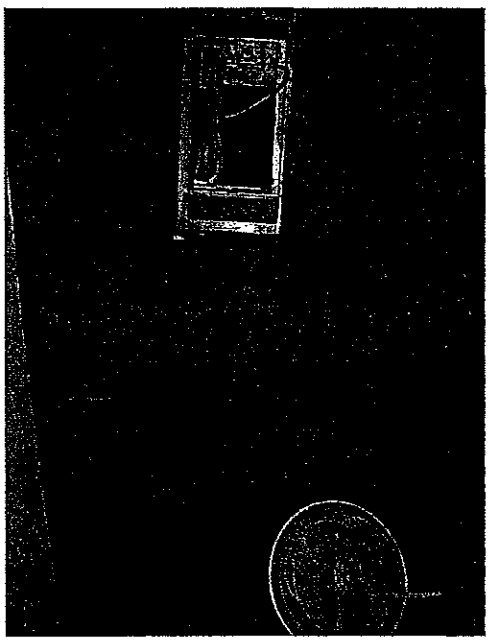
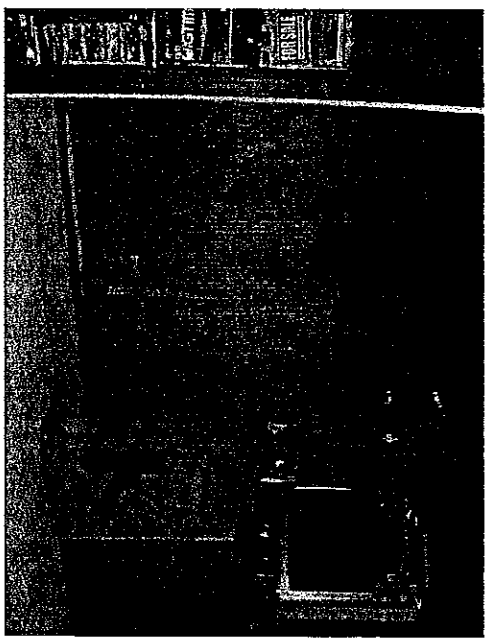
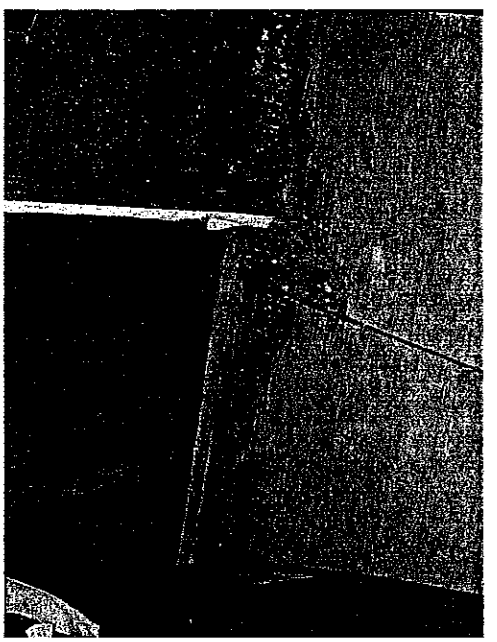
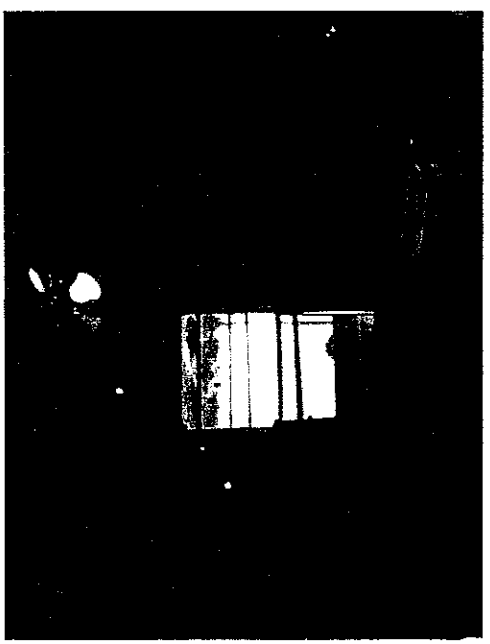
MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

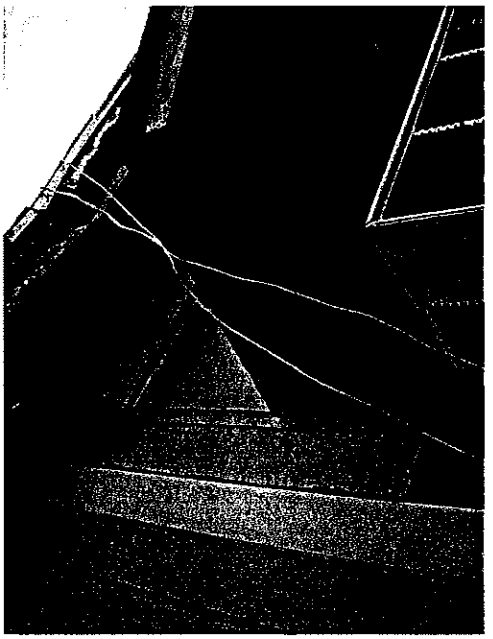
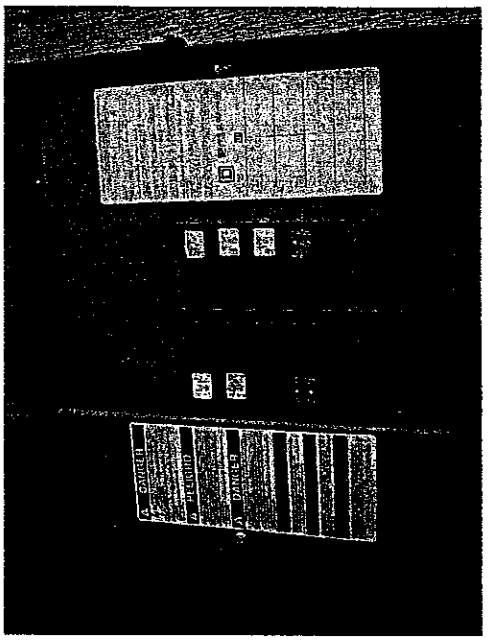
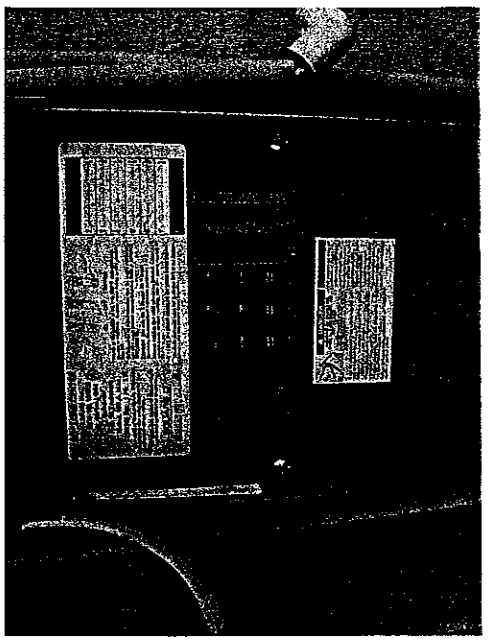
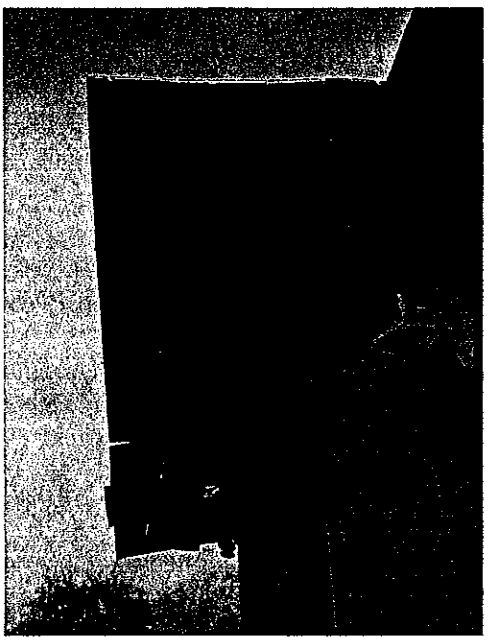
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Version 1.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Futher information about National Flood Insurance Program flood hazard maps is available at www.fema.gov/mit/tsd.

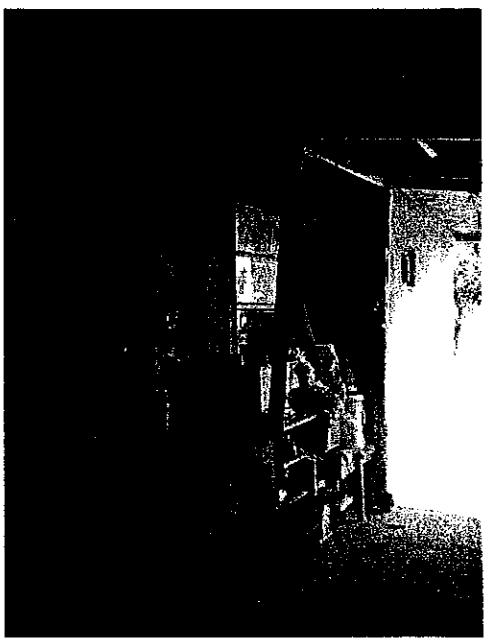
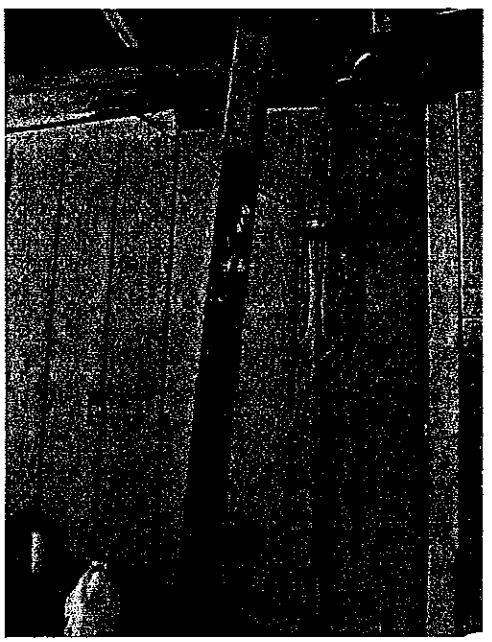
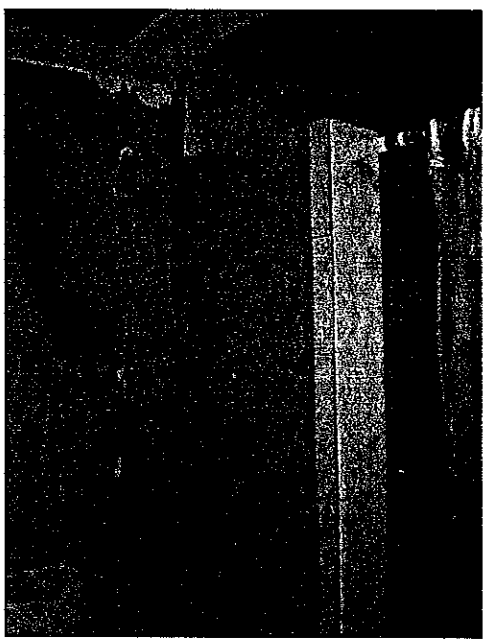
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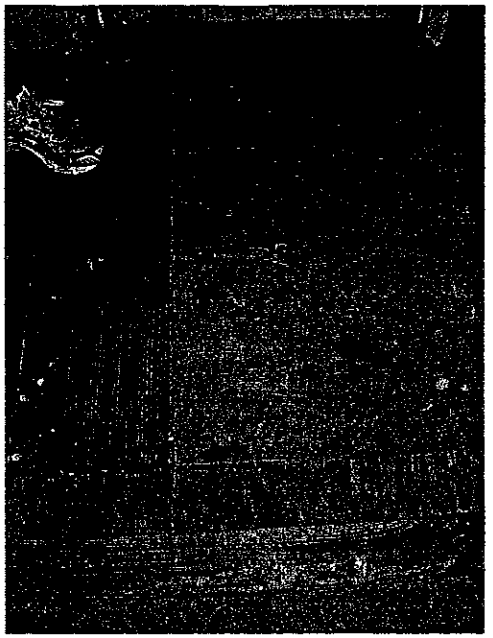
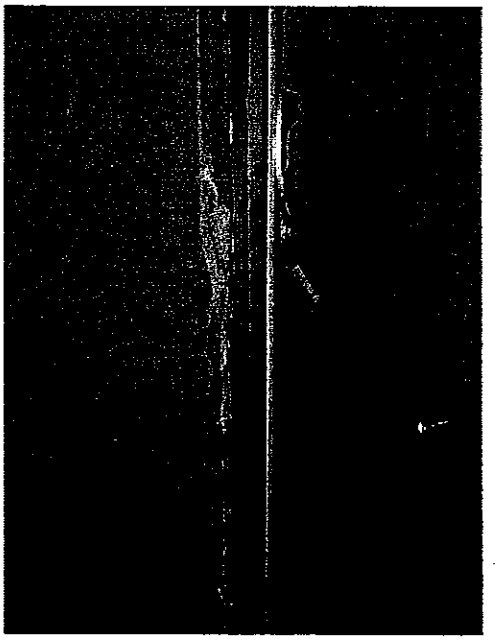
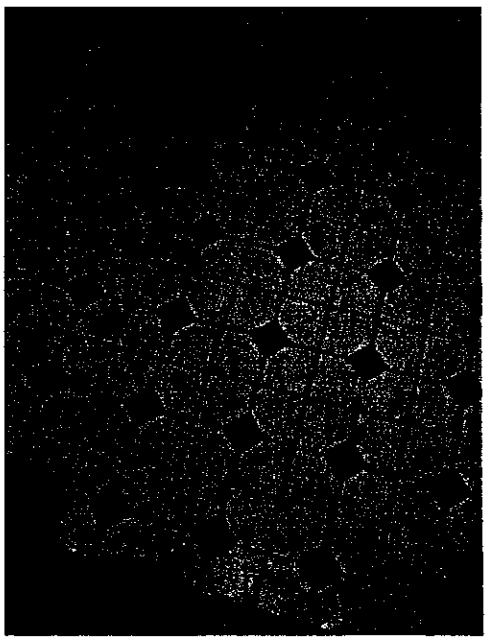
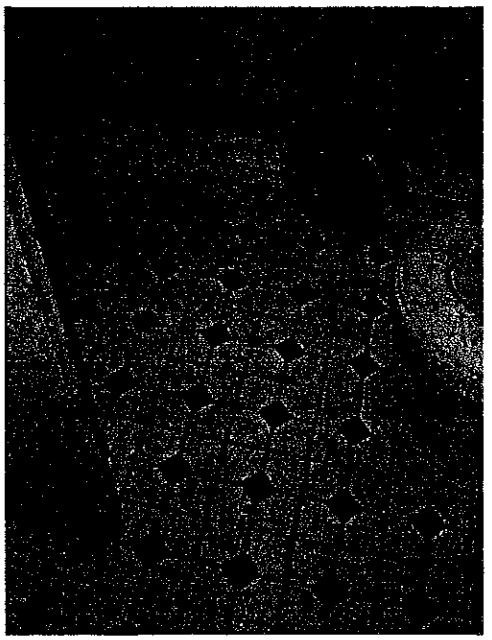
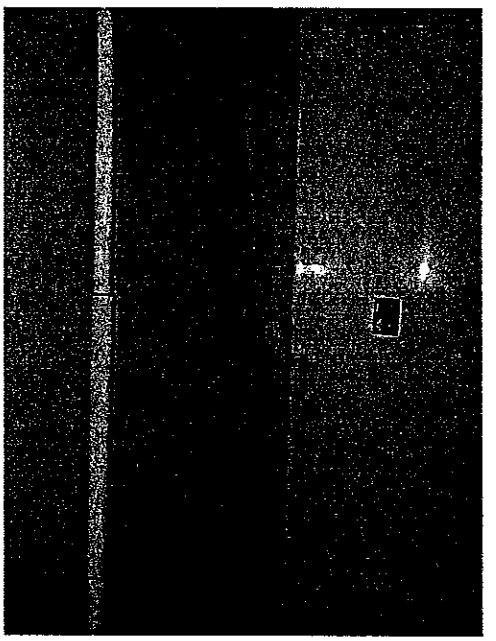
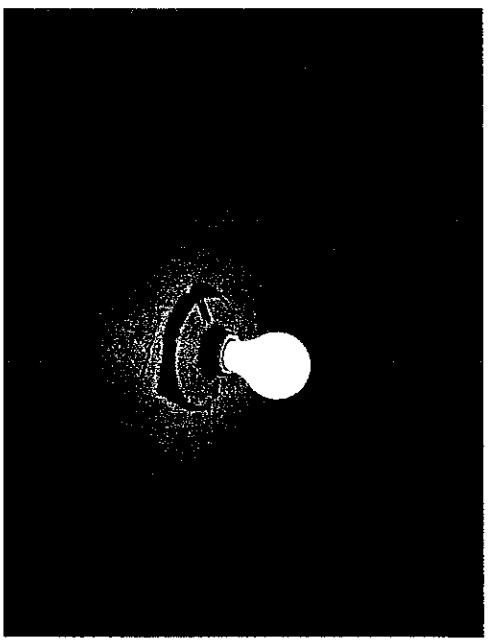
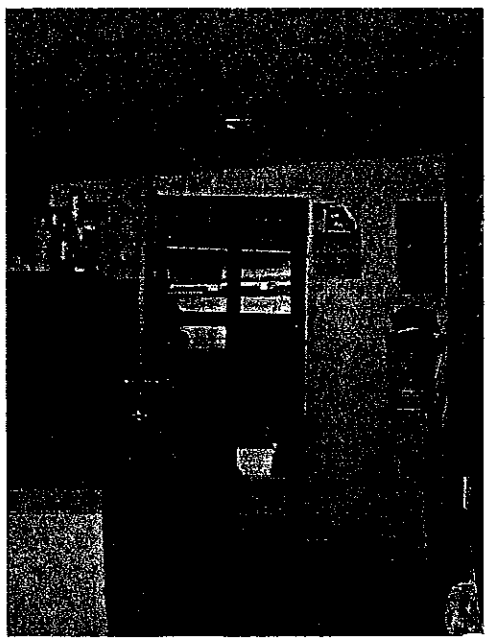
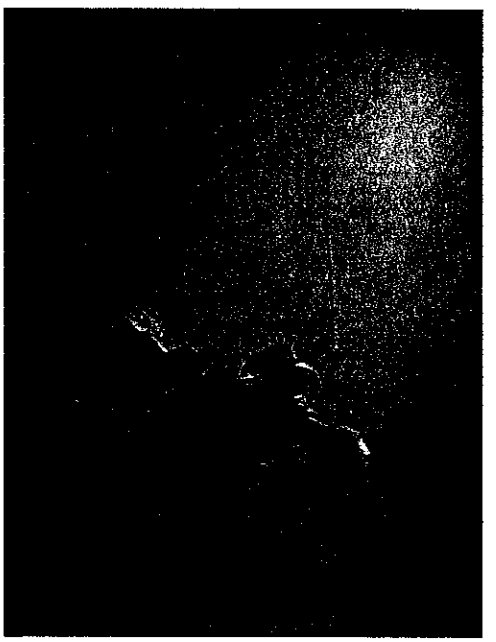
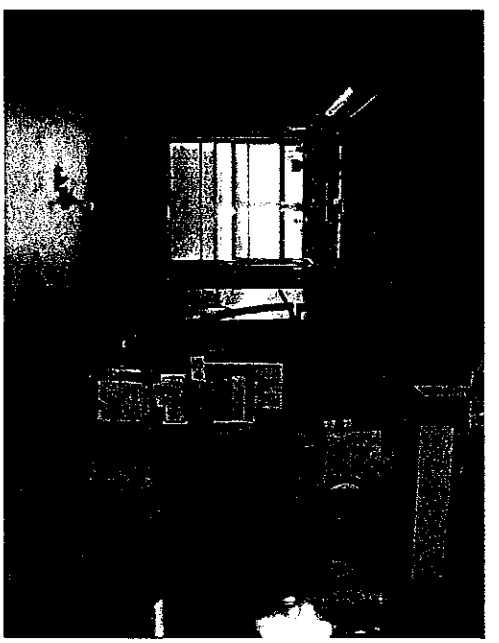



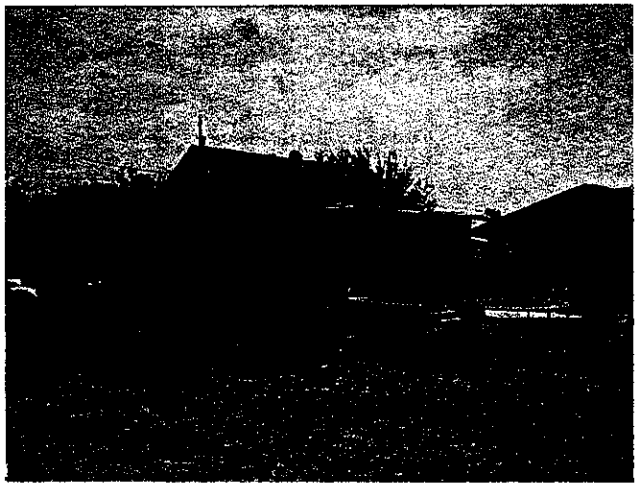





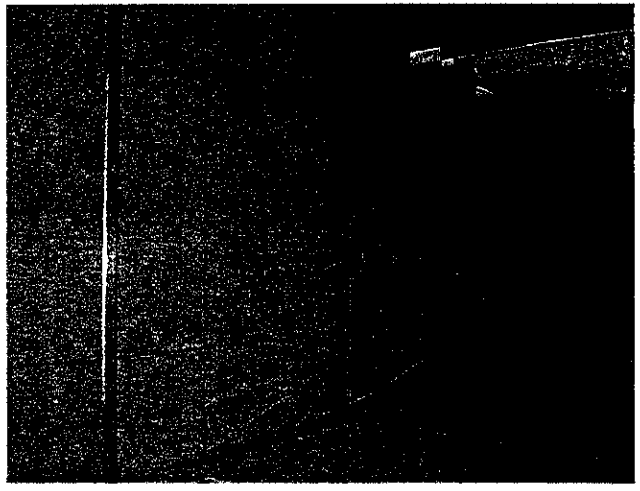




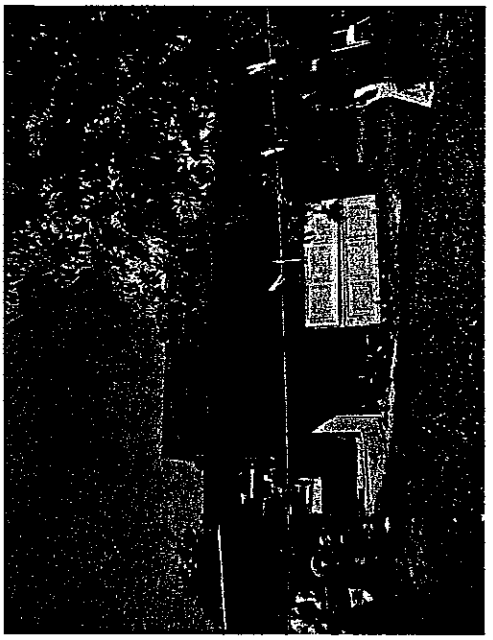


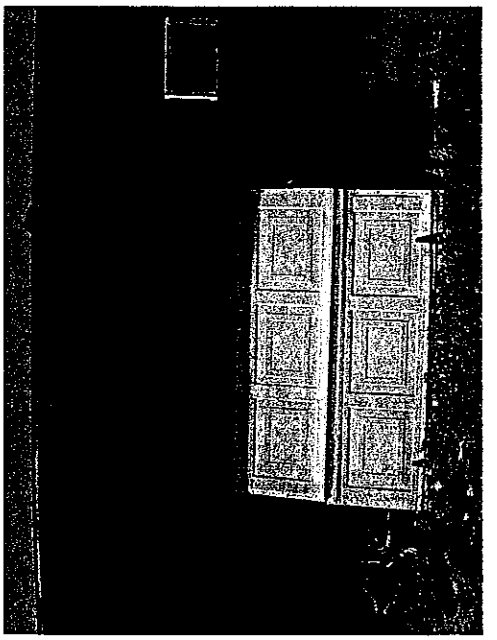
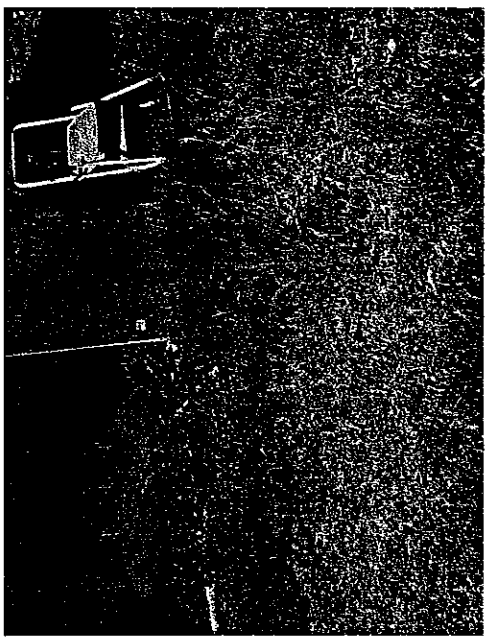


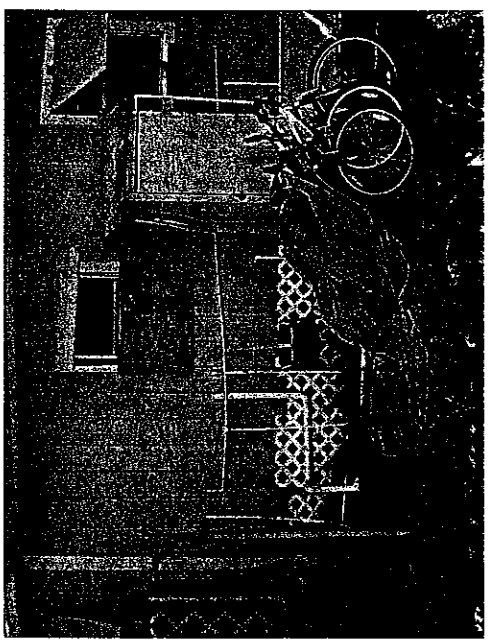
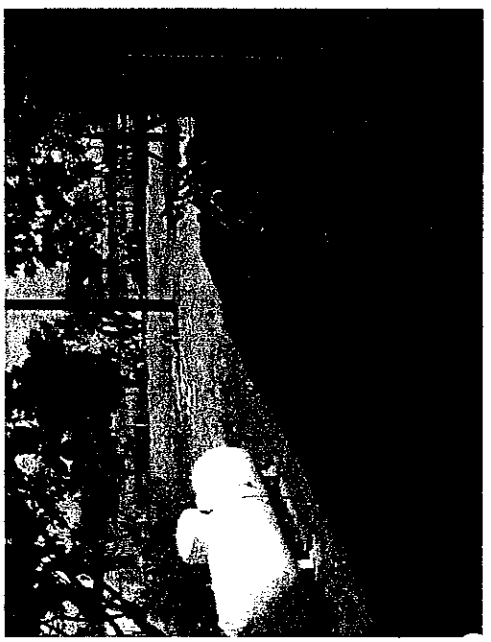
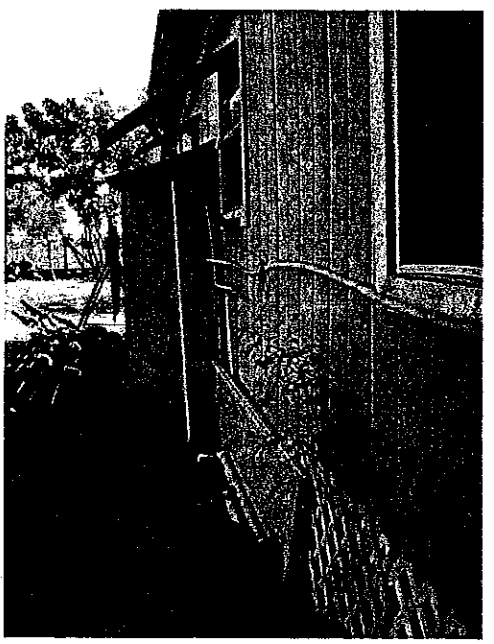
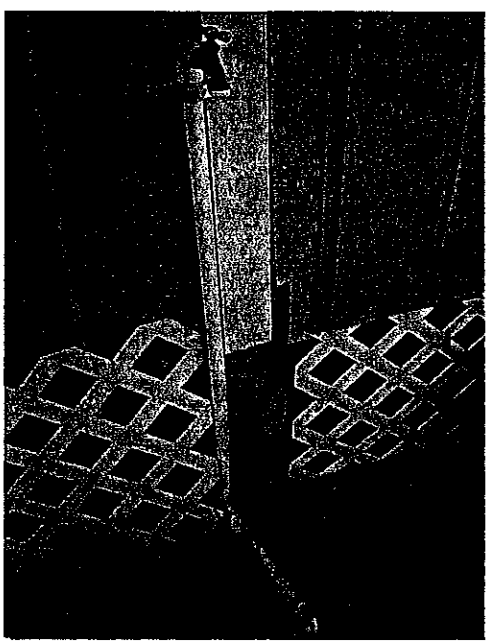


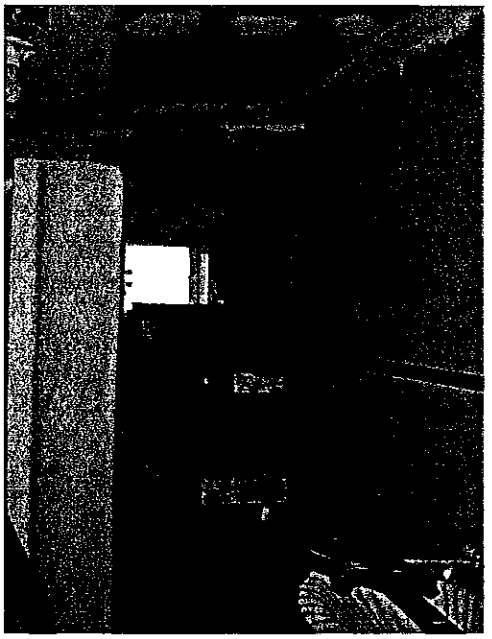
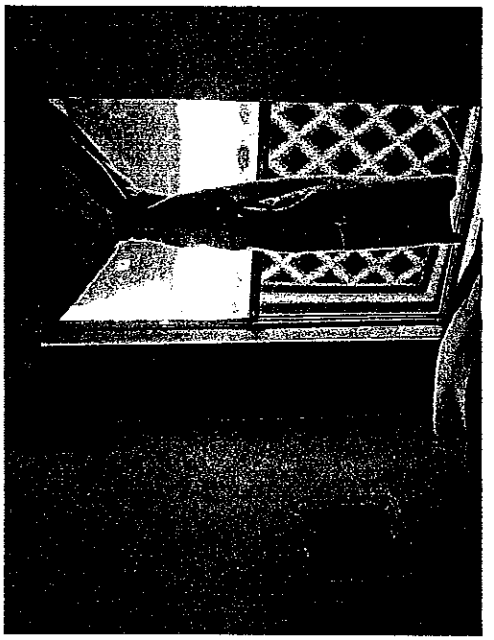
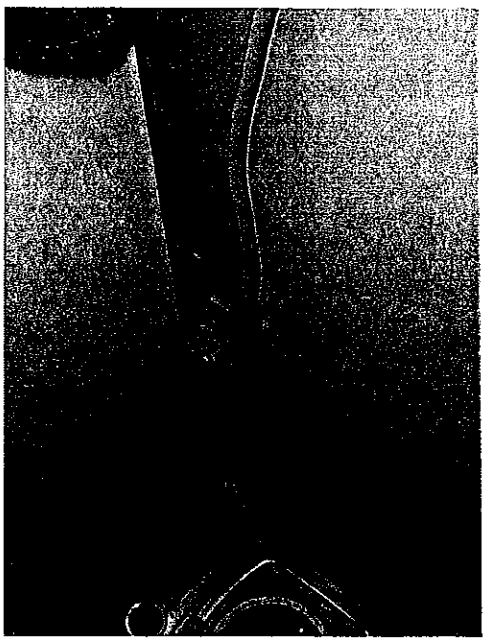
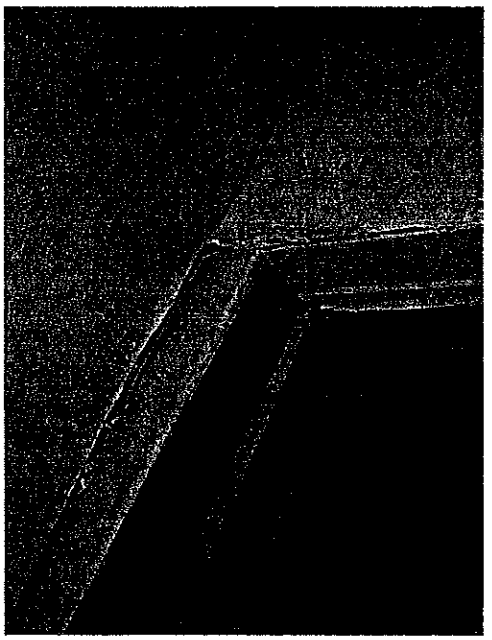
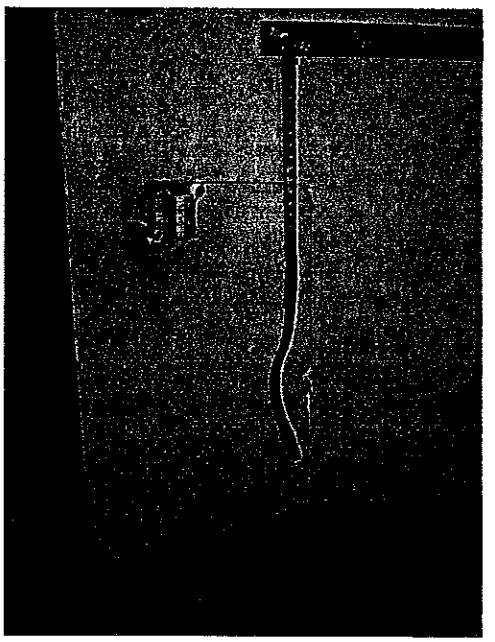
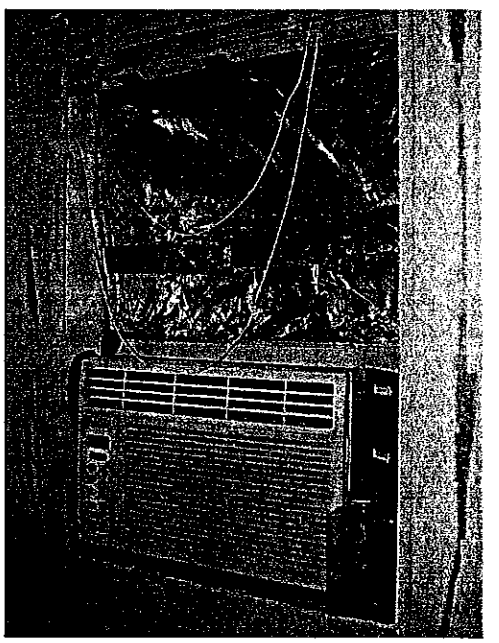
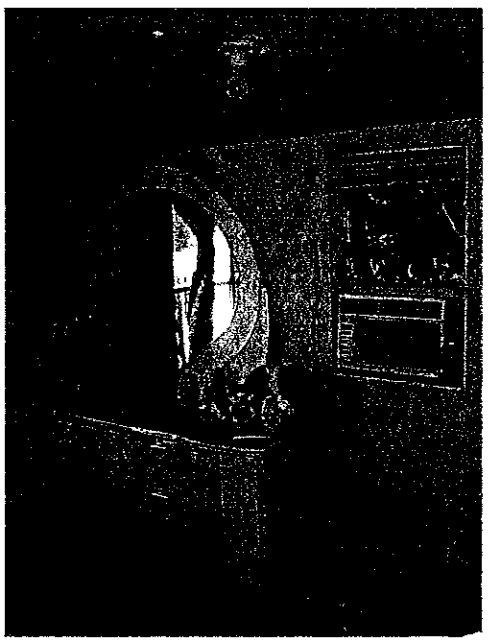


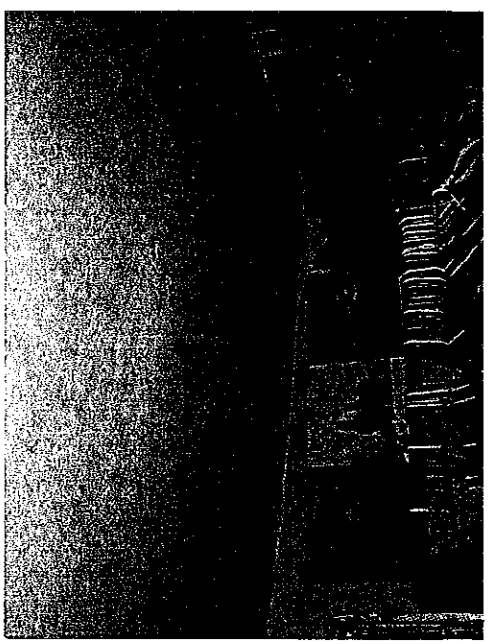






Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008 & 2006

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since September 2008, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Antonio & Nora Zapata

Family of four (4)
Applicant's age is 38, spouse age is 33 and son's ages are 9 & 6

Title Search:	No Abstract & Liens
Flood Zone:	No-Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	12%
Pay Back:	Yes - 80% payback & 20% Deferred
Number of Bedrooms:	3
Square Feet:	1242
Total annual household income:	$ 30,523.11
HUD Income Limits (family of 4):	$ 36,500.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 2 bedrooms frame home, built in 1970.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Scale in miles · 1 inch = .38 miles or 2000 feet
0 .25 .5 .75 1

See Pg 255
Zoom out Pg 136

N

A B C D E

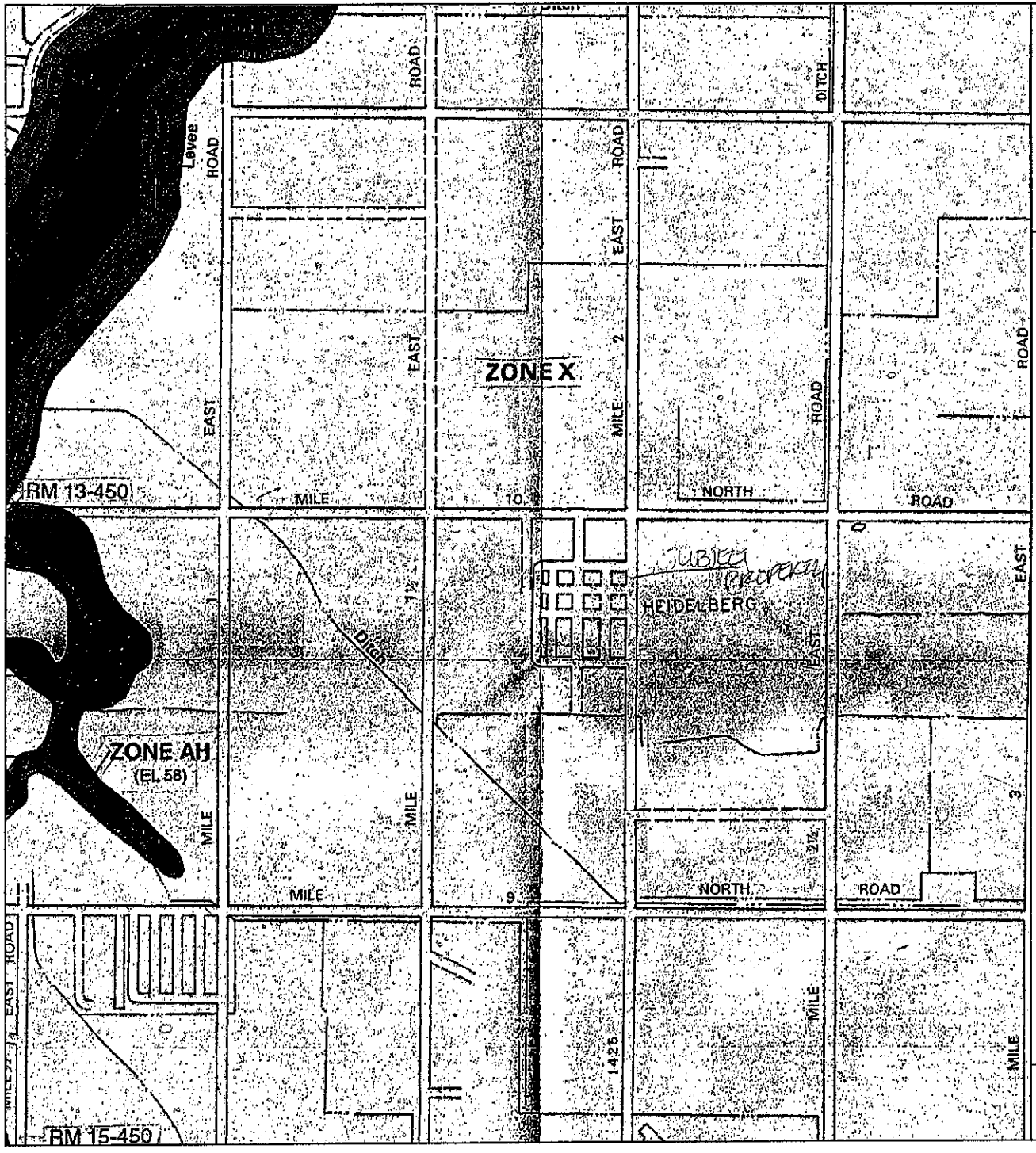
1 2 3 4 5 6 7

FM 491
FM 1425
Base Line Rd
Kika de la Garza Hwy
Mile 11 ½ N
Mile 11 N
Mile 10 ½ N
Mile 10 N
Mile 1 ½ N
Mile 1 N
Mile 9 N
Mile 2 E
Mile 1 E
Mile ½ E
CR 1333
CR 1335
CR 1337
CR 1356
CR 1356A
CR 1356B
Canal
Lateral Road #1
North Floodway
Mercedes
INDIAN HILLS
Apache Dr N
Apache Dr S
Hiawatha Dr
Walk Way
Campacuas Dr N
Cherokee Dr N
Cherokee Dr S
Shawnee Dr
Wichita Way
Cadoce Ave
Caddine Ave
Kickapoo Place
Texas Blvd
Teles Blvd
La Floresta
The Palms at Mid Valley Golf Course
HEIDELBERG
Magnolia
Palm
Linda
Monte Cir
Monte
Pine
Orange
Olive
Walnut
Rebel Dr
Ebony St
Fresno
Mesquite
Clark Rd
Central Ave
Olympia St
Provender
Guerra St
Quesada St
Compadres St
Palmas St
Hereford St
Brahman St
Beefmaster St
Mercedes Dr
N Garden St
Lorenzana St
© TexMaps

See Pg 286

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See Pg 315



APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

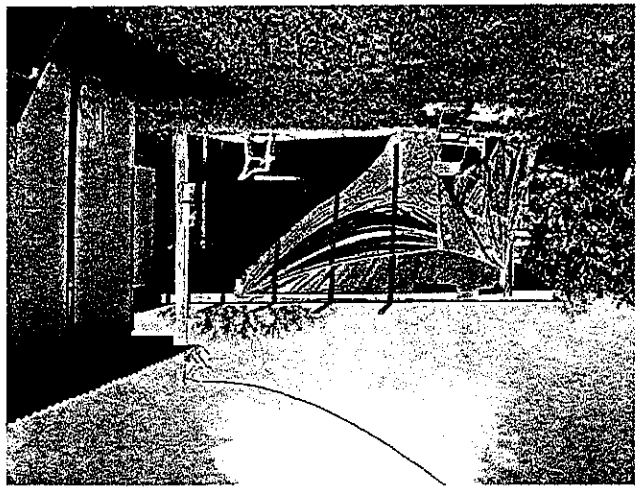
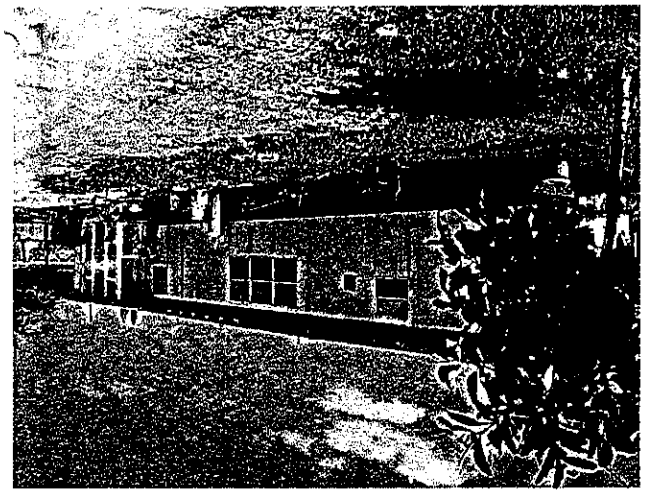
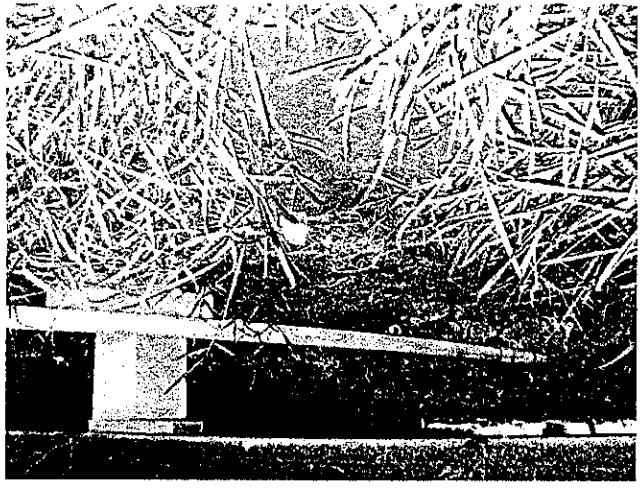
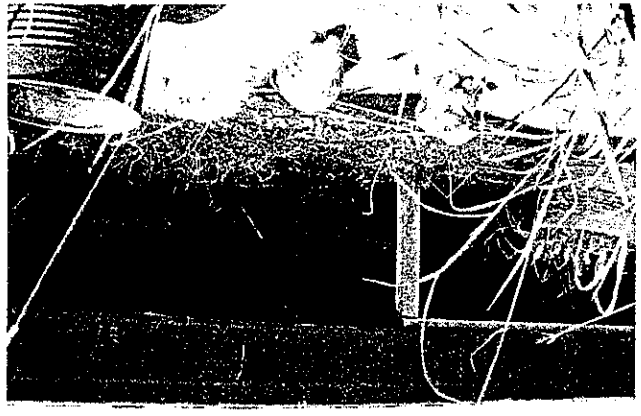
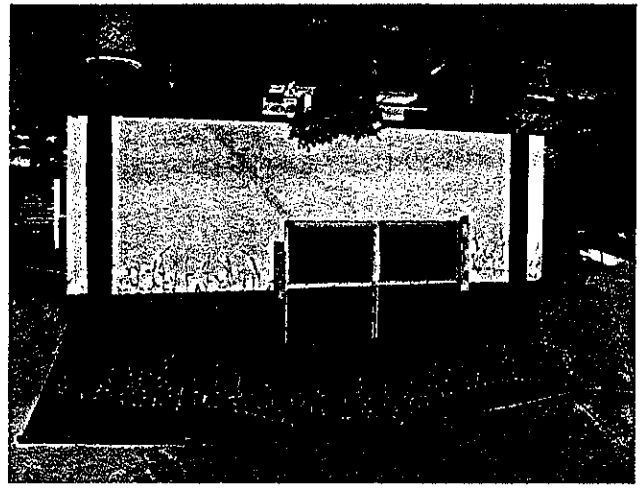
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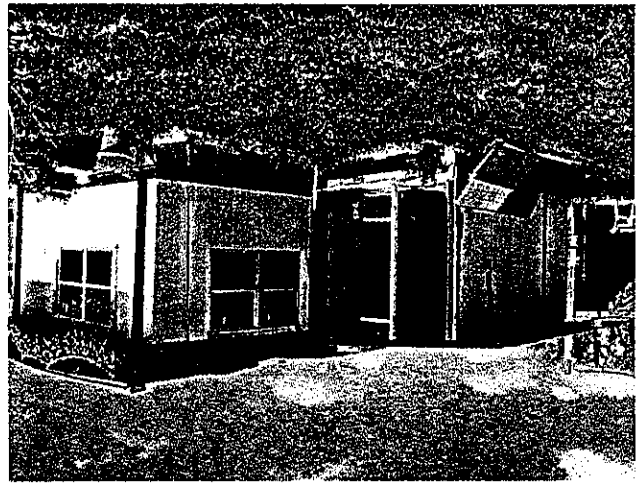
MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

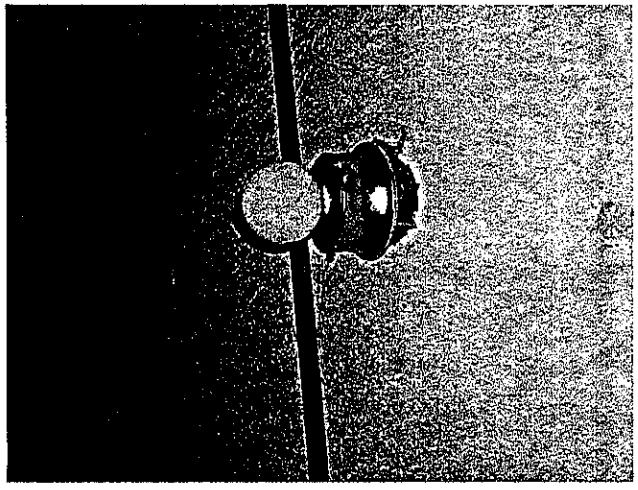
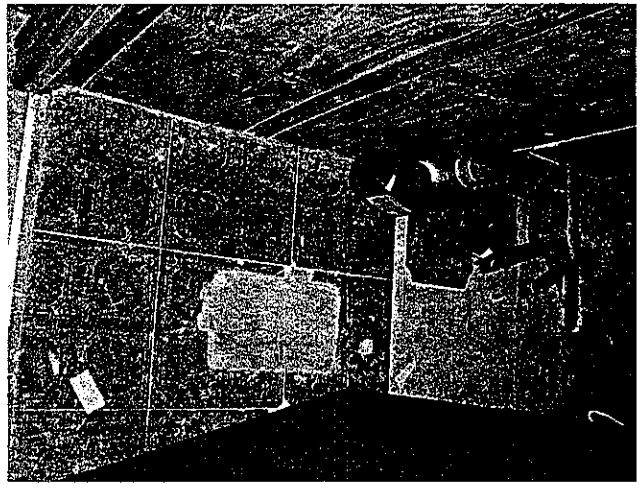
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Version 1.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Futher information about National Flood Insurance Program flood hazard maps is available at www.fema.gov/mit/tsd.

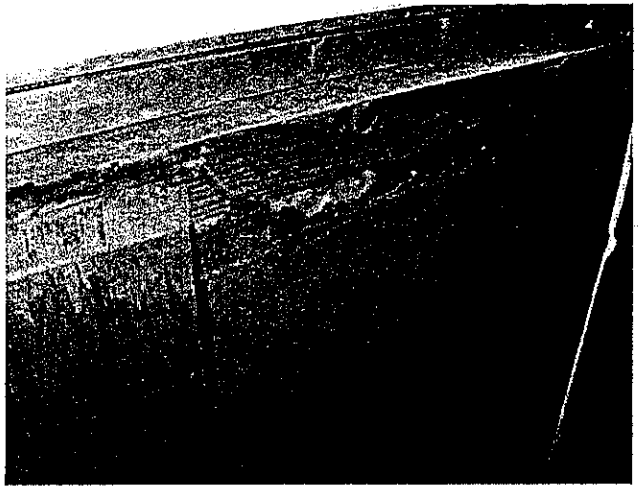
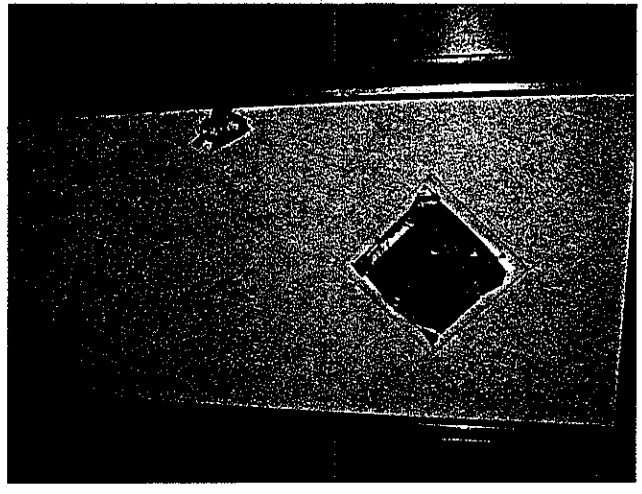
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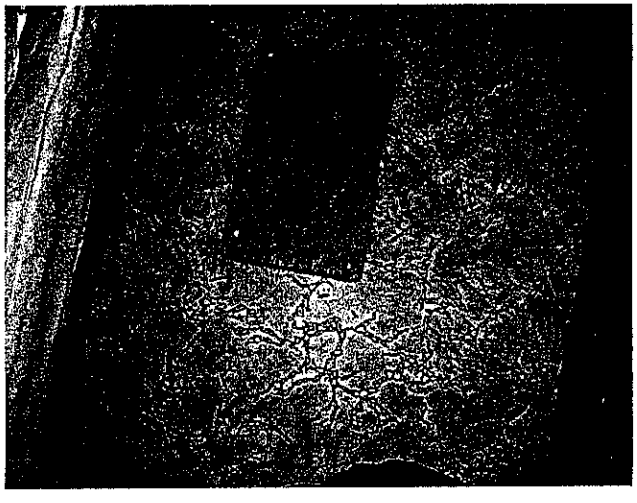
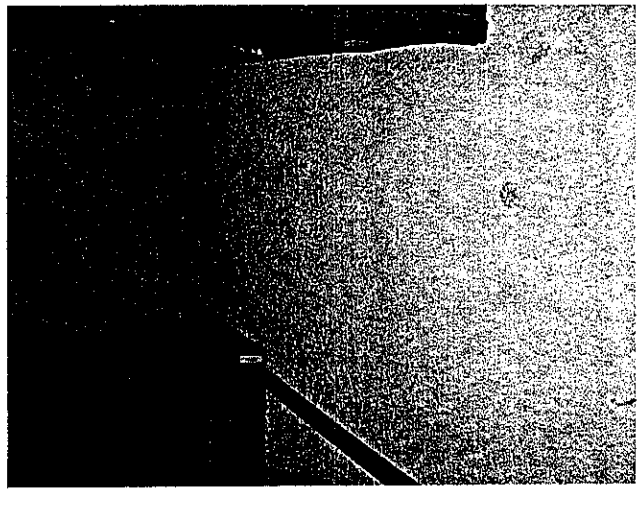
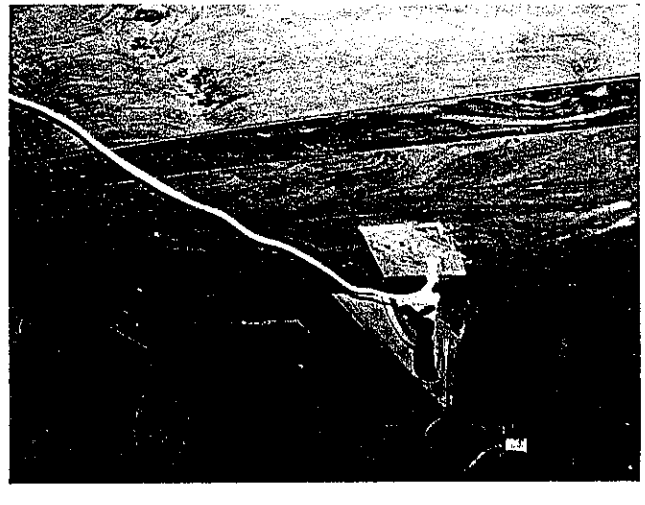







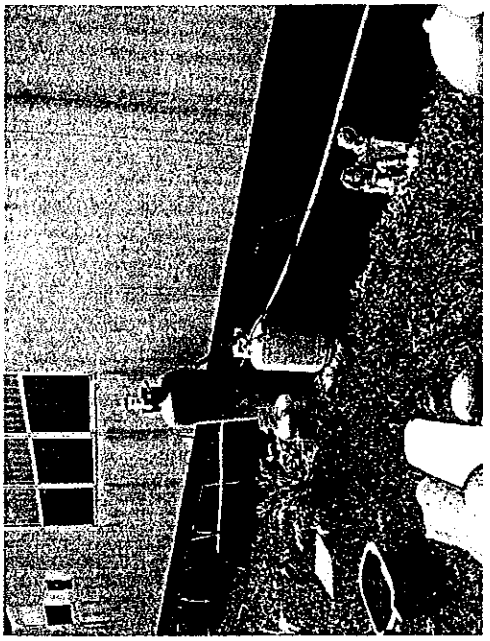



Friday June 5, 2009

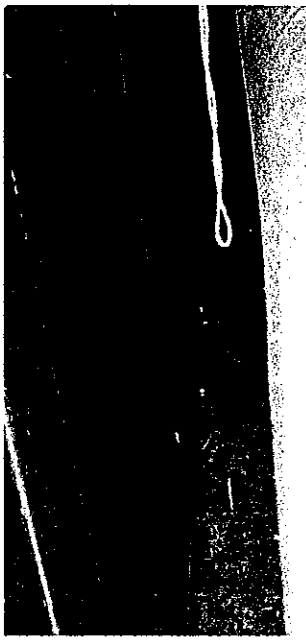



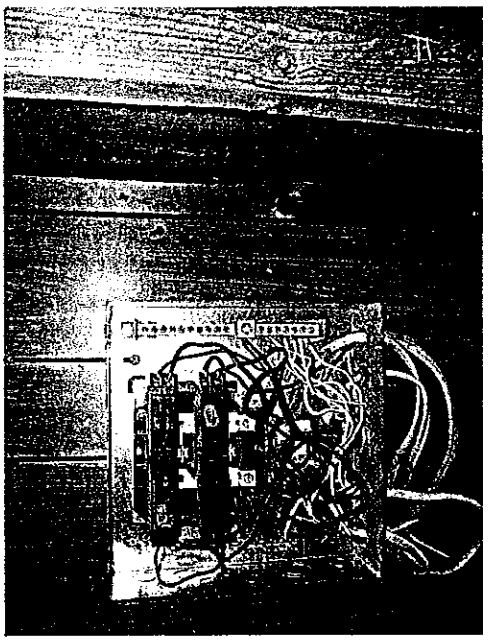



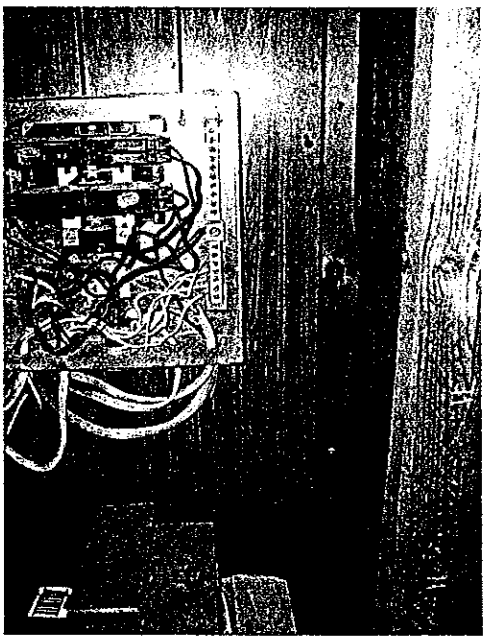




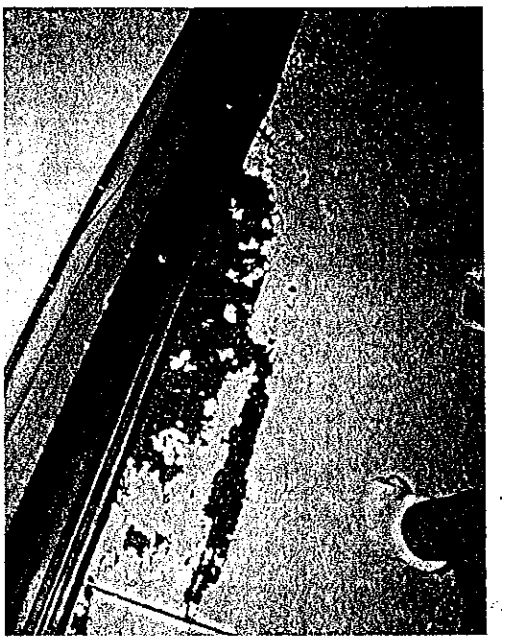


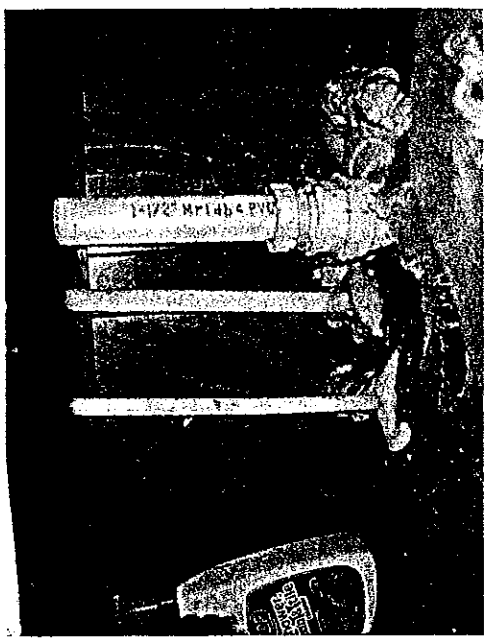


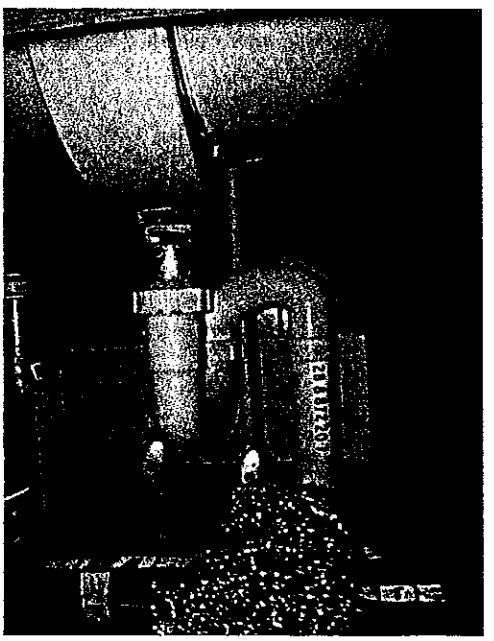


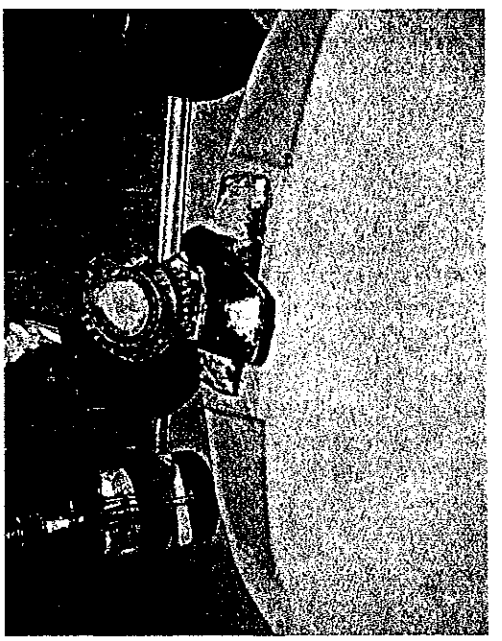


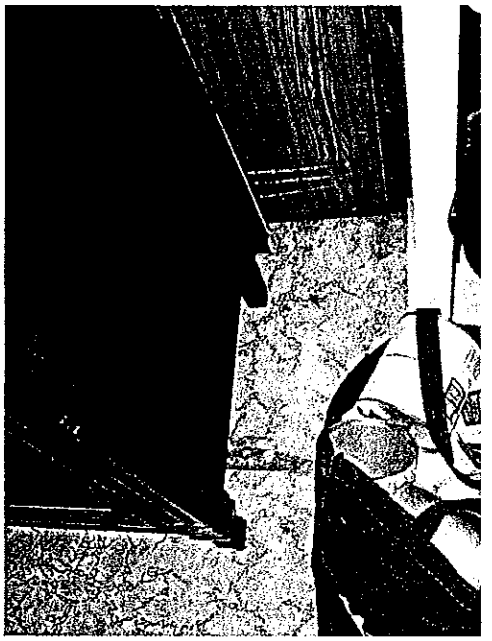
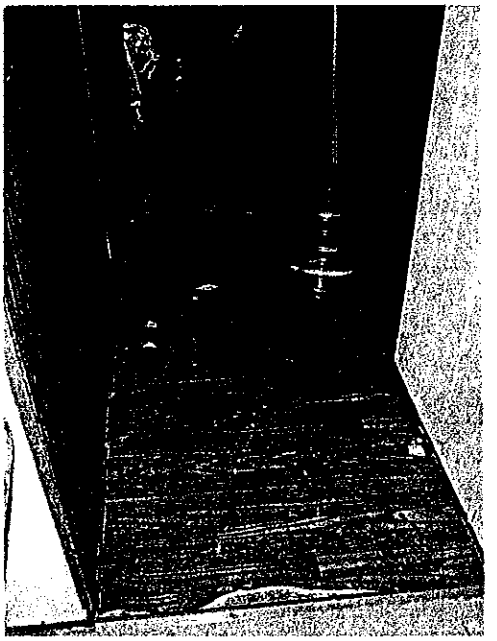
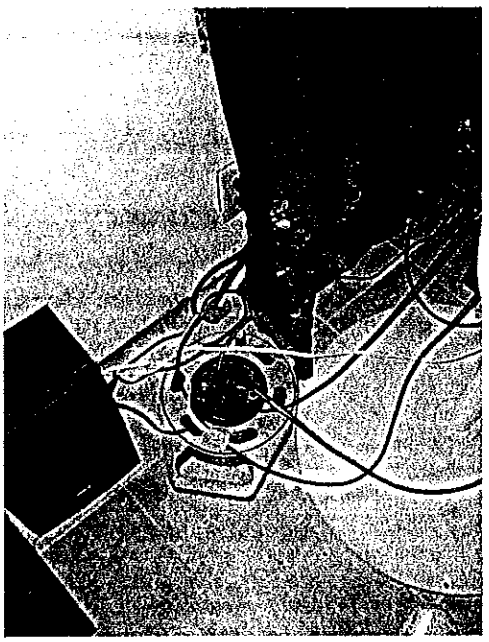
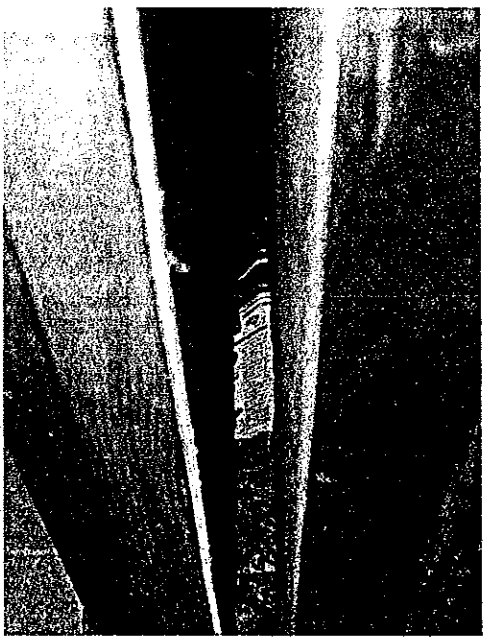
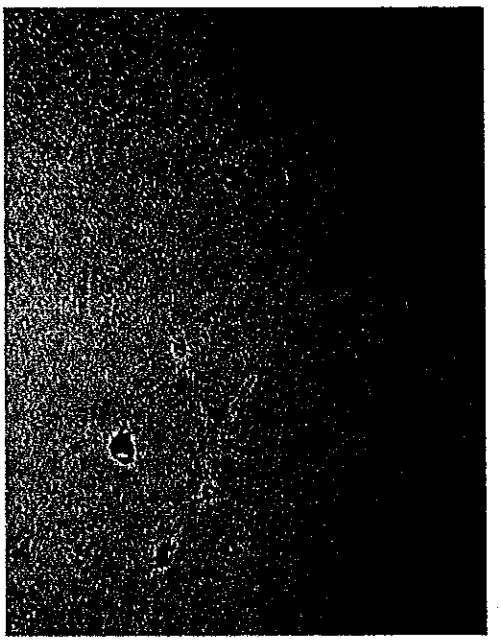
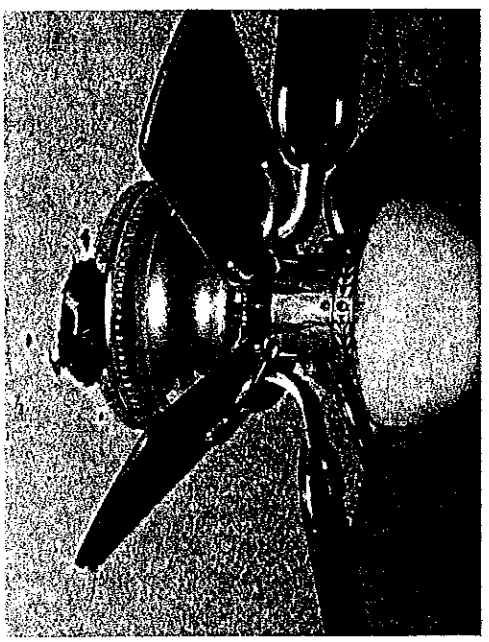
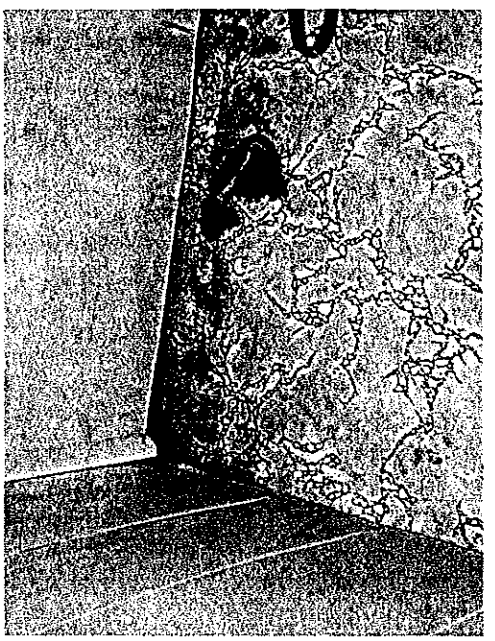
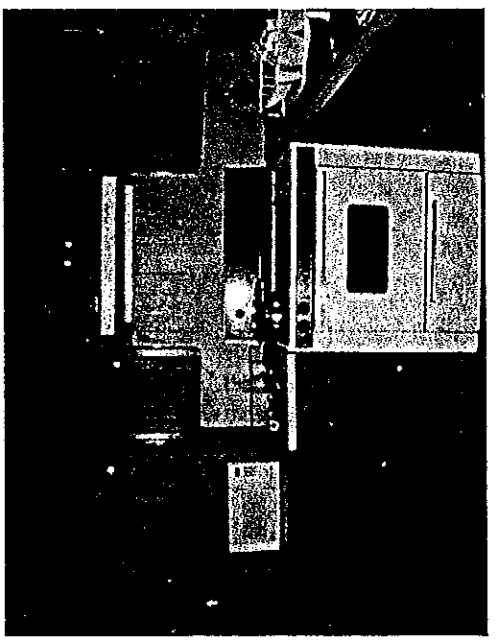


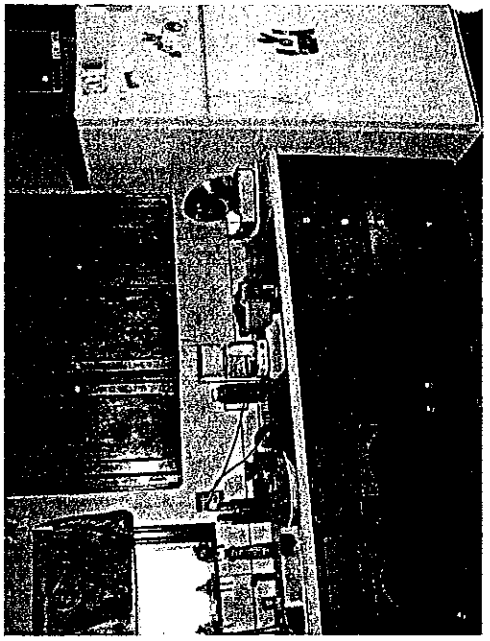
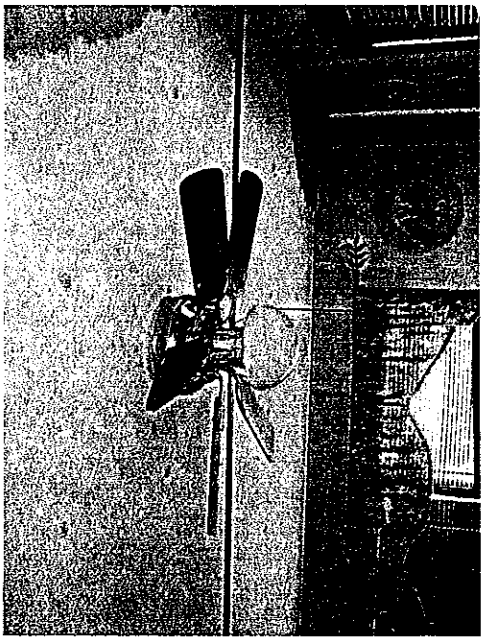
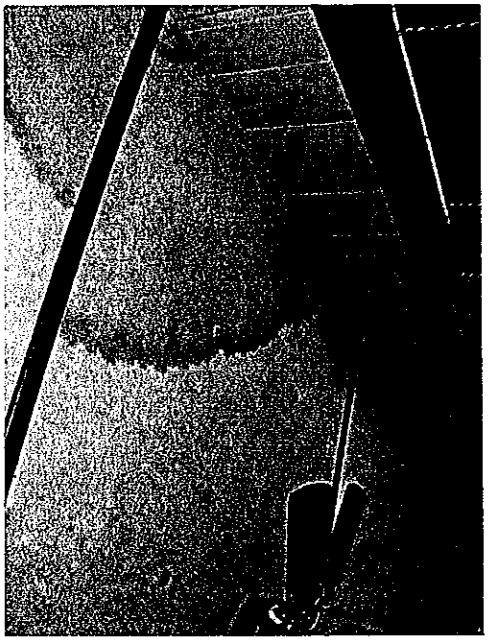
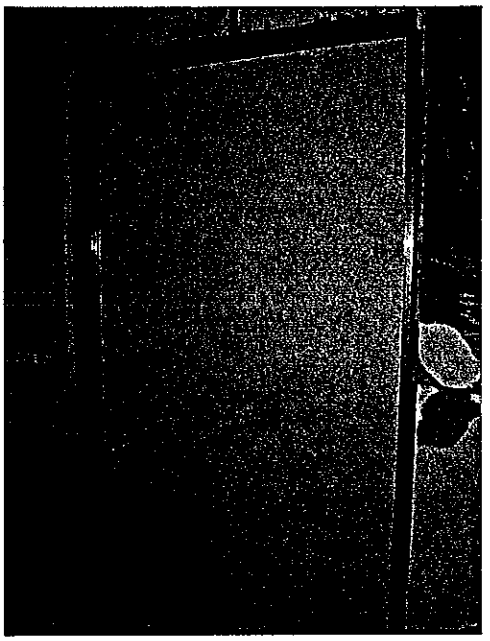
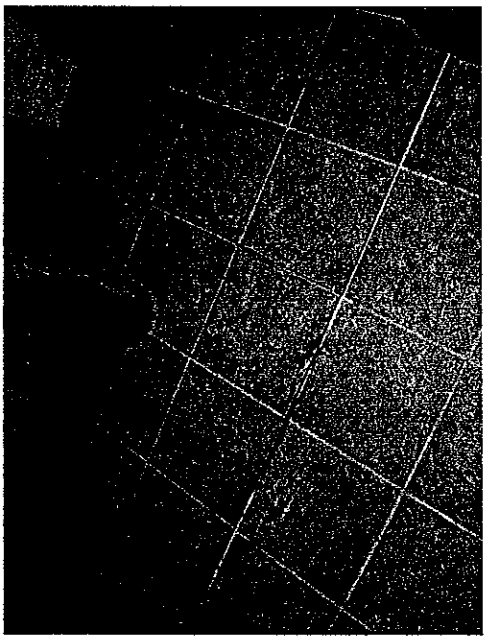
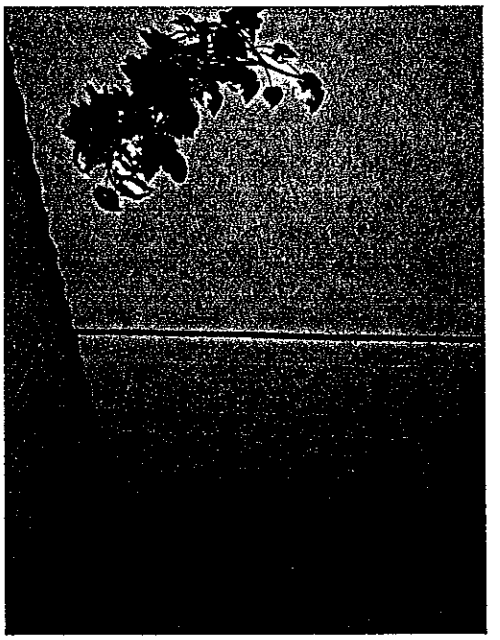
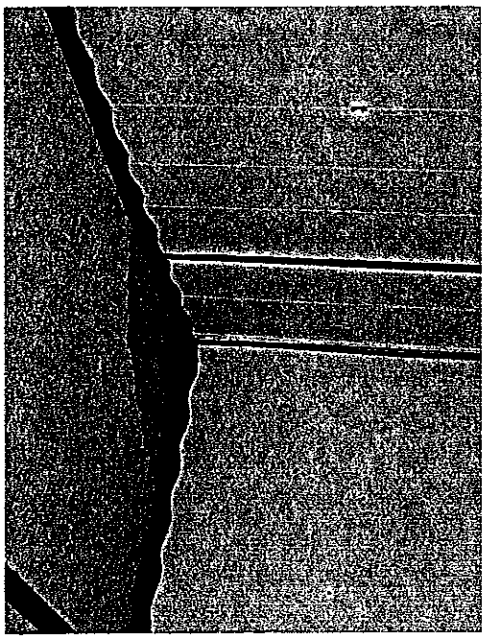


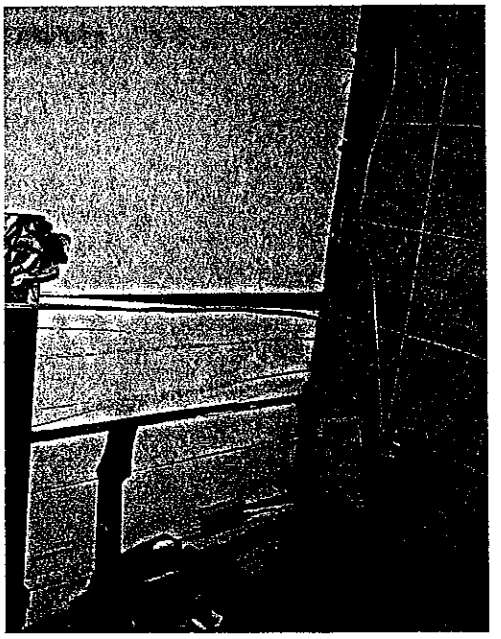

1-1/2" Hot Melt PVC

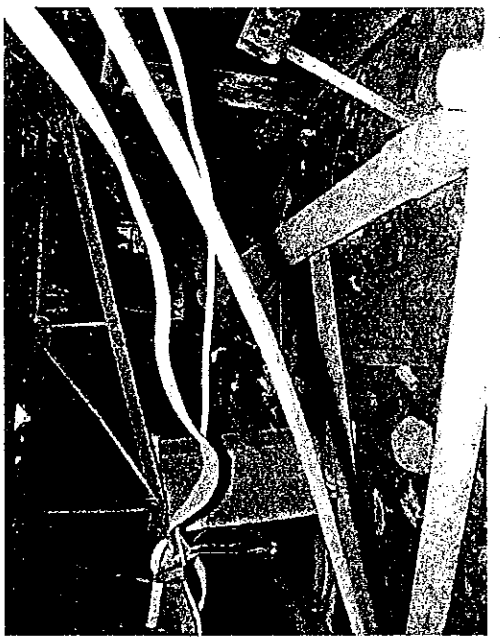




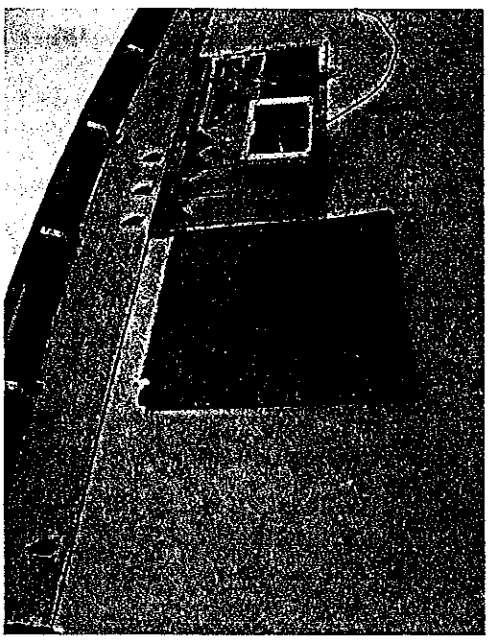










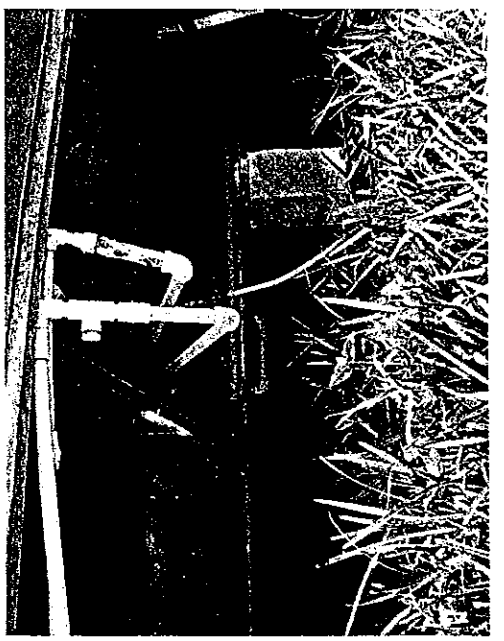


















Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008 & 2006

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since August 2006, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Cresencia & Maria Martinez

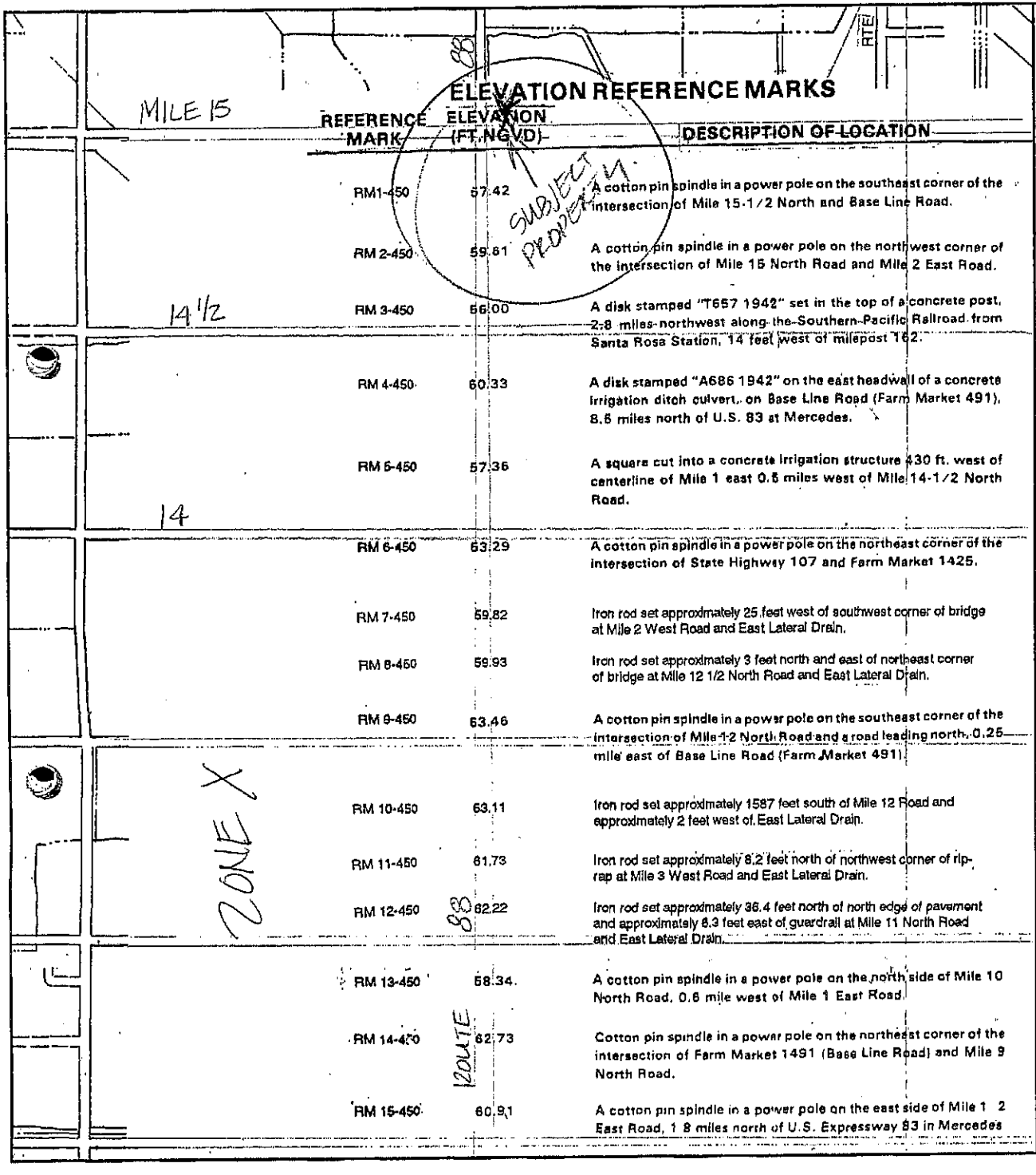
Family of two (2)
Applicant's age is 83 and sister age is 80

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No- Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 15,768.00
HUD Income Limits (family of 2):	$ 27,900.00

Existing Dwelling: 3 bedrooms frame home, built in 1978.

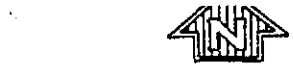
RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.



ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (FT, NGVD)	DESCRIPTION OF LOCATION
RM1-450	57.42	A cotton pin spindle in a power pole on the southeast corner of the intersection of Mile 15-1/2 North and Base Line Road.
RM 2-450	59.61	A cotton pin spindle in a power pole on the northwest corner of the intersection of Mile 15 North Road and Mile 2 East Road.
RM 3-450	56.00	A disk stamped "T657 1942" set in the top of a concrete post, 2.8 miles northwest along the Southern Pacific Railroad from Santa Rosa Station, 14 feet west of milepost 162.
RM 4-450	60.33	A disk stamped "A686 1942" on the east headwall of a concrete irrigation ditch culvert, on Base Line Road (Farm Market 491), 8.6 miles north of U.S. 83 at Mercedes.
RM 5-450	57.36	A square cut into a concrete irrigation structure 430 ft. west of centerline of Mile 1 east 0.6 miles west of Mile 14-1/2 North Road.
RM 6-450	53.29	A cotton pin spindle in a power pole on the northeast corner of the intersection of State Highway 107 and Farm Market 1425.
RM 7-450	59.82	Iron rod set approximately 25 feet west of southwest corner of bridge at Mile 2 West Road and East Lateral Drain.
RM 8-450	59.93	Iron rod set approximately 3 feet north and east of northeast corner of bridge at Mile 12 1/2 North Road and East Lateral Drain.
RM 9-450	63.46	A cotton pin spindle in a power pole on the southeast corner of the intersection of Mile 12 North Road and a road leading north, 0.25 mile east of Base Line Road (Farm Market 491).
RM 10-450	63.11	Iron rod set approximately 1587 feet south of Mile 12 Road and approximately 2 feet west of East Lateral Drain.
RM 11-450	61.73	Iron rod set approximately 8.2 feet north of northwest corner of rip-rap at Mile 3 West Road and East Lateral Drain.
RM 12-450	62.22	Iron rod set approximately 36.4 feet north of north edge of pavement and approximately 6.3 feet east of guardrail at Mile 11 North Road and East Lateral Drain.
RM 13-450	58.34	A cotton pin spindle in a power pole on the north side of Mile 10 North Road, 0.6 mile west of Mile 1 East Road.
RM 14-450	62.73	Cotton pin spindle in a power pole on the northeast corner of the intersection of Farm Market 1491 (Base Line Road) and Mile 9 North Road.
RM 15-450	60.91	A cotton pin spindle in a power pole on the east side of Mile 1 2 East Road, 1 8 miles north of U.S. Expressway 83 in Mercedes



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

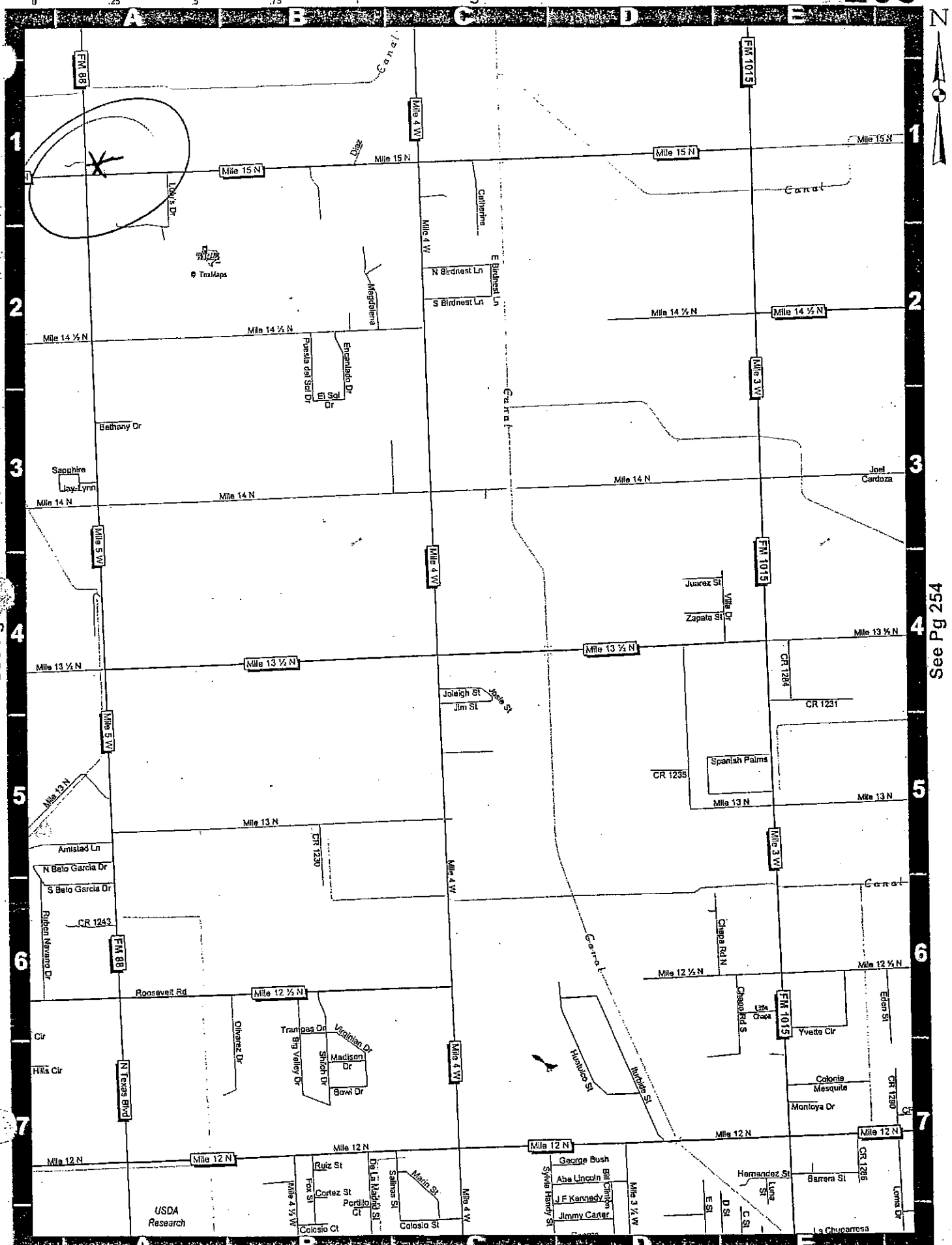
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Print Date: 8/5/2008 (printed at scale and type A)

Scale in miles : 1 inch = .38 miles or 2000 fe.
0 .25 .5 .75 1

See Pg 223

Zoom out Pg 135

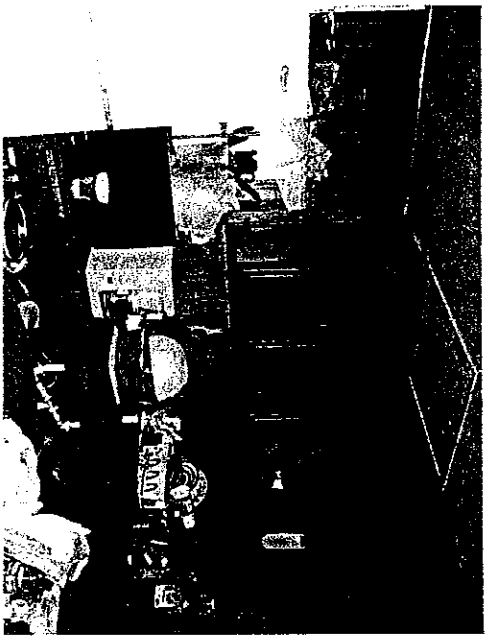
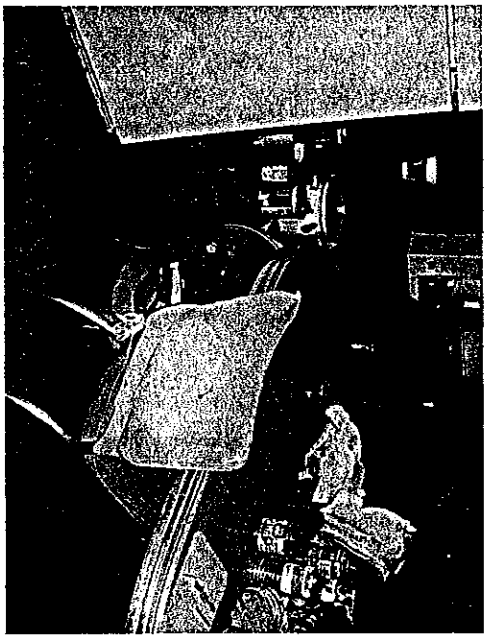
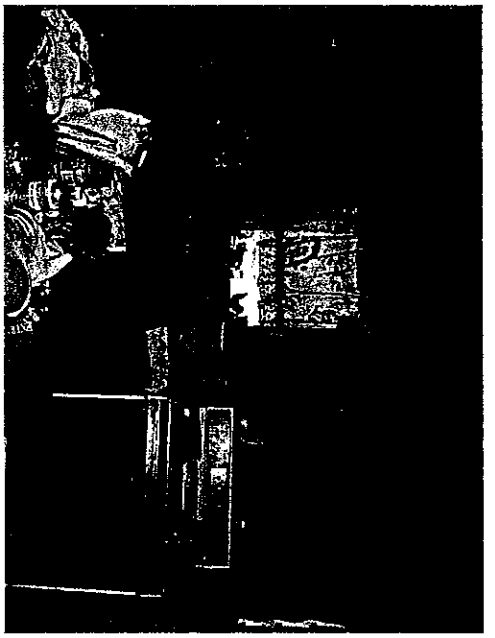


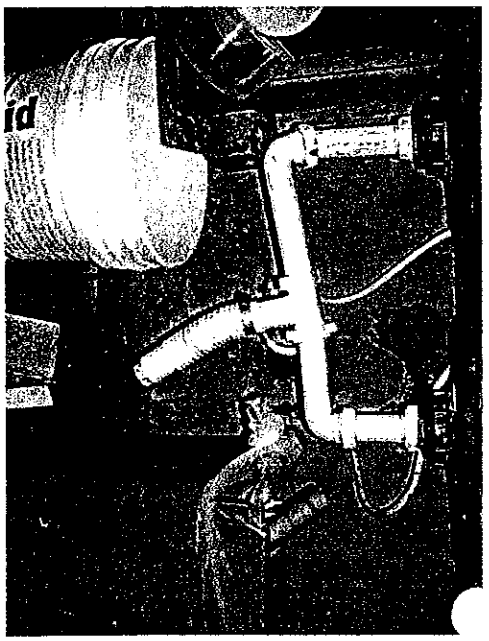
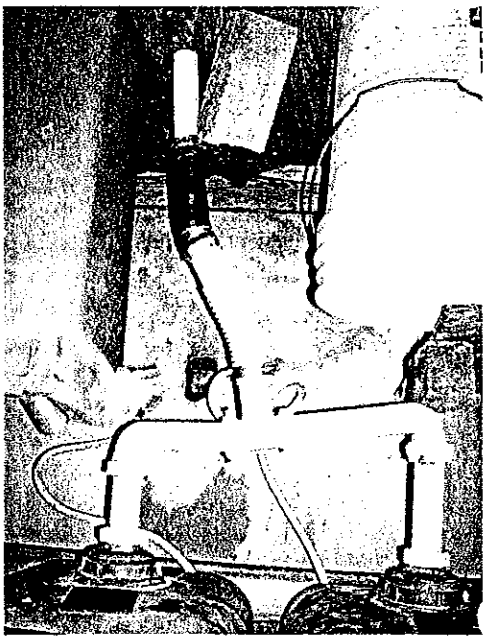
See Pg 254

See Pg 283

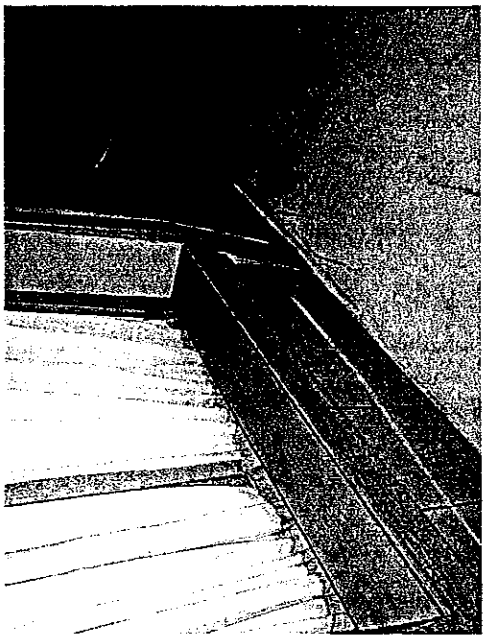
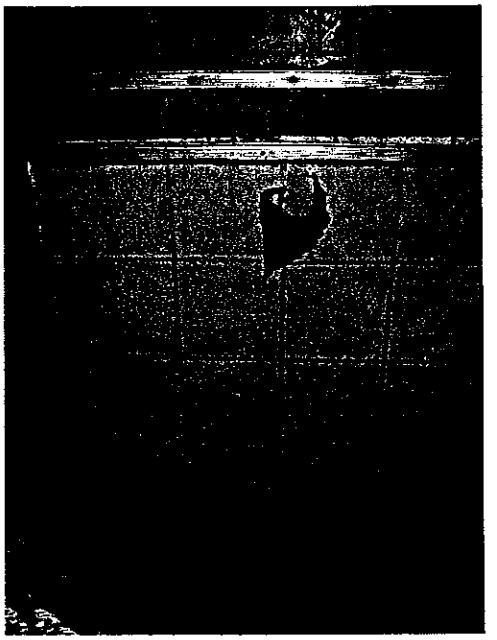
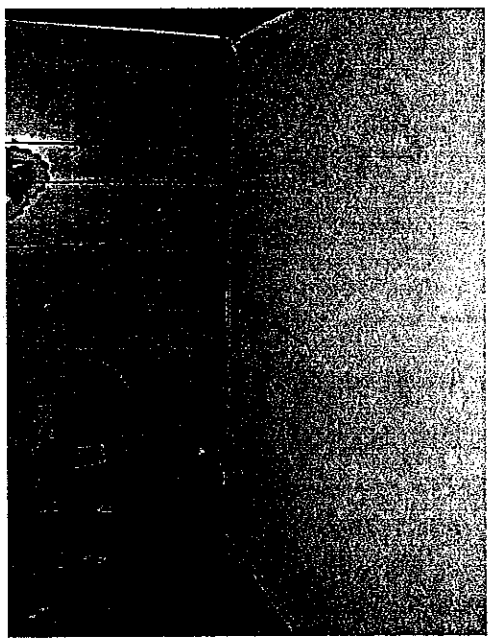
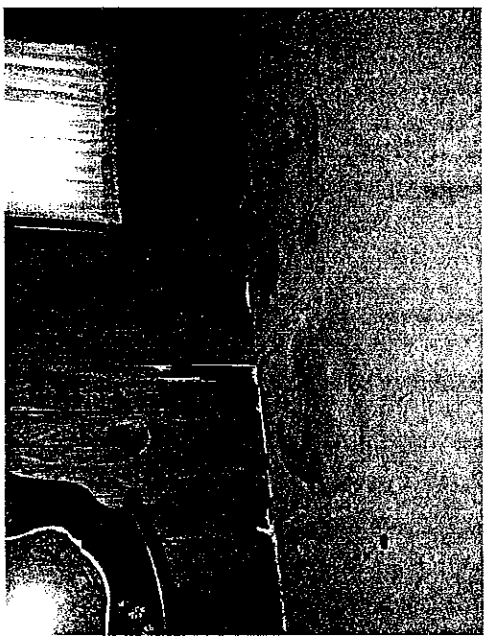
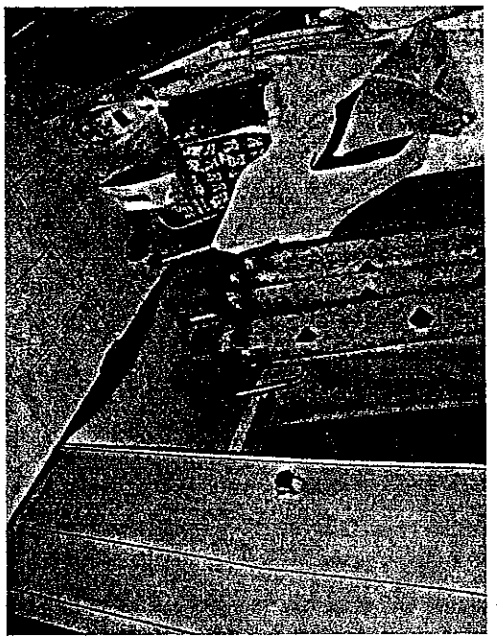
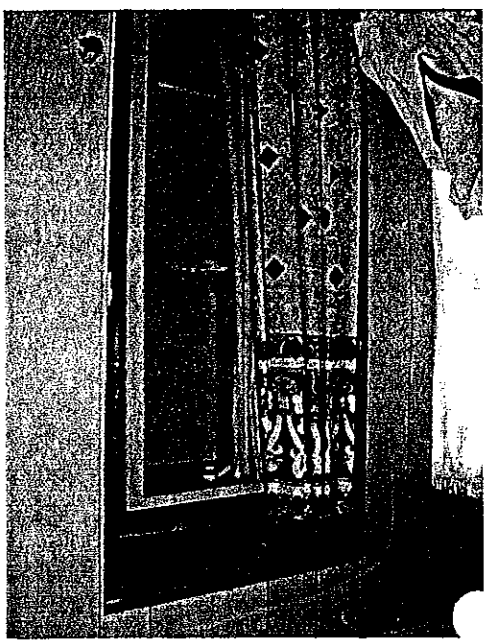
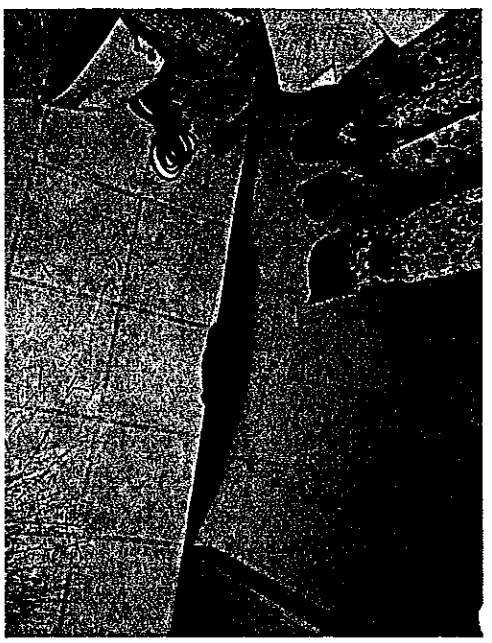
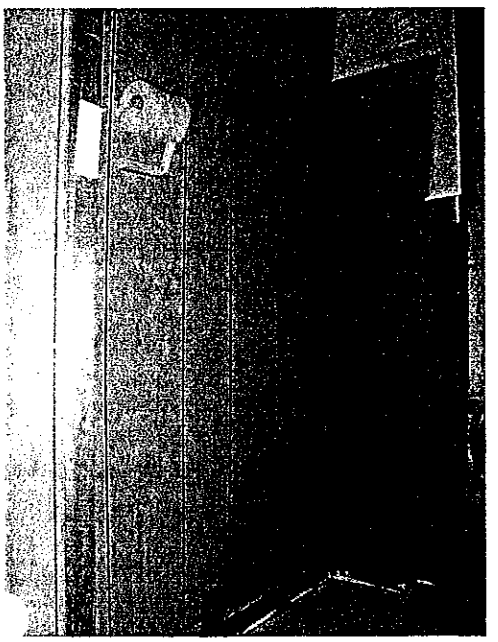
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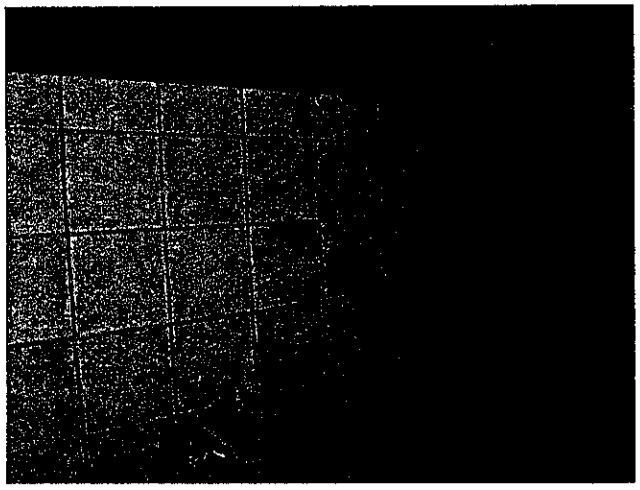
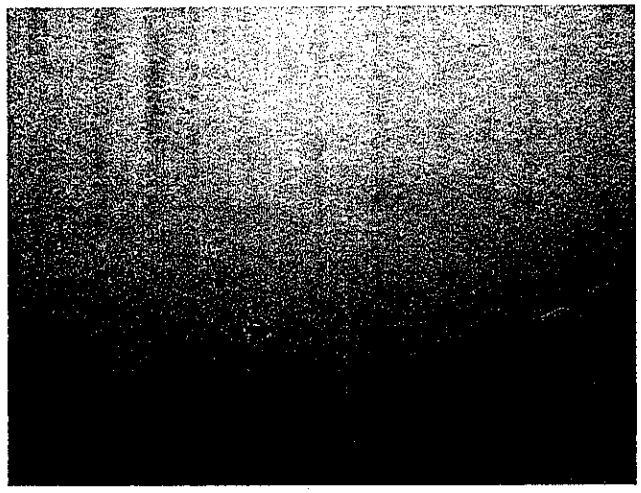
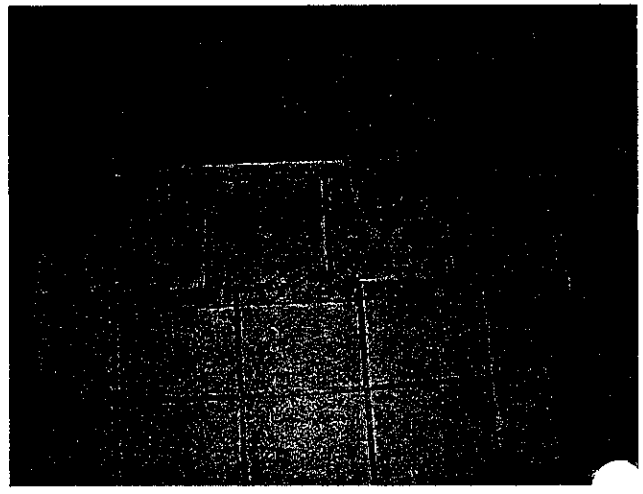
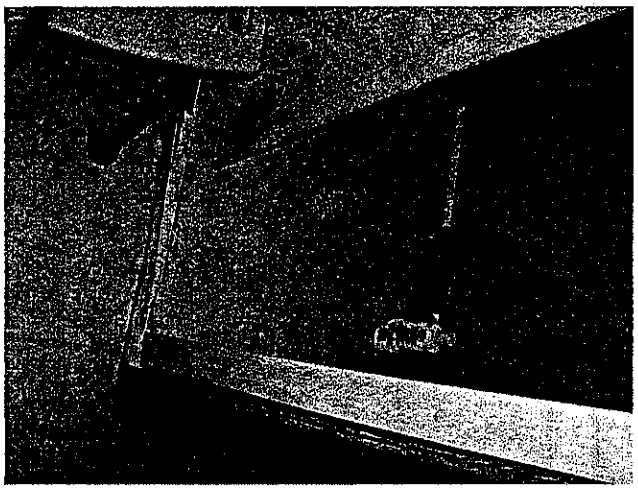
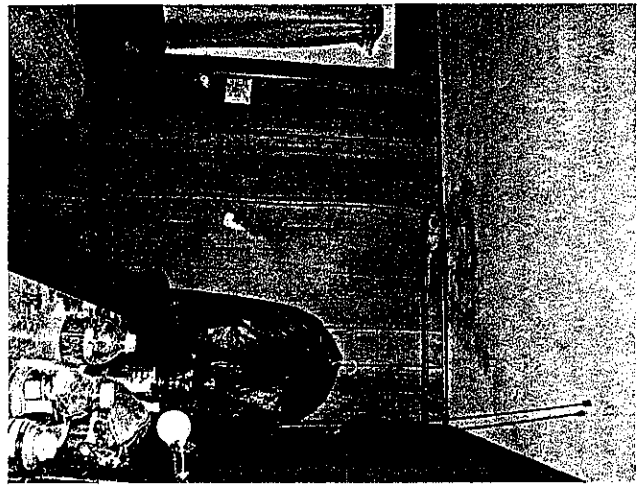
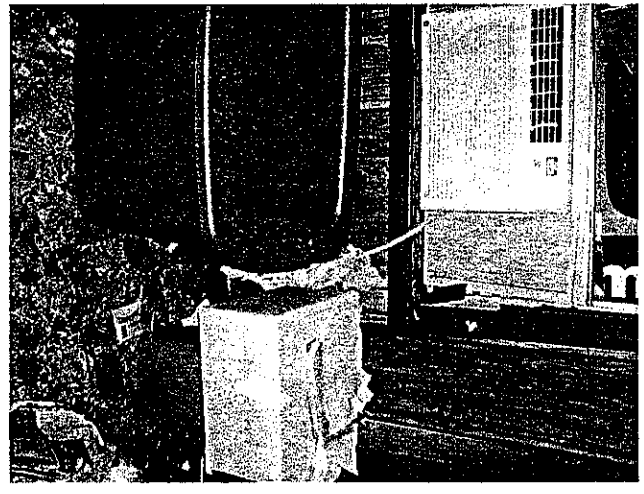
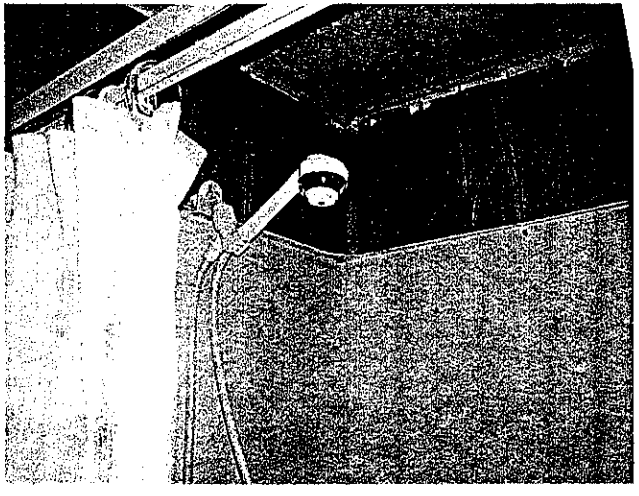


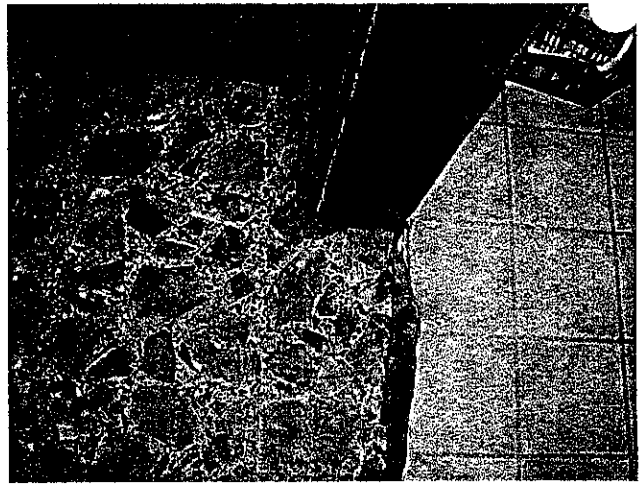




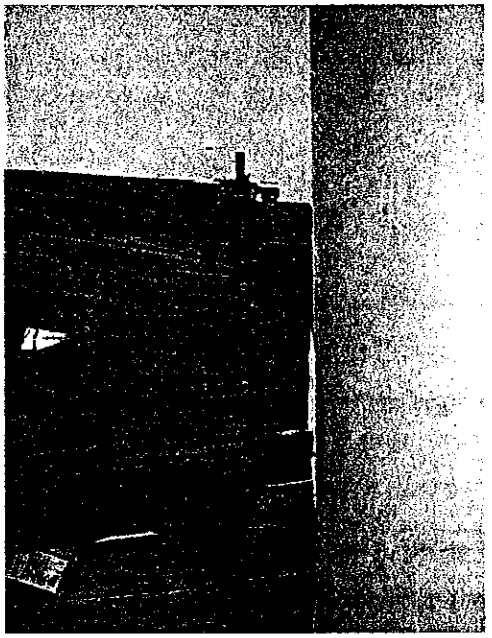
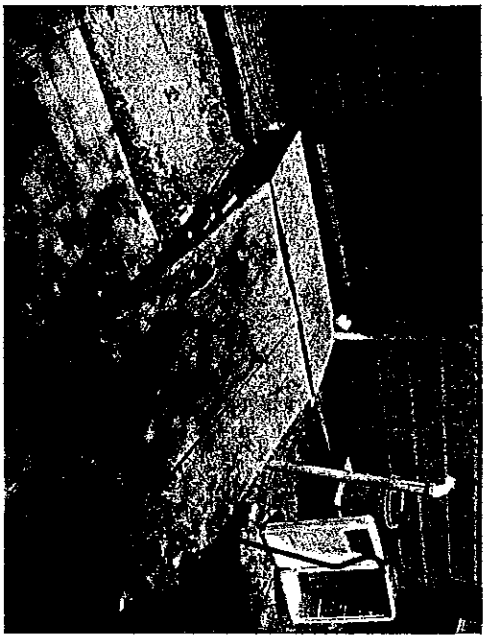



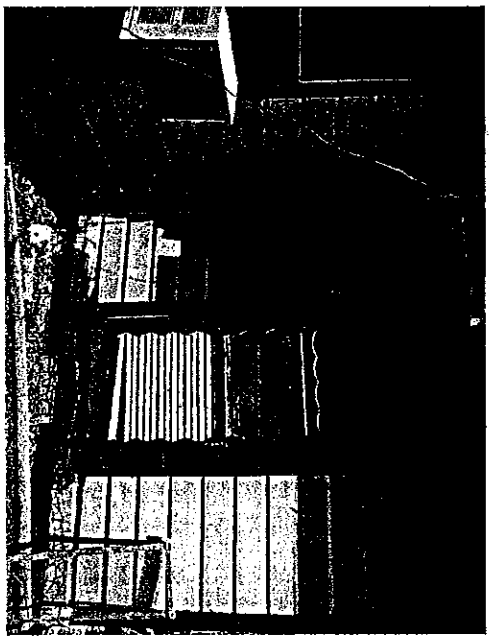


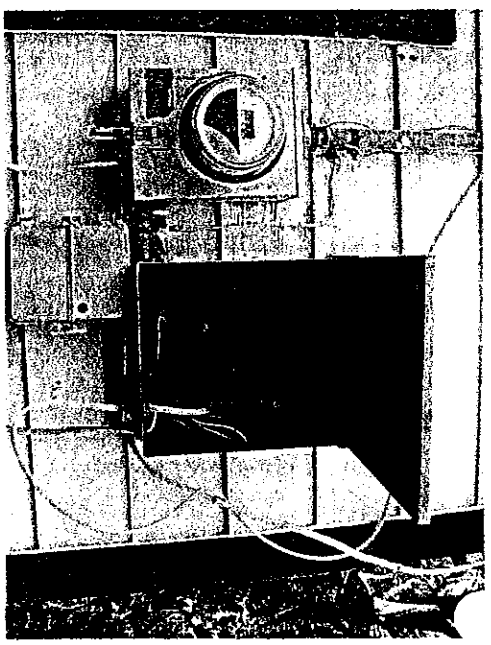
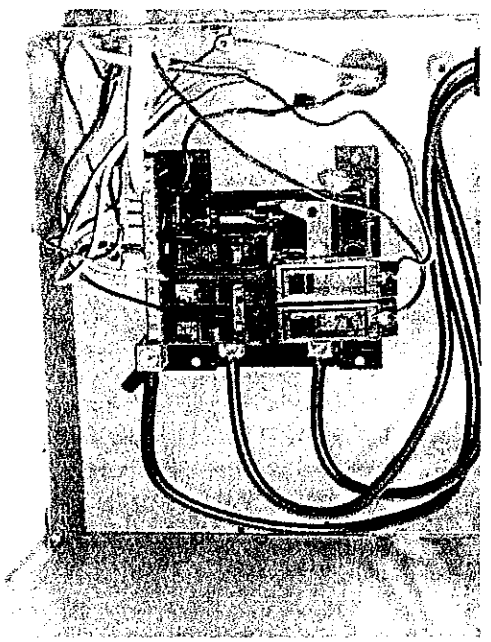
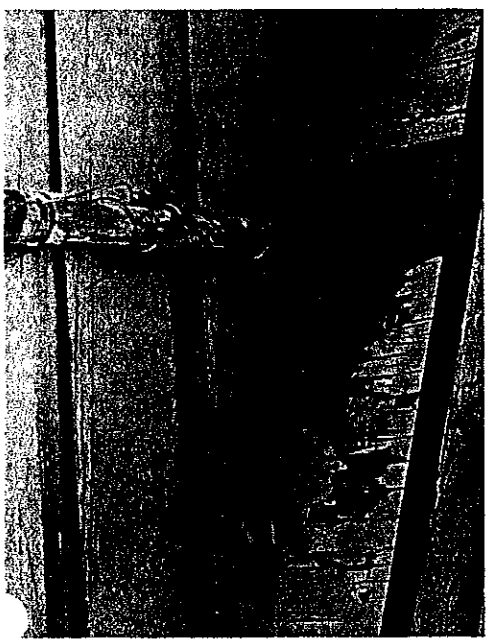









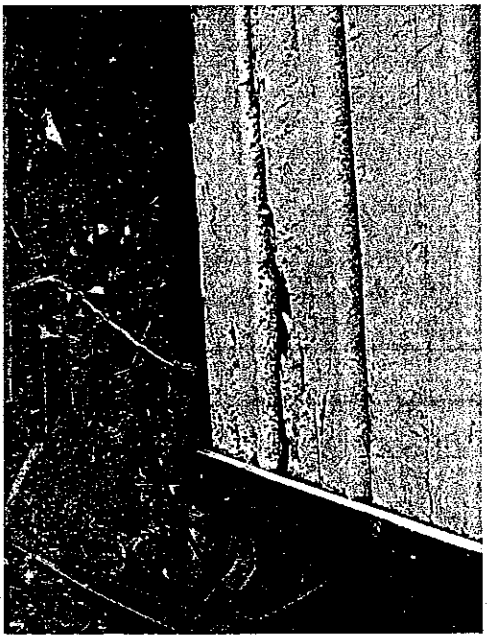
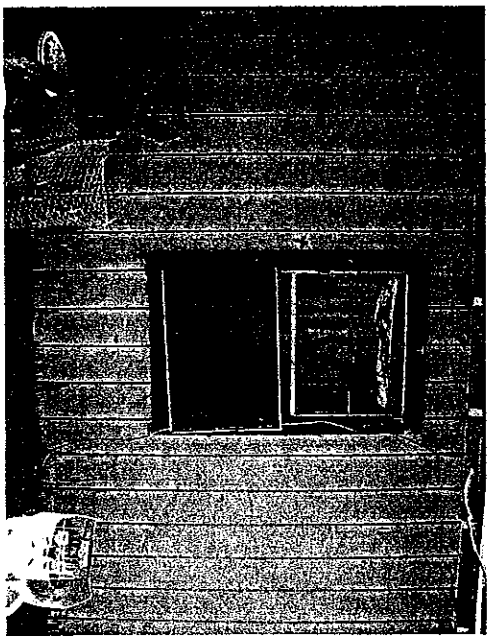
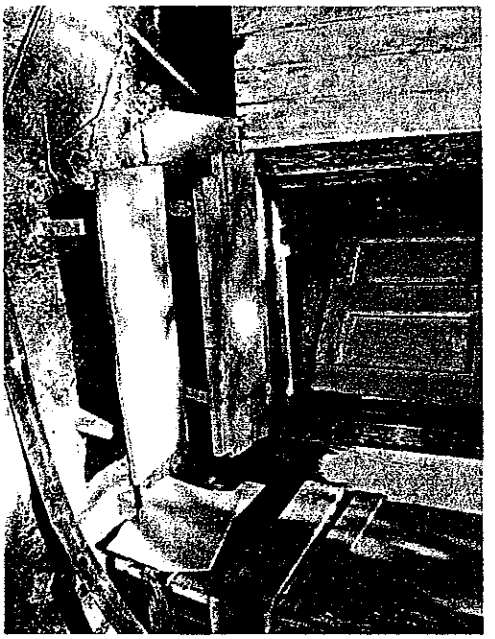
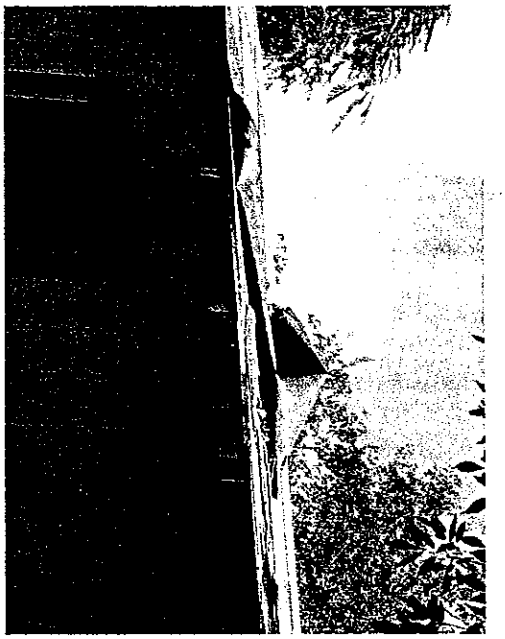
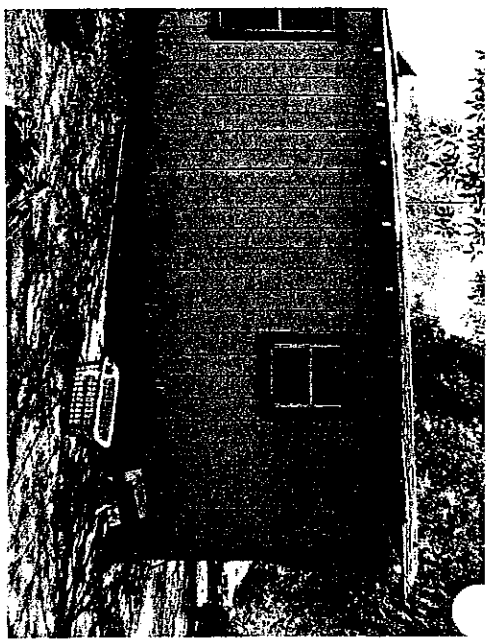
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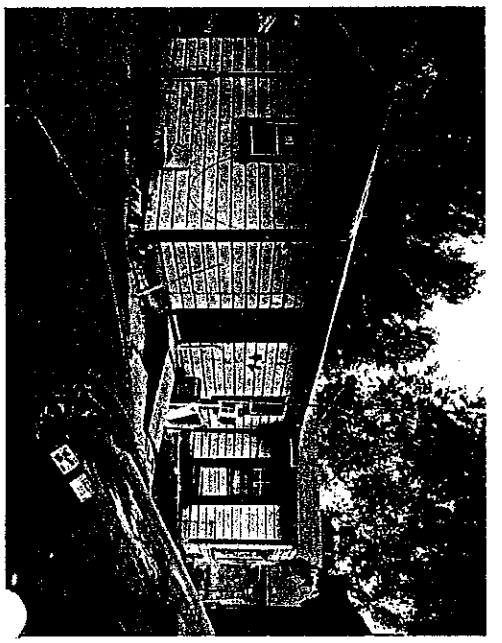



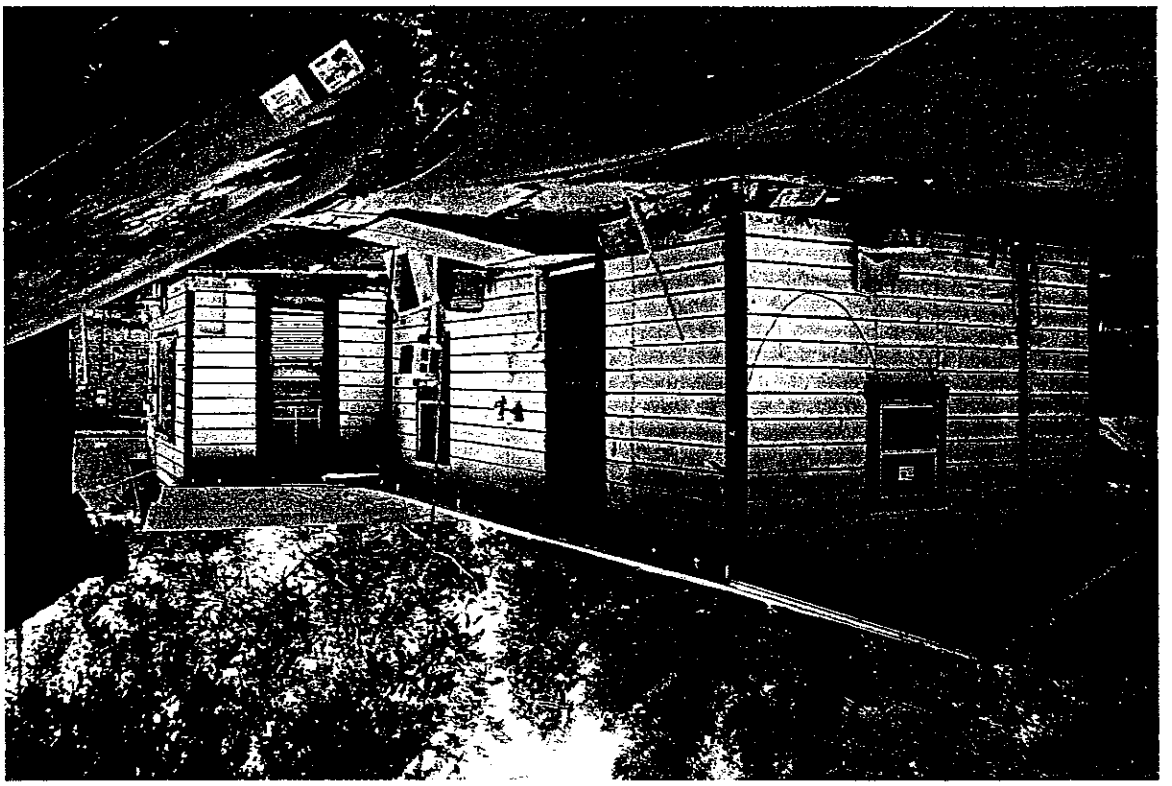


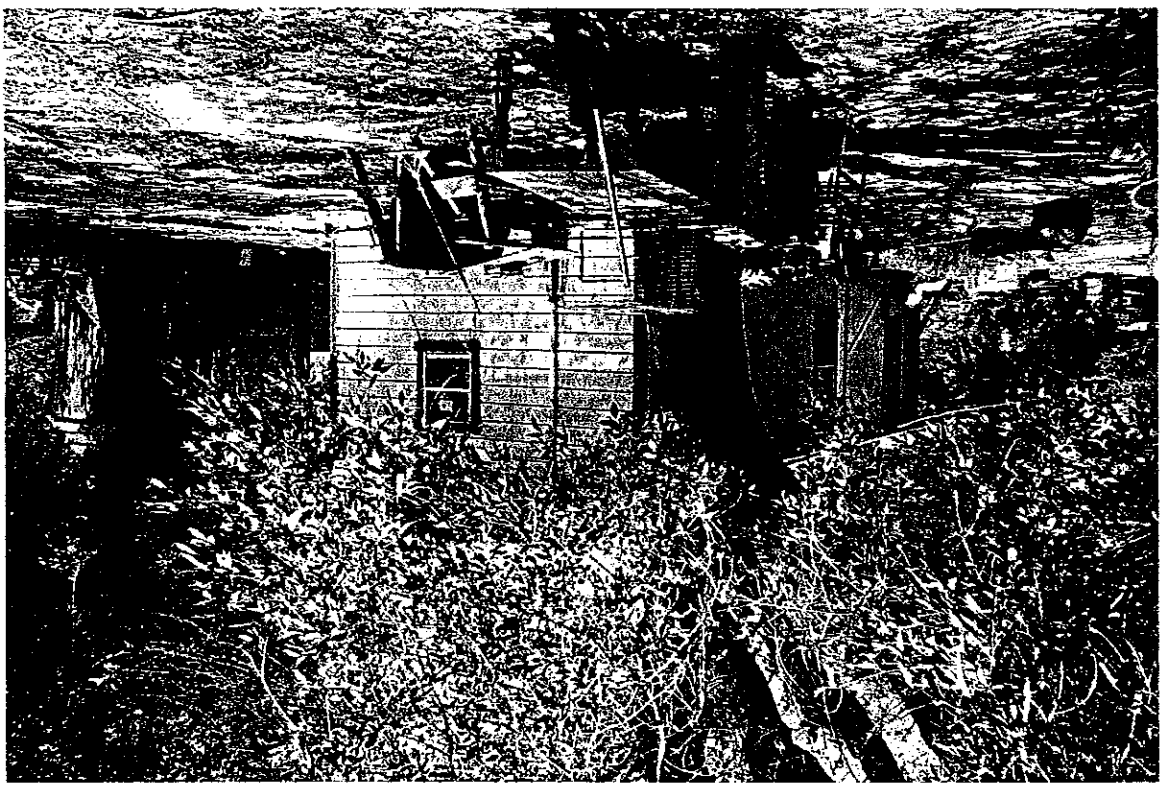













Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2008 & 2006

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since April 2007, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Jose & San Juanita Zuniga

Family of two (2)
Applicant's age is 64 and spouse age is 61

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No – Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 23,601.60
HUD Income Limits (family of 2):	$ 29,200.00

Existing Dwelling: 1 bedrooms frame home, built in 1990.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Jose Zuniga





APPROXIMATE SCALE

800 0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

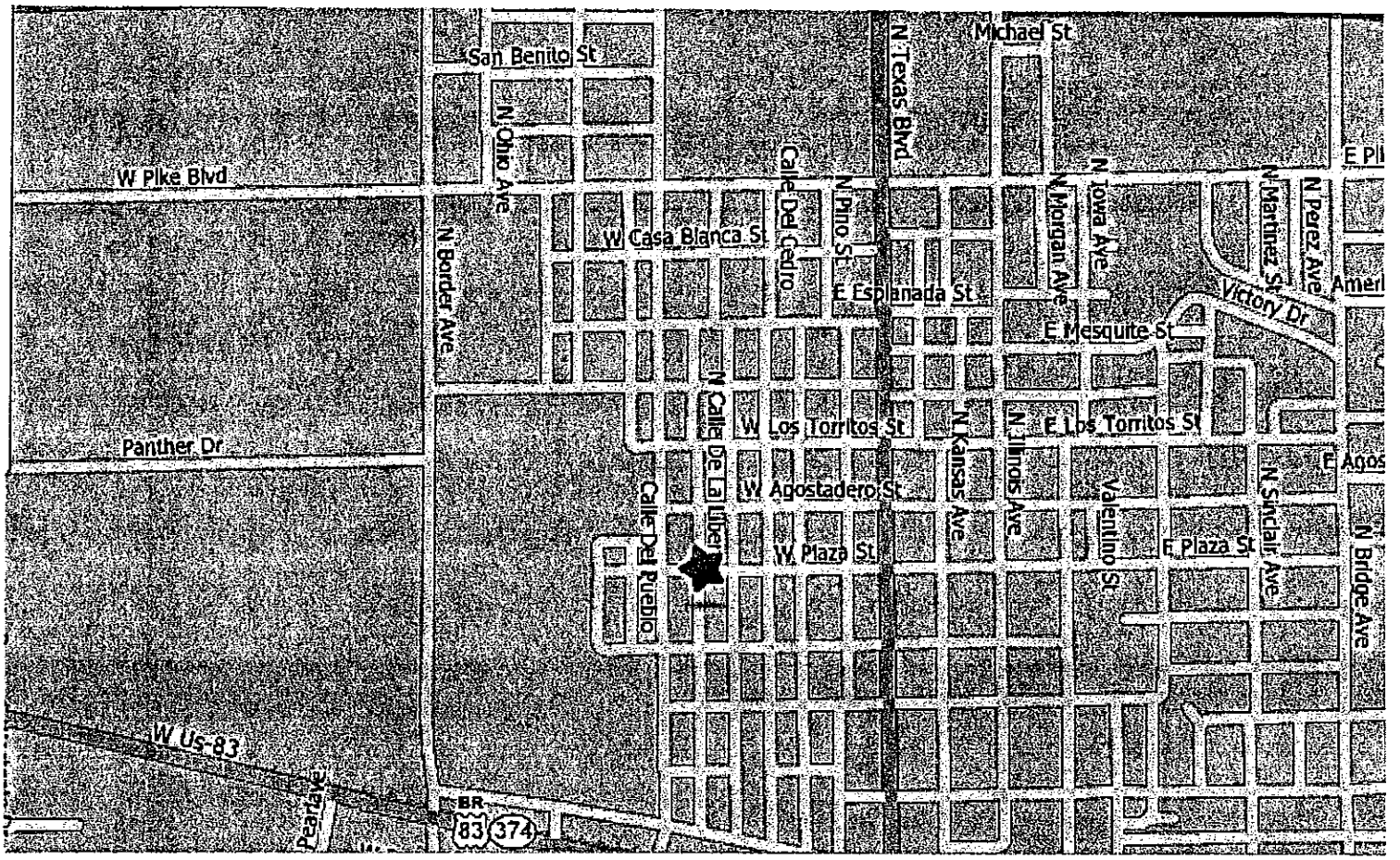
EFFECTIVE DATE:
MARCH 4, 1980

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

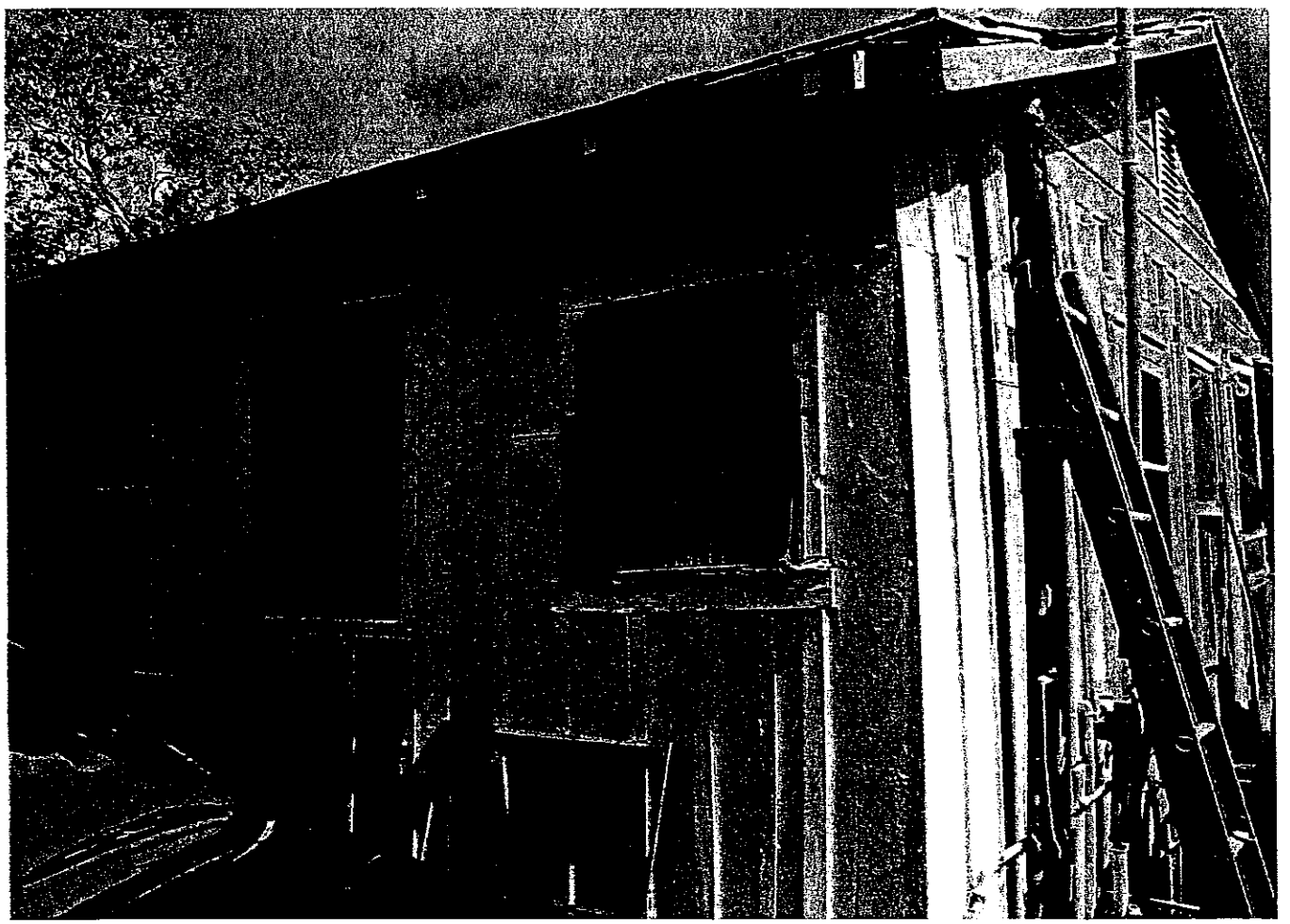
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Version 1.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Futher information about National Flood Insurance Program flood hazard maps is available at www.fema.gov/mit/tsd.

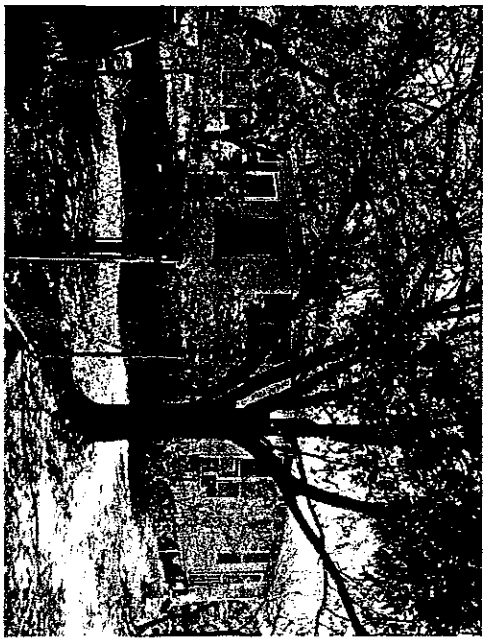
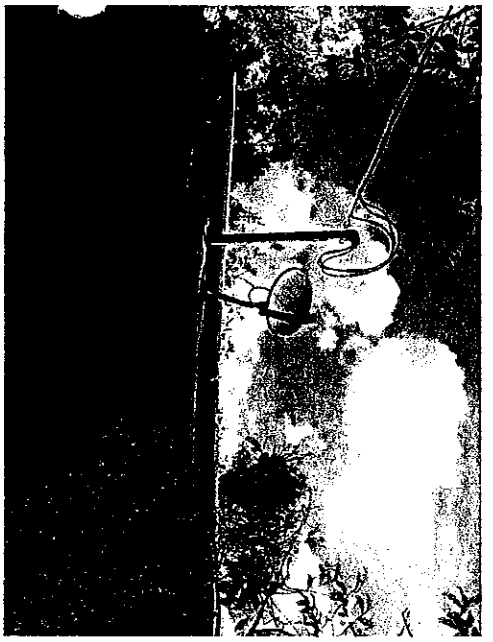
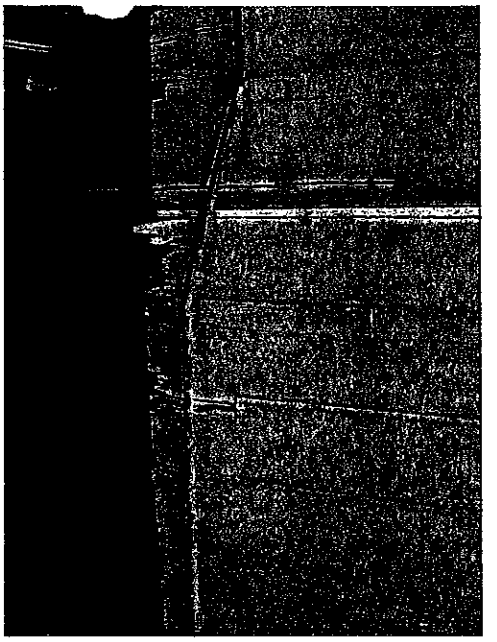
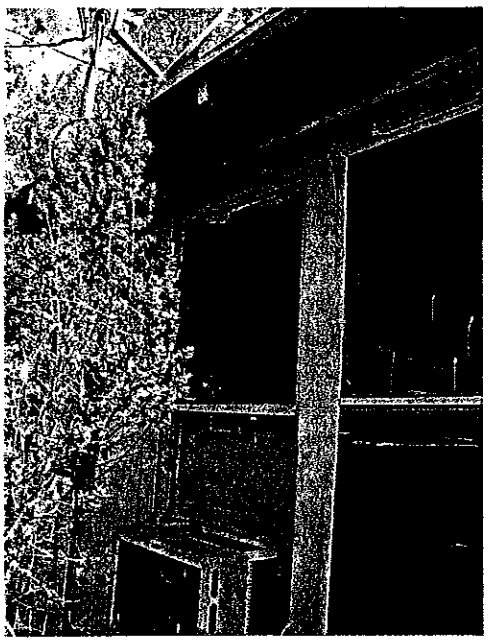
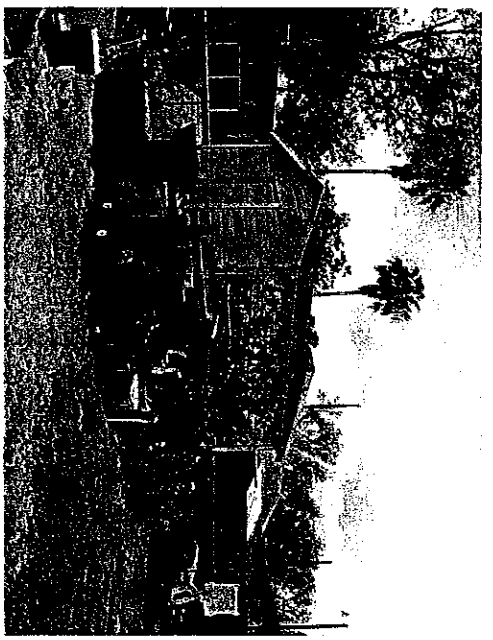
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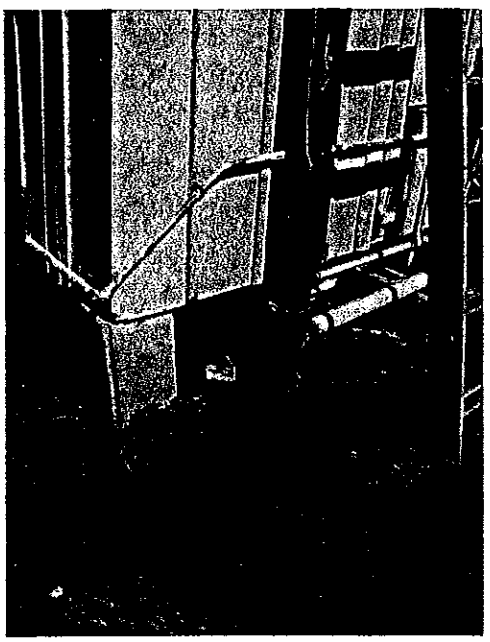
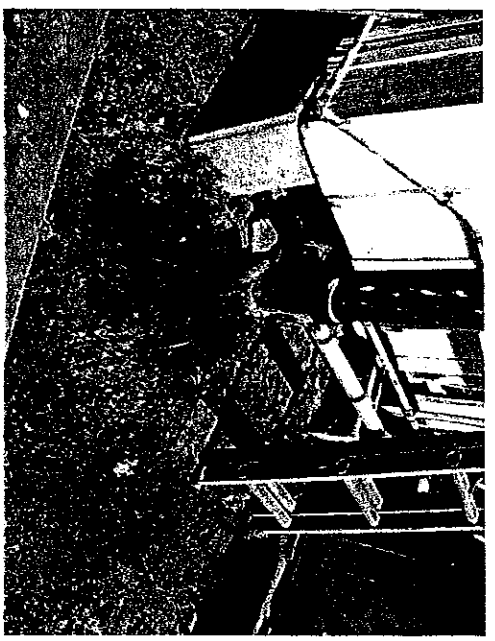
Jose & San Juanita Luna 309 N. Liberty – Weslaco, TX. 969-0610

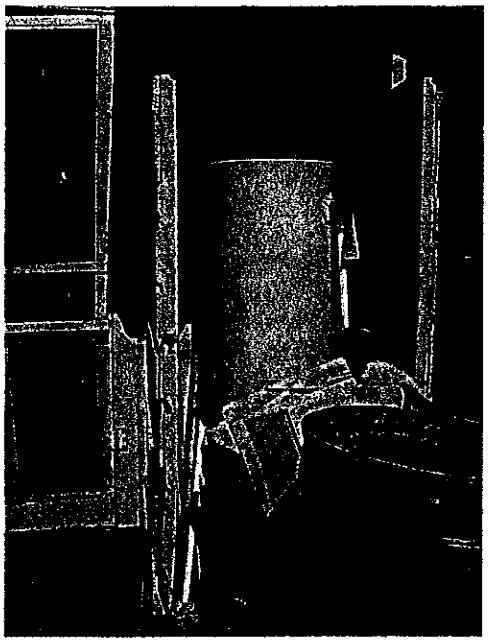
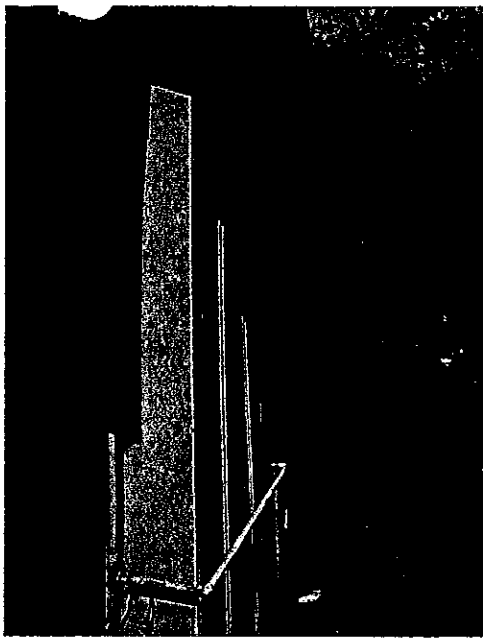


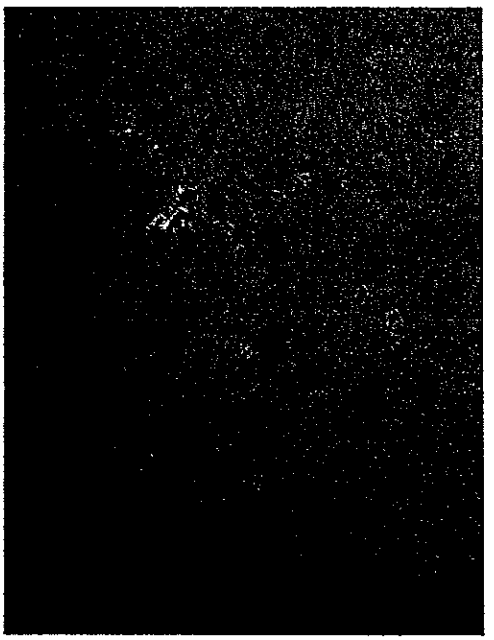
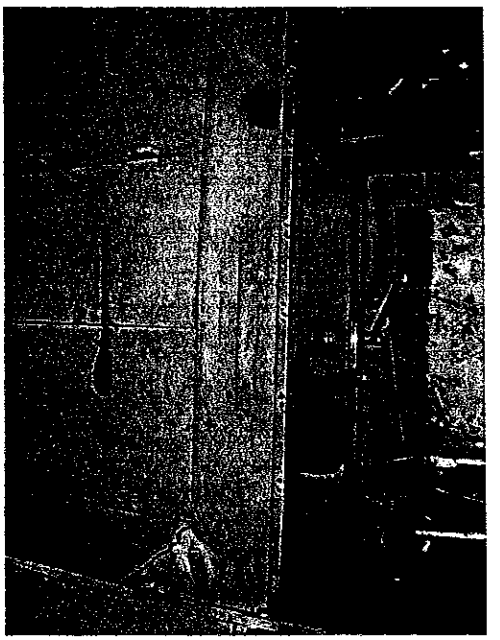
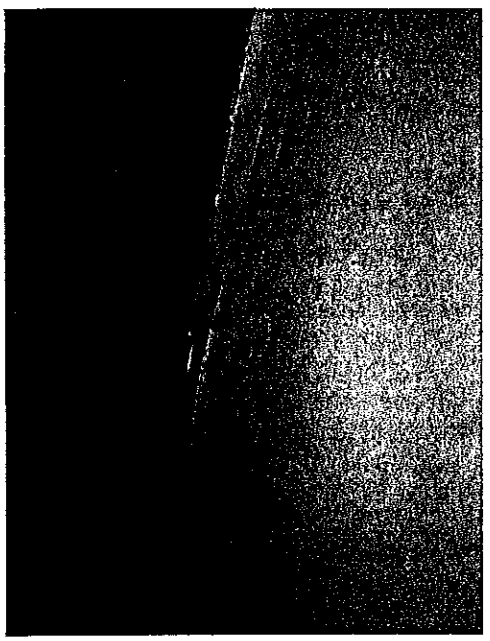
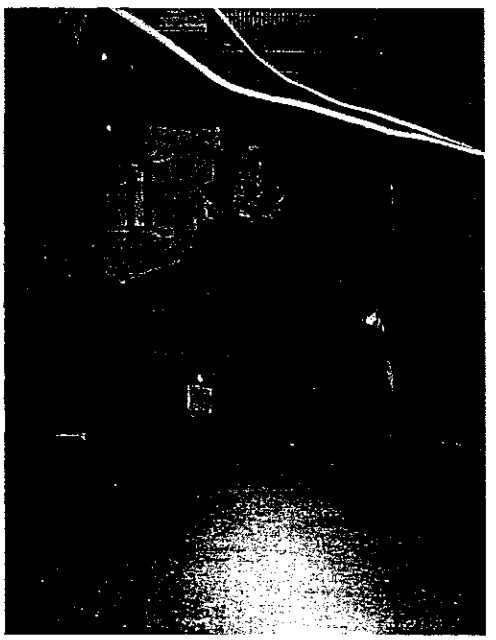
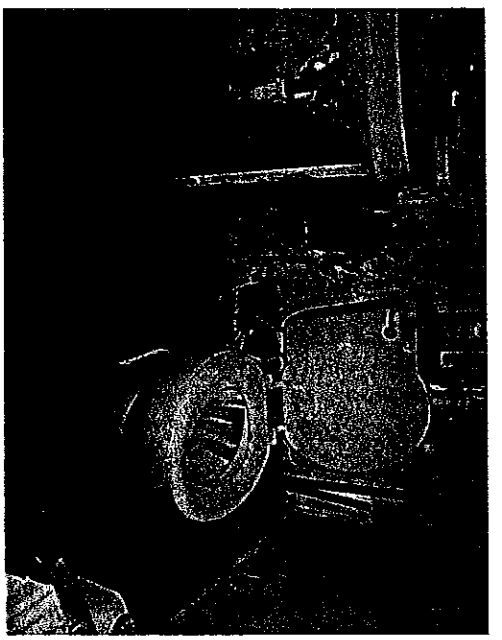


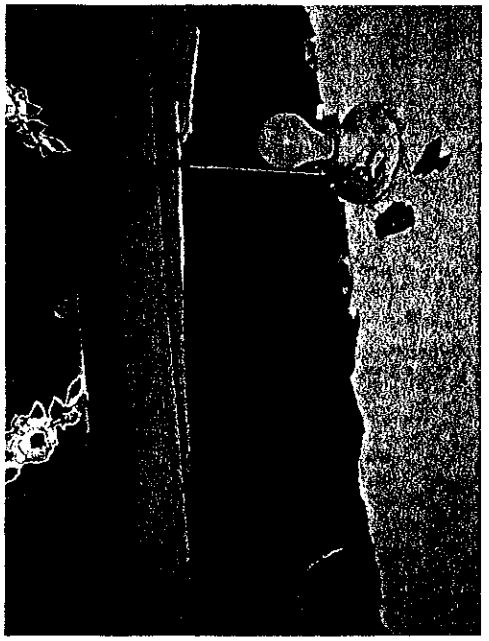


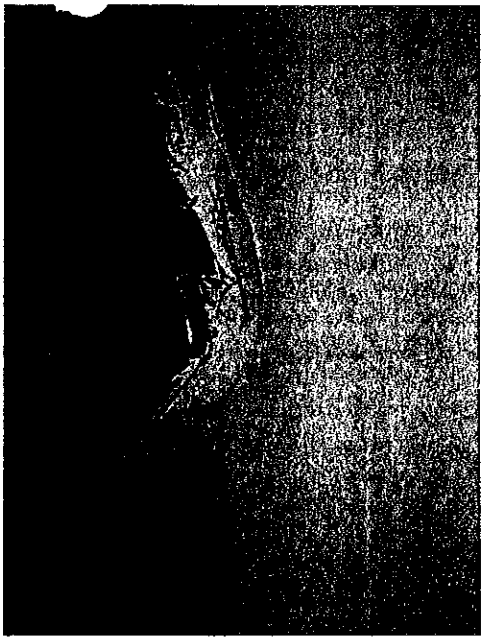






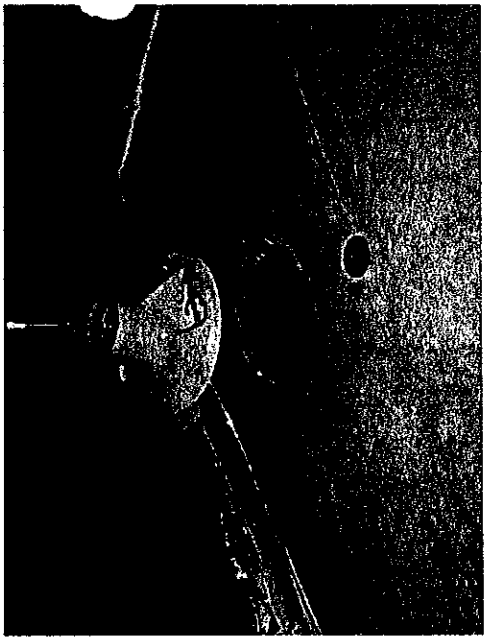



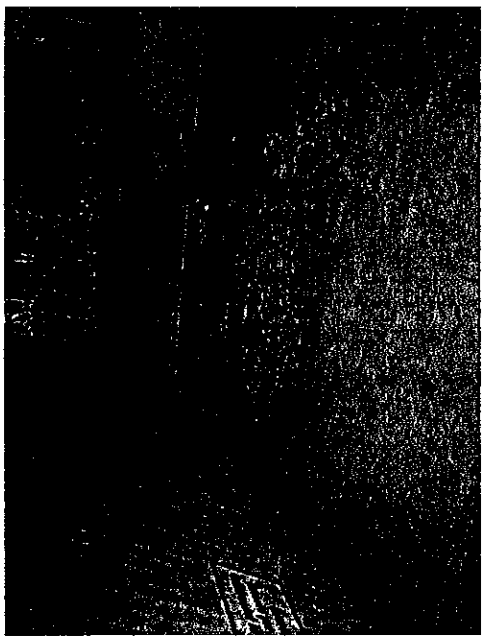












AI-16346 **8.A.**

Monthly Collection Reports

CC CONSENT

Date: 07/14/2009
Submitted By: Becky Morales, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Approval of monthly collection reports for the following office(s)/department(s):

Office	Fees & Costs	Month
Anzalduas Park	$11,424.00	April 2009
Anzalduas Park	$3,600.00	May 2009
Constable Avila	$697.20	January 2009
Constable Avila	$720.00	February 2009
Constable Avila	$998.40	March 2009
Constable Avila	$1,676.40	April 2009
Constable Alaniz	$290.00	January 2009
Constable Alaniz	$350.00	February 2009
Constable Alaniz	$510.00	March 2009
Constable Alaniz	$540.00	April 2009
Constable Gallardo	$1,725.00	January 2009
Constable Gallardo	$1,270.00	February 2009
Constable Gallardo	$2,155.00	March 2009
Constable Gallardo	$2,285.00	April 2009
Constable Marichalar	$630.00	January 2009
Constable Marichalar	$170.00	February 2009
Constable Marichalar	$290.00	March 2009
Constable Marichalar	$690.00	April 2009
Delta Lake	$3,688.00	April 2009
Delta Lake	$1,442.00	May 2009
Fire Marshal	$8,051.40	April 2009
Fire Marshal	$4,070.00	May 2009
Tax Assessor/Collector	$3,474,396.94	May 2009

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No funding required; no fiscal impact.

Attachments

Link: mthly coll rpt

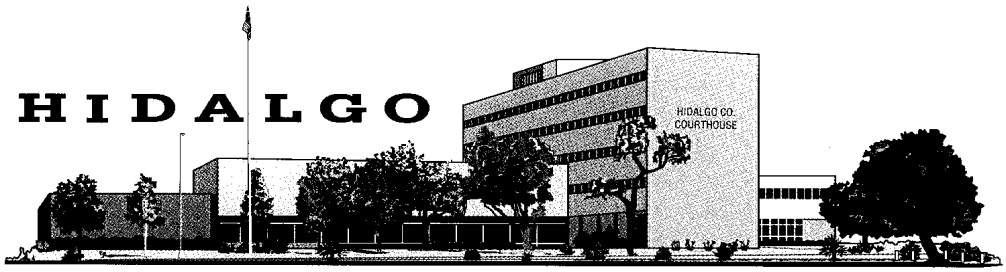
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/06/2009 08:17 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/06/2009 09:06 AM	APRV
3	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Becky Morales Started On: 07/03/2009 06:39 AM

Final Approval Date: 07/10/2009

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 2, 2009

The Honorable Juan D. Salinas, III
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Salinas:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
Anzalduas Park	$ 11,424.00	April 2009
Anzalduas Park	$ 3,600.00	May 2009
Constable Avila	$ 697.20	January 2009
Constable Avila	$ 720.00	February 2009
Constable Avila	$ 998.40	March 2009
Constable Avila	$ 1,676.40	April 2009
Constable Alaniz	$ 290.00	January 2009
Constable Alaniz	$ 350.00	February 2009
Constable Alaniz	$ 510.00	March 2009
Constable Alaniz	$ 540.00	April 2009
Constable Gallardo	$ 1,725.00	January 2009
Constable Gallardo	$ 1,270.00	February 2009
Constable Gallardo	$ 2,155.00	March 2009
Constable Gallardo	$ 2,285.00	April 2009
Constable Marichalar	$ 630.00	January 2009
Constable Marichalar	$ 170.00	February 2009
Constable Marichalar	$ 290.00	March 2009
Constable Marichalar	$ 690.00	April 2009
Delta Lake	$ 3,688.00	April 2009
Delta Lake	$ 1,442.00	May 2009
Fire Marshal	$ 8,051.40	April 2009
Fire Marshal	$ 4,070.00	May 2009
Tax Assessor/Collector	$ 3,474,396.94	May 2009

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

RECEIVED
MAY - 1 2009
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
April 30, 2009

PBA

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER	
1	4/1/2009					$			231	
2	4/2/2009								231	
3	4/3/2009								231	
4	4/4/2009 ①	336223	336385	163	$ 652.00	$ 652.00	4/4/09	127639	231	00358
5	4/5/2009 ②	336386	336604	219	$ 876.00	$ 876.00	4/5/09	127640	231	00359
6	4/6/2009								231	
7	4/7/2009				$	$			231	
8	4/8/2009				$	$			231	
9	4/9/2009								231	
10	4/10/2009								231	
11	4/11/2009 ③	336605	336880	276	$ 1,104.00	$ 1,104.00	4/11/09	127762	231	00360
12	4/12/2009 ④	336881	338656	1776	$ 7104.00	$ 7,104.00	4/12/09	127763	231	00361
13	4/13/2009								231	
14	4/14/2009				$	$			231	
15	4/15/2009				$	$			231	
16	4/16/2009								231	
17	4/17/2009								231	
18	4/18/2009 ⑥	338657	338718	62	$ 248.00	$ 248.00	4/18/09	127943	231	00362
19	4/19/2009 ⑦	338719	338822	104	$ 416.00	$ 416.00	4/19/09	127944	231	00363
20	4/20/2009								231	
21	4/21/2009				$	$			231	
22	4/22/2009				$	$			231	
23	4/23/2009								231	
24	4/24/2009								231	
25	4/25/2009 ⑤	338823	338915	93	$ 372.00	$ 372.00	4/25/09	128183	231	00364
26	4/26/2009 ⑧	338916	339078	163	$ 652.00	$ 652.00	4/26/09	128184	231	00365
27	4/27/2009								231	
28	4/28/2009				$	$			231	
29	4/29/2009				$	$			231	
30	4/30/2009								231	
31	/31/2009								231	
					$ 11,424.00	11,424.00				

TOTAL RECEIPTS AND FUNDS COLLECTED: 2856 x $4.00 = $ 11,424.00

TOTAL AMOUNT DUE TO GENERAL FUND——**1100-347-40-123-000-0-000**—— $ 11,424.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND—— 11,424.00 X10
TOTAL FUNDS DUE TO THE COUNTY TREASURER—— $

PREPARED BY: Sergio X. Saenz DATE: 4/29/09

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSE M. FLORES
COMMISSIONER PRCT NO. 3

April 29-09
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#3-001 REVISED:9/5/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 6/12/09 6/18/09

XI
XI

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JUN - 4 2009

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COUNTY AUDITOR
2009 JUN -4 PM 2:09

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
MAY 31, 2009

	HIDALGO COUNTY AUDITOR'S OFFICE DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER	
1						$			231	
2	5/2/2009	339079	339166	88	$352.00	$352.00	5/2/09	128324	231	00366
3	5/3/2009	339167	339314	148	$592.00	$592.00	5/3/09	128325	231	00367
4	5/4/2009								231	
5	5/5/2009								231	
6	5/6/2009								231	
7	5/7/2009				$	$			231	
8	5/8/2009				$	$			231	
9	5/9/2009	339315	339388	74	$296.00	$296.00	5/9/09	128565	231	00368
10	5/10/2009	339389	339521	133	$532.00	$532.00	5/10/09	128567	231	00369
11	5/11/2009								231	
12	5/12/2009								231	
13	5/13/2009								231	
14	5/14/2009				$	$			231	
15	5/15/2009				$	$			231	
16	5/16/2009	339522	339598	77	$308.00	$308.00	5/16/09	128706	231	00320
17	5/17/2009	339599	339657	59	$236.00	$236.00	5/17/09	128707	231	00371
18	5/18/2009								231	
19	5/19/2009								231	
20	5/20/2009								231	
21	5/21/2009				$	$			231	
22	5/22/2009				$	$			231	
23	5/23/2009	339658	339709	52	$208.00	$208.00	5/23/09	128968	231	00372
24	5/24/2009	339710	339839	130	$520.00	$520.00	5/24/09	128969	231	00373
25	5/25/2009								231	
26	5/26/2009								231	
27	5/27/2009								231	
28	5/28/2009				$	$			231	
29	5/29/2009				$	$			231	
30	5/30/2009	339840	339896	57	$228.00	$228.00	5/30/09	129100	231	00374
31	5/31/2009	339897	339978	82	$328.00	$328.00	5/31/09	129101	231	00375
					$3,600.00	3,600.00				

TOTAL RECEIPTS AND FUNDS COLLECTED: 900 x $4.00 = $3,600.00

TOTAL AMOUNT DUE TO GENERAL FUND——1100-347-40-123-000-0-000—— $3,600.00 X12
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND—— 3600.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER—— $ 0

PREPARED BY: [signature] DATE: 6/2/09

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[signature]
JOSE M. FLORES
COMMISSIONER PRCT NO. 3

[signature] 6-3-09
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#3-001 REVISED:9/5/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature] 47
DATE: 6/2/09 6/18/09

X12

X1

Constable Celestino [illegible]ila Jr. Monthly Report

ORIGINAL

For the Month Ending January 2009 PBA

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Monday, January 05, 2009	Lliana Gomez	Robert D. Cerda and all other occupants	9714-1	FED08-101JM	FED	In County	Justice Clerk	125437	$60.00
Tuesday, January 20, 2009	Allex International Properties	Wesley Rowlett	9715-1	SC2478	Small Claims	Out of County	Justice Clerk	125735	$50.00
Tuesday, January 20, 2009	Don Rios	John De Witt and all 0ther occupants	9716-1	FED09-006JM	FED	In County	Justice Clerk	125735	$60.00
Wednesday, January 21, 2009	The State of Texas	Blanca Oralia Gutierrez	9717-1	01-60913-TR	Warrant Fee	In County	Justice Clerk	125735	$50.00
Tuesday, January 27, 2009	Western Union	Mi Taqueria Jalisco / Alberto Rodriguez	9718-1	CL-07-0929	Writ of Execution	In County	County Clerk	125960	$200.00
Friday, October 31, 2008	The State of Texas	Jesica De Los Reyes	9719-1	2006-08-3902-E	Precept To Serve	Out of County	District Clerk	125960	$39.60
Friday, October 31, 2008	The State of Texas	Jessica De Los Reyes	9720-1	2006-08-3902-E	Citation	Out of County	District Clerk	125960	$39.60
Friday, October 31, 2008	The State of Texas	Alejandro Acevedo	9721-1	99125227A	Precept To Serve	Out of County	District Clerk	125960	$39.60
Friday, October 31, 2008	The State of Texas	Alejandro Acevedo	9722-1	99125227A	Citation	Out of County	District Clerk	125960	$39.60
Thursday, October 30, 2008	The State of Texas	Ruben Cruz Jr. - Not served	9723-1	D-1-FM-03-00630	Precept To Serve	Out of County	District Clerk	125960	$39.60
Friday, October 31, 2008	The State of Texas	Gilberto Rosales	9724-1	2006-06-2900-B	Precept To Serve	Out of County	District Clerk	125960	$39.60

Wednesday, February 04, 2009

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

	Plaintiff	Defendant	Receipt #	se #	Type of Service	In/Out County	Court	Treasurer #	Amoun
Friday, October 31, 2008	The State of Texas	Gilberto Rosales	9725-1	2006-06-2900-B	Citation	Out of County	District Clerk	125960	$39.60

Grand Total $697.20

RECEIVED
JAN - 6 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/21/09

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: *Constable, Precinct 1* *Prepared by:* *Chief Deputy*

Constable Celestino A. ila Jr. Monthly Report

ORIGINAL

For the Month Ending February 2009 PBB

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Monday, February 02, 2009	Jesus Zuniga	Emmanuel Ramos	9726-1	SC09-011JM	Small Claims	In County	Justice Clerk	126160	$50.00
Tuesday, February 17, 2009	The State of Texas	Rodolfo Reyes	9727-1	T06-3197J12	Warrant Fee	In County	Justice Clerk	126500	$50.00
Tuesday, February 17, 2009	Fia Card Services	Oralia Martinez	9728-1	CL-07-3714-B	Writ of Execution	In County	County Clerk	126500	$200.00
Friday, February 20, 2009	Constellation New Energy	International Wood DBA Texas Lined Guard	9729-1	933,655	Civil Claims	Out of County	County Clerk	126500	$60.00
Thursday, February 26, 2009	Arbor Cove Single Family Homes	Lisa Dominguez and all other occupants	9730-1	FED09-025JM	FED	In County	Justice Clerk	126747	$60.00
Friday, February 27, 2009	The State of Texas	Ramiro Saldivar Cantu	9731-1	E05-05-66	Warrant Fee	In County	Justice Clerk	126747	$50.00
Friday, February 27, 2009	The State of Texas	Ramiro Saldivar Cantu	9732-1	E05-05-67	Warrant Fee	In County	Justice Clerk	126747	$50.00
Friday, February 27, 2009	The State of Texas	Ramiro Saldivar Cantu	9733-1	JP05-06-745	Warrant Fee	In County	Justice Clerk	126747	$50.00
Friday, February 27, 2009	The State of Texas	Ramiro Saldivar Cantu	9734-1	JP05-06-746	Warrant Fee	In County	Justice Clerk	126747	$50.00
Friday, February 27, 2009	The State of Texas	Ramiro Saldivar Cantu	9735-1	JP03-01-764	Warrant Fee	In County	Justice Clerk	126747	$50.00
Friday, February 27, 2009	The State of Texas	Ramiro Saldivar Cantu	9736-1	JP03-01-765	Warrant Fee	In County	Justice Clerk	126747	$50.00
Grand Total									$720.00

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 3/3/09

Tuesday, March 03, 2009

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

Constable Celestino A. ila Jr. Monthly Report

For the Month Ending March 2009 PBA

RECEIVED
HIDALGO COUNTY
AUDITOR'S OFFICE

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Tuesday, March 03, 2009	The State of Texas	Roberto Carlos Cervantes Jr.	9737-1	CR-4596-05-21	Warrant Fee	In County	Justice Clerk	126953	$50.00
Wednesday, March 04, 2009	The State of Texas	Yolanda Cerda	9738-1	T06-4585J12	Warrant Fee	In County	Justice Clerk	126953	$50.00
Friday, March 13, 2009	Dyck O' Neal Inc.	Alberto Salas	9739-1	C-200-07-D	Writ of Possession	In County	District Clerk	127058	$200.00
Monday, March 16, 2009	The State of Texas	Julissa Chavez	9740-1	T06-0712J12	Warrant Fee	In County	Justice Clerk	127247	$50.00
Monday, March 16, 2009	Rachel Mata	San Juan Bruno	9741-1	200913045	Divorce Decree	Out of County	District Clerk	127247	$60.00
Monday, March 16, 2009	TKD Investments Inc.	Hector A. Trevino	9742-1	CV-063-09-31	Civil Claims	In County	Justice Clerk	127247	$60.00
Friday, January 02, 2009	The State of Texas	Ana Maria Zapata - not served	9743-1	07-1489-FCL	Precept To Serve	Out of County	County Clerk	127247	$39.60
Thursday, January 08, 2009	The State of Texas	Juan J. Garcia	9744-1	3805113800	Citation	Out of County	District Clerk	127247	$39.60
Friday, October 31, 2008	The State of Texas	Ramon Ortiz	9745-1	2005-01-0034-G	Precept To Serve	Out of County	District Clerk	127247	$39.60
Friday, October 31, 2008	The State of Texas	Ramon Ortiz	9746-1	2005-01-0034GS	Citation	Out of County	District Clerk	127247	$39.60
Tuesday, March 17, 2009	The State of Texas	Josie Marie Garza	9747-1	T07-0351J12	Warrant Fee	In County	Justice Clerk	127247	$50.00

Wednesday, April 01, 2009

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

	Plaintiff	Defendant	Receipt #	e #	Type of Service	In/Out County	Court	Treasurer #	Amount
Thursday, March 26, 2009	The State of Texas	Luis Alberto Aguilar	9748-1	T06-0461J12	Warrant Fee	In County	Justice Clerk	127409	$50.00
Thursday, March 26, 2009	The State of Texas	Maria Esquivel Garnica	9749-1	JP08-02-620	Warrant Fee	In County	Justice Clerk	127409	$50.00
Thursday, March 26, 2009	Equipment Depot, LTD	George C. Dominguez	9750-1	V20090001831J1	Small Claims	~~In County~~	Justice Clerk	127409	$50.00
Thursday, March 26, 2009	Equipment Depot, LTD	Via Steel, Inc. and George Carlos Dominguez	9751-1	V20090001831J1	Small Claims	~~In County~~	Justice Clerk	127409	$50.00
Thursday, March 26, 2009	Countrywide Home Loans	Daniel Garces Jr. and all other Occupants	9752-1	FED09-031JM	FED	In County	Justice Clerk	127409	$60.00
Thursday, March 26, 2009	Samara Portfolio Management,LLC	Sergio Perez	9753-1	CV12C0088481	Civil Claims	~~In County~~	Justice Clerk	127409	$60.00
Grand Total									$998.40

RECEIVED
APR - 2 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature] 04/03/09
DATE: 5/22/09

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: [signature] *Constable, Precinct 1* *Prepared by:* [signature] *Chief Deputy*

Constable Celestino A. ila Jr. Monthly Report

ORIGINAL

For the Month Ending April 2009 PBA

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Monday, April 06, 2009	Charlotte Heggen	Hector Gonzalez and all occupants	9754-1	FED09-034JM	FED	In County	Justice Clerk	127794	$60.00
Monday, April 06, 2009	Lyssy & Eckel, Inc.	Ernesto Guzman	9755-1	522-SC	Civil Claims	~~In County~~ Out	Justice Clerk	127794	$60.00
Tuesday, April 07, 2009	The State of Texas	Sandra Perez	9756-1	JP08-05-809	Warrant Fee	In County	Justice Clerk	127794	$50.00
Tuesday, April 07, 2009	The State of Texas	Margarita Pena	9757-1	JP05-05-961	Warrant Fee	In County	Justice Clerk	127794	$50.00
Wednesday, April 08, 2009	Bank of America	Tracy V. White	9758-1	CL-07-3305-B	Writ of Execution	In County	County Clerk	127794	$200.00
Thursday, April 09, 2009	Tha State of Texas	Jessica Martinez	9759-1	JP08-02-485	~~FTA - School~~ Warrant Fee.	In County	Justice Clerk	127794	$50.00
Thursday, April 09, 2009	The State of Texas	Martina Losoya	9760-1	JP08-03-700	~~FTA - School~~ Warrant Fee	In County	Justice Clerk	127794	$50.00
Monday, April 13, 2009	Huckster Packaging & Supply	Gulf Western Supply	9761-1	SC22C0024926	Small Claims	Out of County	Justice Clerk	127979	$50.00
Tuesday, April 14, 2009	State of Texas	Veronica Cepeda Rivera	9762-1	T06-0177J12	~~FTA - School~~ Warrant Fee	In County	Justice Clerk	127979	$50.00
Wednesday, April 15, 2009	State of Texas	Sylvia Zepeda Guzman	9763-1	T06-2844J12	~~FTA - School~~ Warrant Fee	In County	Justice Clerk	127979	$50.00
Thursday, April 16, 2009	The State of Texas	Rene Castro 111- Warrant Fee	9764-1	cr09-056365 JP08-06-1155	~~FTA - School~~ Warrant Fee.	In County	Justice Clerk	127979	$50.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

	Plaintiff	Defendant	Receipt #	e #	Type of Service	In/Out County	Court	Treasurer #	Amount
Thursday, April 16, 2009	The State of Texas	America Guzman	9765-1	JP08-02-494	FTA - School Warrant fee	In County	Justice Clerk	127979	$50.00
Monday, April 20, 2009	North Star Capital Acquistion	Miguel A. Peralez	9766-1	C-547-09-21	Civil Claims	In County	Justice Clerk	128178	$60.00
Monday, April 20, 2009	Gardes Energy Services, Inc.	Patriot Oil & Gas LLC,Et Al, Earl Neuhaus	9767-1	DC-06-02603-E	Civil Claims	Out of County	District Clerk	128178	$60.00
Wednesday, April 22, 2009	TRCU LTD fka TRC Utilities, LTD	Barbara Montano	9768-1	C-1139-09-A	Citation	In County	District Clerk	128178	$60.00
Wednesday, April 22, 2009	TRCU LTD fka TRC Utilities LTD	Barbara Montano	9769-1	C-1139-09-A	Notice to Show Cau Citation	In County	District Clerk	128178	$60.00
Wednesday, April 22, 2009	TRCU LTD fka TRC Utilities LTD	Barbara Montano	9770-1	C-1139-09-A	TRO	In County	District Clerk	128178	$70.00
Wednesday, April 22, 2009	TRCU LTD fka TRC Utilities LTD	Pedro Montano	9771-1	C-1139-09-A	Citation	In County	District Clerk	128178	$60.00
Wednesday, April 22, 2009	TRCU LTD fka TRC Utilities LTD	Pedro Montano	9772-1	C-1139-09-A	Notice to Show Cau Citation	In County	District Clerk	128178	$60.00
Wednesday, April 22, 2009	TRCU LTD fka TRC Utilities LTD	Pedro Montano	9773-1	C-1139-09-A	TRO	In County	District Clerk	128178	$70.00
Monday, April 27, 2009	Rigoberto Beltran	Juan Herrera	9774-1	SC09-202	Small Claims	In County	Justice Clerk	128297	$50.00
Monday, February 02, 2009	The State of Texas	Bernardo Jr., Velarde Alvarez	9775-1	D-1-FM-04-00781	Precept To Serve	~~In County~~ Out	~~Justice Clerk~~ Dist.	128297	$39.60
Monday, February 02, 2009	The State of Texas	Erasmo Reyes	9776-1	95031308E	Precept To Serve	~~In County~~ Out	District Clerk	128297	$39.60
Monday, February 02, 2009	The State of Texas	Erasmo Reyes	9777-1	95031308E	Citation	Out of County	District Clerk	128297	$39.60

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

	Plaintiff	Defendant	Receipt #	e #	Type of Service	In/Out County	Court	Treasurer #	Amount
Tuesday, February 17, 2009	The State of Texas	Ruben Rangel	9778-1	2005-CV-0296-A	Precept To Serve	Out of County	District Clerk	128297	$39.60
Tuesday, February 17, 2009	The State of Texas	Ruben Rangel	9779-1	2005-CV-0296-A	Citation	Out of County	District Clerk	128297	$39.60
Tuesday, February 17, 2009	The State of Texas	Joel Epifano Cortez	9780-1	2003-04-1717-C	Precept To Serve	Out of County	District Clerk	128297	$39.60
Tuesday, February 17, 2009	The State of Texas	Joel Epifano Cortez	9781-1	2003-04-1717-C	Citation	Out of County	District Clerk	128297	$39.60
Tuesday, February 17, 2009	The State of Texas	Tomas Trejo Jr.	9782-1	2006-05-2127-E	Precept To Serve	Out of County	District Clerk	128297	$39.60
Tuesday, February 17, 2009	The State of Texas	Tomas Trejo Jr.	9783-1	2006-05-2127-E	Citation	Out of County	District Clerk	128297	$39.60

Grand Total $1,676.40

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HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 5/22/09 6/24/09

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

CONSTABLE GILBERTO ALANIZ MONTHLY REPORT

For the Month Ending January 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	✓ OC	✓ IC	✓ Justice Clerk	✓ County Clerk	✓ District Clerk	✓ Other	✓ Const Sale	TREAS. RECEIPT	AMOUNTS DUE TO COUNTY
01/07	PSC Equipment Rental	Dale Daring	85582	CL-08-3491-D	Civil Claims	✓			✓				125744	$60.00 ¢
01/07	PSC Equipment Rental	W. Hiley	85582	CL-08-3491-D	Civil Claims	✓			✓				"	$60.00 ¢
01/07	Tarrant County	Fidel Silva	85592	C-217 08-8 DR	Civil Claims	✓				✓			"	$60.00 ¢
01/07	The Pointe Condominiums	Margy Kruse	85602	007624	Civil Claims	✓		✓					"	$60.00 ¢
01/29	Estela Davila	Faustino Saldaña	85612	SC 24485	Small Claims	✓		✓					126121	$50.00 ¢
													Page Total	$290.00
													Grand Total	$290.00

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THE COUNTY OF HIDALGO TEXAS

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Gilbert "Chato" Alaniz
Constable, Precinct 1

Prepared by:

Page 1 of 1

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 3/12/09 6/16/09

IX
11

CONSTABLE GILBERTO ALANIZ MONTHLY REPORT

For the Month Ending Febuary 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	COUNTY Const	COUNTY	RECEIVED BY AUDITOR TREAS. RECEIPT	AMOUNTS DUE TO COUNTY
2/5	Anthony Bradford	Justin Jones	85621-2	C-3104-08-B	Civil Claims		✓			✓			126315	$60.00
2/5	Anthony Bradford	Michael Jones	85622	C-3104-08-B	Civil Claims		✓			✓			"	$60.00
2/5	Constellation New Energy Inc	Inc Allen Trinity Worship	85632	933042	Civil Claims	✓			✓				"	$60.00
2/5	Jose Cruz Montelongon	Antonio Alvarez	85641-2	3963	Civil Claims	✓		✓					"	$60.00
2/6	Marshall's Business Records MBR	Bob A Costa	85652	4733219	Subpoena	✓		✓					"	$50.00
2/11	Bookes Transport	Halbrook Jewell	85662	SC-135-09	Civil Claims.	✓		✓					126314	$60.00
													Page Total	$350.00
													Grand Total	$350.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Gilbert "Chato" Alaniz 02-2709
Constable, Precinct 1

Prepared by: [signature] 02-2709

Page 1 of 1

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature]
DATE: 6/16/09

CONSTABLE GILBERTO ALANIZ MONTHLY REPORT

For the Month Ending March 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	✓ OC	✓ IC	✓ Justice Clerk	✓ County Clerk	✓ District Clerk	✓ Other	✓ Const Sale	TREAS. RECEIPT	AMOUNTS DUE TO COUNTY
3/16	~~Attorney/messenger~~	Gloria Almeida	85672	CV08 11557	Summons Out of State Idaho	✓							127273	$60.00
3/16	AARC	Old Shine Metals	85682	SC 51C00 96778	Small Claims	✓		✓					11	$50.00
3/16	Michelle Mitson	Javier Delgado	85692	3971	Small Claims	✓		✓					11	$50.00
3/16	AARC	Speed Auto Parts	85702	SC 51C00 96774	Small Claims	✓		✓					11	$50.00
3/16	Francisco Soto Rosalinda Aguilar	DeWitt Chemical Inc Agent to Serve Richard DeLaRosa	85712	39,673	Subpoena Civil Claims	✓				✓			11	$60.00
3/16	Tri Eagle Energy Imports	Phoenician Auto DBA Azhars Rugs	85722	09-02-0119 PCV	Civil Claims	✓			✓				11	$60.00
3/17	IKD Investments	Fernando Villarreal	85732	CV063 09-31	Civil Claims		✓	✓					11	$60.00
3/23	Garner Environmental Services	US Inter-Mex Transportation	85742	CV81C00 26734	Civil Claims	✓		✓					127589	$60.00
3/30	Constellation New Energy	Nidera Dupont	85752	92810Y	Civil Claims	✓			✓				127590	$60.00
													Page Total	$510.00
													Grand Total	$510.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Gilbert "Chato" Alaniz 03-31-09
Constable, Precinct 1

Prepared by:

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Page 1 of 1

County Auditor's Form AS-C-002 Revised: 3/01

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APPROVED BY:
DATE: 5/2/09

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CONSTABLE GILBERTO ALANIZ MONTHLY REPORT

For the Month Ending April 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	✓ OC	✓ IC	✓ Justice Clerk	✓ County Clerk	✓ District Clerk	✓ Other	✓ Const Sale	TREAS. RECEIPT	AMOUNTS DUE TO COUNTY
4/20/09	The MCS Group	Lawrence	8576	11-C-09-011 316-01	Civil Claims	✓		X	✓				128103	$60.00
4/20/09	Void		8577											
4/20/09	Unv Funding	Jaime Solis	8578	C-546-09 21	Civil Claims		✓	✓					"	$60.00
4/20/09	Unv Funding	Rodolfo Long	8579	C-550-09 21	Civil Claims		✓	✓					"	$60.00
4/20/09	Unv Funding	Javier Frias	8580	C-642-09 21	Civil Claims		✓	✓					"	$60.00
4/20/09	Unv Funding	Leonel Molina	8581	C-646-09 21	Civil Claims		✓	✓					"	$60.00
4/20/09	Arrow Finacial	Maria Padron	8582	C-552-09 21	Civil Claims		✓	✓					"	$60.00
4/20/09	Hilco Receivables	Elisa IV Avendano	8583	C-536-09 21	Civil Claims		✓	✓					"	$60.00
4/20/09	Unv Funding	Rogelio R Rios	8584	C-551-09-21	Civil Claims		✓	✓					"	$60.00
4/23/09	Boyd Aluminum	Rays glass & mirror	8586	093j-CV-05 807	Civil Claims	✓				✓			"	$60.00
													Page Total	$540.00
													Grand Total	$540.00

$540.00 ✓ 12/19/09

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____ Constable, Precinct 1

Prepared by: Priscilla Mora

THE COUNTY OF HIDALGO TEXAS

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MAY - 6 2009
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 5/13/09 6/16/09

County Auditor's Form AS-C-002 Revised: 3/01

Page 1 of 1

CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending January 2009

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
1/7/2009	84 Lumber Company	Victor Fabela Ind/dba Victor Fabela Construction	8943	CL-07-3482-F	Writ of Execution		X		X				125420	$200.00
1/7/2009	Probuild South LLC	Guadalupe Moreno	8944	CL-07-3275	Writ of Execution		X		X				125420	$200.00
1/7/2009	Probuild South LLC	T & M Homebuilders	8945	C-2865-07-G	Writ of Execution		X			X			125420	$200.00
1/9/2009	Rolando Lopez & Nereida Lopez	Juan Angel Barrera ind/dba Barrera Construction	8946	C-846-07-F	Writ of Execution	X	X			X			125420	$200.00
1/13/2009	Sage - 3006	Estanislao Martinez Paz	8947	C-1-CV-08-010322	Citation	X			X	X			125605	$60.00
1/21/2009	Hidalgo County	Edd Boler	8948	T-1443-08-H	Tax Warrant		X			X			125743	$200.00
1/21/2009	Minnie Stevens Piper Foundation	Antonio Maria Vallejo	8949	2001-CL-01721	Writ of Execution	X				X			125743	$200.00
1/23/2009	Bank of America N.A.	Reyes Quintana	8950	CL-08-1507-E	Writ of Execution		X		X				125743	$205.00
1/23/2009	Emeterio Rivas III	Miguel Garcia	8951	409JC0003	Citation	X		X		X			125743	$60.00
1/23/2009	Hidalgo County	Munoz Industries	8952	T-1454-08-E	Tax Warrant		X		X	X			125743	$200.00
													Page Total	$1,725.00
													Grand Total	$1,725.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____
Constable, Precinct 3

Prepared by: Raquel V. Lozano

Date: 02-05-09

County Auditor's Form AS-C-002

Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 5/8/09 7/1/09

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CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending ~~March~~ Feb 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
2/4/2009	Cemex Construction Materials	B & M Ready Mix Concrete	8953	2008-64322	Citation	x				x			126163	$60.00
2/5/2009	Maria Luisa Ruiz	Juan Alberto Martinez	8954	JS09-00029E	Small Claims	x		x					126163	$50.00
2/5/2009	Terran Sterling	Luis Ortiz	8955	90118290	Citation	x				x			126163	$60.00
2/9/2009	Hidalgo County 3 DO #1	Weslaco Diagnostic Imaging Center	8956	T-1730-08-E	Tax Warrant		x			x			126313	$200.00
2/9/2009	Hidalgo County 3 DO #1	Mcallen Nuerosurgical Center	8957	T-215-09-C	Tax Warrant		x			x			126313	$200.00
2/12/2009	Probuild South LLC	Bordeaux Construction Inc.	8958	CL-1100-08-C	Writ of Execution		x			x			126313	$200.00
2/18/2009	Aimee Mitchell & Chris Mitchell	Karen Toledo & Bobby Casados	8959	20,794	Citation	x				x			126495	$60.00
2/19/2009	Stephen Ketchmer	Melva Ketchmer	8960	09D0254DV1	Summons	x				x			126495	$60.00
2/25/2009	Fabri Quilt	Mcallen SB, Alvero Guerrero, & Mcallen SB	8961	09C-CV01387 54,578	~~Citation~~ Summons (3)	x				x			126749	$180.00
2/25/2009	Baker Distributing Co	Javier Gracia	8962	JC0801671L	Writ of Execution	x		x					126749	$200.00
													Page Total	$1,270.00
													Grand Total	$1,270.00

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This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Lazaro Gallardo Jr.
Constable, Precinct 3

Prepared by: Raquel V. Cavazos

Date: 03-03-09

Page 1 of 1

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 6/1/09 6/30/09

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HIDALGO COUNTY AUDITOR'S OFFICE

CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending March 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Sale	CLERK'S RECEIPT	AMOUNTS DUE TO COUNTY
3/4/2009	Xerox Corporation	Juan G. Pena dba Pro Data Printing Services	8963	CL-07-7887-D	Writ of execution		X		X				126891	$200.00
3/4/2009	Ondrea L. Hoastund	Charles Parr	8964	09-FA91	Citation	X				X			126891	$60.00
3/11/2009	Probuild South LLC	Z & S Homebuilders, Jose Zamora	8965	C-1579-08-F-1	Writ of execution		X			X			127097	$200.00
3/11/2009	Coastal King LTD	Benigno Cerda & Francisco Cerda	8966	C-1930-06-G	Writ of execution		X			X			Voided	$0.00
3/12/2009	Select Industries, Inc.	Spikes Motor Company, Inc.	8967	169,915-A	Citation (2)	X				X			127097	$120.00
3/13/2009	Michelle M. Tyson	Tewasha International, Xavier Delgado	8968	3971	Citation	X		X					127097	$60.00
3/18/2009	Graphic Solutions Group Inc.	Mike Gonzalez Ind. & dba MG Advertising	8969	CC-05-17014-E	Writ of execution	X			X				127306	$205.00
3/18/2009	AARC Environmental Inc.	Tres Estrellas Auto Salvage	8970	SC51C0096775	Small claims	X		X					127306	$50.00
3/18/2009	AARC Environmental Inc.	Padron Auto Supply	8971	SC51C00096776	Small claims	X		X					127306	$50.00
3/18/2009	Hidalgo County DWI #1	M & F Pharmacy dba Medicap Pharmacy	8972	T-1532-08-D	Tax Warrant		X			X			127306	$200.00
3/18/2009	Hidalgo ISD, ET Al	Providence Fresh, LLC	8973	T-443-08-H	Tax Warrant	X	X			X			127306	$200.00
3/19/2009	Antonio Martinez	Fernando Zamora	8974	S09-076J6	Small claims	X		X					127306	$50.00
3/19/2009	Hidalgo County DWI #1	Charles Gonzalez dba CG Transport	8975	T-1576-08-F	Tax Warrant		X			X			127306	$200.00
3/23/2009	Fabri-Quilt, Inc.	Alvaro Gonzalez, Mcallen SB LP, Gonzalez	8976	09CY-CV01387	Citations (3)	X				✓			127448	$180.00
3/25/2009	Canal Idemnity Insurance Company	Palmview Fast Freight Transportation Inc.	8977	3:09-CV-00451-D	Citation	X				X			127448	$60.00
													Page Total	$1,835.00
													Grand Total	$1,835.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Lazaro Gallardo Jr.
Constable, Precinct 3

Prepared by: Raquel V. Lanzos

Date: 04-06-09

County Auditor's Form AS-C-002 Revised: 3/01

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APR 7 AM 10:55

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 6/1/09 0134709

CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending March 2009

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	DUE TO COUNTY
3/31/2009	Magdalena Gomez	Jose Medina	8978	JCD-58[illegible]	Citation	X		X					127654	$60.00
3/31/2009	Memorial Hermann Hospital Systems	Natividad Garcia	8979	935,377	Citation	X			X				11	$60.00
3/31/2009	Mcallen ISD , STC, ST ISD	Fred's Pharmacy	8980	T-657-09-A	Tax warrant		X			X			11	$200.00
													Page 1	185.00
													Page Total 2	$320.00
													Grand Total	$2,155.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____ Constable, Precinct 3

Date: 04-06-09

Prepared by: _____

County Auditor's Form AS-C-002 Revised: 3/01

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COUNTY AUDITOR
2009 APR 10 PM 2:

CONSTABLE LAZARO GALLARDO JR. MONTHLY REPORT

For the Month Ending April 2009

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
4/6/2009	Armando Peralez	Irma Garza Peralez	8981	200913073	Citation	X				X			127795	$60.00
4/9/2009	Probuild South	Dan Kar Homes Inc & Rafael Salgado	8982	C-2509-08-A	Writ of Execution		X			X			127795	$200.00
4/14/2009	PSJA, City of San Juan, & South Texas College	Street Audio & Security	8983	T-671-09-I	Tax Warrant		X			X			127898	$200.00
4/16/2009	Edinburg CISD & STC	The Bridges	8984	T-658-09-I	Tax Warrant		X			X			127898	$200.00
4/20/2009	Homeport Federal Credit Union	Manuel G. Alvarez	8985	2009-CV-00064-JP2-I	Citation	X		X					128104	$60.00
4/20/2009	FIA Card Services KNA Bank of America	Sally G. Sandoval	8986	CL-08-1438-F	Writ of Execution		X		X				128104	$205.00 (*)
4/24/2009	Cemex Construction Materials South	B & M Ready Mix Concrete, LLC	8987	200864322	Citation	X				X			128104	$60.00
4/24/2009	1st Community Bank	Fransisco J. Aguirre & Heriberto Rodriguez	8988	2009-CV-00266-JP2-I	Citation	X		X					128104	$60.00
4/24/2009	Arrow Financial Services, LLC	Agapito Trevino & Arturo Longoria	8989	C-543-09-21	Citation X 2		X	X					128104	$120.00
4/24/2009	Hidalgo County	Robert Mata	8990	T-1726-08-G	Tax Warrant		X			X			128104	$200.00
4/24/2009	Hidalgo County Et Al	Carlos Gonzalez Et Al	8991	T-1040-09-G	Tax Warrant		X			X			128104	$200.00
4/24/2009	Hidalgo County	International Distribution Logistics	8992	T-605-09-C	Tax Warrant		X			X			128104	$200.00
4/24/2009	Hidalgo County & Hidalgo County Drainage District	Roxanne Zarate	8993	T-1041-09-A	Tax Warrant		X			X			128104	$200.00
4/30/2009	North Star Capital Acquistion	Eric L. Lopez	8994	C-549-09-21	Citation X 2		X	X					128330	$120.00
4/30/2009	Mid First Bank	Fernando A. Gonzalez & All Other Occupants	8995	FD-020-09-31	Writ of Possession		X	X					128330	$200.00
													Page Total	$2,285.00
													Grand Total	$2,285.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Lazaro Gallardo Jr.
Constable, Precinct 3

Prepared by: Rigoberto Carazo

Date: 05-04-09

Page 1 of 1

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [illegible]
DATE: 6/2/09 10/30/09

(*) Refund due of $5.00.

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JAN - 6 2009
HIDALGO COUNTY AUDITOR'S OFFICE

CONSTABLE EDUARDO BAZAN MONTHLY REPORT

For the Month Ending JANUARY, 2009 PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS: DUE TO COUNTY
1/6/2009	SENON MOYA	JOSE LUIS PEREZ	8537	~~FED-09-284~~ ~~09-019966868~~	WDE ~~FED-09-284~~		XX	XXX					175470	$60.00
1/8/2009	OLD DOMININON FREIGHT	DANNY VASQUEZ	8538	CV12C0054244	CIVIL CLAIMS		XX	XXX					175470	$60.00
1/14/2009	JESSE WEBBER	HECTOR RUIZ	8539	FED08-278	WRIT OF EVEC.		XX	XXX					175569	$200.00
1/14/2009	JESSE WEBBER	ROSALINDA CONTRERAS	8540	FED08-281	WRIT OF EVEC.		XX	XXX					175569	$200.00
VOID	VOID	VOID	8541	VOID	VOID								175975	VOID
1/29/2009	Juan Carlos Rodriguez ~~BILLIE JEAN LOPEZ~~	ILIANA RODRIGUEZ	8542	F-369-09-D	CIVIL CLAIMS		XX	~~XXX~~		X			175975	60
1/29/2009	HERIBERTO HERRERA	SILVIA MITCHELL	8543	SC09-199	SMALL CLIAMS		XX	XXX					175975	50
		VOID	*8544											
													Page Total	$170.00
													Grand Total	$170.00

630.00 X8

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: DANIEL MARICHALAR
Constable, Precinct 5

Prepared by: ROXANNE ELIZONDO

* NOTE Receipt #8544 was made out for Fuel Comdata 19.88

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma UB
DATE: 5/14/09 10/15/09

X 80

CONSTABLE EDUARDO BAZAN MONTHLY REPORT

PBA

For the Month Ending FEBRUARY, 2009

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
2/13/2009	JESSE WEBBER	SYLVIA CASAS	8545	FED09-285	FED		XX	XXX					126352	$60.00
2/19/2009	SYLVIA CASTRO	ABBY GARZA	8546	CC09-197	CIVIL CLAIMS		XX	XXX					126504	$60.00
2/27/2009	ANNA LUISA IBARRA	RAMON ORTIZ JR	8547	SC09-200	SMALL CLIAMS		XX	XXX					126719	$50.00
													Page Total	$170.00
													Grand Total	$170.00

RECEIVED BY COUNTY AUDITOR
2009 MAR 2 PM 2 55

X6

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: DANIEL MARICHALAR, Constable, Precinct 5

Prepared by: ROXANNE ELIZONDO

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 5/19/09 6/15/09

X21

RECEIVED
APR - 3 2009
HIDALGO COUNTY AUDITOR'S OFFICE

CONSTABLE EDUARDO BAZAN MONTHLY REPORT

For the Month Ending MARCH, 2009

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
3/3/2009	LACKS VALLEY STORE	JUAN ZUNIGA	8548	CC09-019JM	CIVIL CLAIMS		XX	XXX					126971	$60.00
3/12/2009	HOLLIS RUTLEDGE	JULIO VILLANUEVA	8549	FED09-288	FED		XX	XXX					127158	$60.00
3/13/2009	MARIA ESPARZA	RITA SAAVEDRA	8550	SC09-201	SMALL CLAIMS		XX	XXX					127158	$50.00
3/19/2009	STATE OF NEBRASKA	RAUL PALOMARUS	8551	DOC121 NO.560	SUMMONS	XX		XXX	X				127336	$60.00
3/19/2009	ROBERTO MARTINEZ	JOSE TORRES	8552	FED09-289	FED		XX	XXX					127336	$60.00
													Page Total	$290.00
													Grand Total	$290.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: DANIEL MARICHALAR
Constable, Precinct 5

Prepared by: ROXANNE ELIZONDO

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 3/19/09

CONSTABLE DANIEL MARICHALAR REPORT

For the Month Ending PBA Apr-09

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
4/14/2009	EULAIA VILLARREAL	NOELIA HERNANDEZ	8553	FED09-290	FED		xx	xxxx					176540	$60.00
4/20/2009	JESSE WEBBER	SILVIA CASAS	8554	FED09-285	WRIT OF POSS		xx	xxxx					176192	$200.00
4/24/2009	FIA CARD SERVICES	LETICIA ALEJANDRO	8555	CC09-200	Civil Claims		XX	xxxx					176192	$60.00
4/24/2009	VICTORIA BENAVIDES	DAVID PEREZ	8556	SC09-204	Small Claims		xx	xxxx					176192	$50.00
4/27/2009	GUSTAVO ACEVEDO	CAUDILLO, SERGIO AND ALL	8557	FED08-259	WRIT OF POSS		XX	xxxx					176446	$200.00
4/28/2009	TOMAS ALONSO	JESSICA CRUZ	8558	FED09-292	FED ~~09-2015~~		xx	xxxx					176446	$60.00
VOID	VOID	VOID	8559	VOID	VOID								176446	VOID
VOID	VOID	VOID	8560	VOID	VOID								176446	VOID
4/28/2009	ELADIO ALVARADO	JORGE PALOMIN	8561	FED09-293	FED		XX	XXX					176446	60
													Page Total	~~$530.00~~
													Grand Total	$530.00

PD x 7 690.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: ~~EDUARDO DURAN~~ Daniel Marichalar DM
Constable, Precinct 5

Prepared by: ROXANNE ELIZONDO 4/30/09

County Auditor's Form AS-C-002 Revised: 3/01

Page 1 of 1

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 5/19/09 6/15/09

X 123

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MAY - 6 2009
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
April 2009

PBA

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER
1	4/1/2009	278320	278325	6	$ 12.00	$ 12.00	4/7/2009	127684	211 1163
2	4/2/2009	278326	278335	10	$ 20.00	$ 20.00	4/7/2009	127685	211 1164
3	4/3/2009	278336	278347	12	$ 24.00	$ 24.00	4/7/2009	127690	211 1165
4	4/4/2009	278348	278394	47	$ 94.00	$ 94.00	4/7/2009	127691	211 1166
5	4/5/2009	278395	278543	149	$ 298.00	$ 298.00	4/7/2009	127692	211 1167
6	4/6/2009	278544	278548	5	$ 10.00	$ 10.00	4/9/2009	127758	211 1168
7	4/7/2009	278549	278602	54	$ 108.00	$ 108.00	4/9/2009	127759	211 1169
8	4/8/2009	278603	278622	20	$ 40.00	$ 40.00	4/9/2009	127760	211 1170
9	4/9/2009	278623	278649	27	$ 54.00	$ 54.00	4/14/2009	127786	211 1171
10	4/10/2009					$ -			211 0
11	4/11/2009	278650	278777	128	$ 256.00	$ 256.00	4/14/2009	127787	211 1172
12	4/12/2009	278778	279775	998	$ 1,996.00	$ 1,996.00	4/14/2009	127788	211 1173
13	4/13/2009					$ -			211 0
14	4/14/2009	279776	279782	7	$ 14.00	$ 14.00	4/16/2009	127885	211 1174
15	4/15/2009	279783	279791	9	$ 18.00	$ 18.00	4/16/2009	127886	211 1175
16	4/16/2009	279792	279795	4	$ 8.00	$ 8.00	4/21/2009	128004	211 1176
17	4/17/2009	279796	279798	3	$ 6.00	$ 6.00	4/21/2009	128005	211 1177
18	4/18/2009	279799	279858	60	$ 120.00	$ 120.00	4/21/2009	128006	211 1178
19	4/19/2009	279859	279980	122	$ 244.00	$ 244.00	4/21/2009	128007	211 1179
20	4/20/2009	279981	279982	2	$ 4.00	$ 4.00	4/23/2009	128060	211 1182
21	4/21/2009	279983	279990	8	$ 16.00	$ 16.00	4/23/2009	128061	211 1180
22	4/22/2009	279991	279996	6	$ 12.00	$ 12.00	4/23/2009	128062	211 1181
23	4/23/2009	279997	280003	7	$ 14.00	$ 14.00	4/27/2009	128116	211 1183
24	4/24/2009	280004	280006	3	$ 6.00	$ 6.00	4/27/2009	128117	211 1184
25	4/25/2009	280007	280047	41	$ 82.00	$ 82.00	4/27/2009	128118	211 1185
26	4/26/2009	280048	280141	94	$ 188.00	$ 188.00	4/27/2009	128119	211 1186
27	4/27/2009	280142	280145	4	$ 8.00	$ 8.00	5/1/2009	128284	211 1187
28	4/28/2009	280146	280150	5	$ 10.00	$ 10.00	5/1/2009	128285	211 1188
29	4/29/2009	280151	280159	9	$ 18.00	$ 18.00	5/1/2009	128286	211 1189
30	4/30/2009	280160	280163	4	$ 8.00	$ 8.00	5/1/2009	128287	211 1190
31	5/1/2009				$ -				211
				1844	$ 3,688.00	$3,688.00			

TOTAL RECEIPTS AND FUNDS COLLECTED: 1844 x $2.00 $ 3,688.00

TOTAL AMOUNT DUE TO GENERAL FUND------**1100-347-40-121-000-0-000**---------- $ 3,688.00

LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND---------- $ 3,688.00

TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- $ -

PREPARED BY: Cindy Walk DATE:. **5/5/09**

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sylvia Handy

SYLVIA HANDY
COMMISSIONER PRCT NO. 1

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 6/9/09 6/26/09

5/5/09
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:7/08

X24

Forgot to make deposit slip for 4-20-09 made it out of sequence 211-1182# X1

RECEIVED
JUN - 4 2009
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
May 2009

PBA

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER
1	5/1/2009	280164	280172	9	$ 18.00	$ 18.00	5/4/2009	128333	211 01191
2	5/2/2009	280173	280227	~~55~~ 54	$ ~~110.00~~ 114.00	$ 114.00	5/4/2009	128334	211 01192
3	5/3/2009	280228	280300	73	$ 146.00	$ 146.00	5/4/2009	128335	211 01193
4	5/4/2009	280301	280314	14	$ 28.00	$ 28.00	5/7/2009	128438	211 01194
5	5/5/2009	280315	280320	6	$ 12.00	$ 12.00	5/7/2009	128439	211 01195
6	5/6/2009	280321	280325	5	$ 10.00	$ 10.00	5/7/2009	128441	211 01196
7	5/7/2009	280326	280334	9	$ 18.00	$ 18.00	5/11/2009	128541	211 01197
8	5/8/2009	280335	280340	6	$ 12.00	$ 12.00	5/11/2009	128542	211 01198
9	5/9/2009	280341	280382	42	$ 84.00	$ 84.00	5/11/2009	128543	211 01199
10	5/10/2009	280383	280463	81	$ 162.00	$ 162.00	5/11/2009	128544	211 01200
11	5/11/2009	280464	280467	4	$ 8.00	$ 8.00	5/14/2009	128647	211 01201
12	5/12/2009	280468	280470	3	$ 6.00	$ 6.00	5/14/2009	128648	211 01202
13	5/13/2009	280471	280475	5	$ 10.00	$ 10.00	5/14/2009	128649	211 01203
14	5/14/2009	280476	280479	4	$ 8.00	$ 8.00	5/18/2009	128744	211 01204
15	5/15/2009	280480	280484	5	$ 10.00	$ 10.00	5/18/2009	128745	211 01205
16	5/16/2009	280485	280510	26	$ 52.00	$ 52.00	5/18/2009	128746	211 01206
17	5/17/2009	280511	280559	49	$ 98.00	$ 98.00	5/18/2009	128747	211 01207
18	5/18/2009	280560	280562	3	$ 6.00	$ 6.00	5/21/2009	128856	211 01208
19	5/19/2009	280563	280570	8	$ 16.00	$ 16.00	5/21/2009	128857	211 01209
20	5/20/2009	280571	280576	6	$ 12.00	$ 12.00	5/21/2009	128858	211 01210
	5/21/2009	280577	280580	4	$ 8.00	$ 8.00	5/26/2009	128926	211 01211
22	5/22/2009	280581	280592	12	$ 24.00	$ 24.00	5/26/2009	128928	211 01212
23	5/23/2009	280593	280640	48	$ 96.00	$ 96.00	5/26/2009	128929	211 01213
24	5/24/2009	280641	280725	85	$ 170.00	$ 170.00	5/26/2009	128930	211 01214
25	5/25/2009					$ -			211 0
26	5/26/2009	280726	280731	6	$ 12.00	$ 12.00	5/28/2009	129012	211 01215
27	5/27/2009	280732	280735	4	$ 8.00	$ 8.00	5/28/2009	129013	211 01216
28	5/28/2009	280736	280742	7	$ 14.00	$ 14.00	6/2/2009	129153	211 01217
29	5/29/2009	280743	280748	6	$ 12.00	$ 12.00	6/2/2009	129154	211 01218
30	5/30/2009	280749	280812	64	$ 128.00	$ 128.00	6/2/2009	129155	211 01219
31	5/31/2009	280813	280882	70	$ 140.00	$ 140.00	6/2/2009	129156	211 O1220
				~~720~~ 719	$ 1,438.00	$1,442.00			

TOTAL RECEIPTS AND FUNDS COLLECTED: ~~720~~ ~~719~~ 42 x $2.00 $ 1,438.00

TOTAL AMOUNT DUE TO GENERAL FUND------**1100-347-40-121-000-0-000**----------	$	1,438.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND----------	$	1,442.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER----------	$	0 (4.00)

PREPARED BY: Andy Wilk DATE:. 6/3/09

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SYLVIA HANDY
COMMISSIONER PRCT NO. 1

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 6/9/09

6/3/09
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:7/08

X33
X2
X1

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
FOR THE MONTH OF APRIL 2009 PBA

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
4/1/2009	Placido Ramirez	3427	X			Business Occupy	127717	$50.00
4/1/2009	Guillermo Reyes	3428		X		Business Occupy	127717	$50.00
4/1/2009	Beatriz Lopez	3429		X		Business Occupy	127717	$50.00
4/1/2009	Rosaura Alvarado	3430	X			Business Occupy	127717	$50.00
4/3/2009	Sujeith M. Garcia	3431	X			Business Occupy	127717	$50.00
4/3/2009	Maria J. Rodriguez	3432	X			Business Occupy	127717	$50.00
4/3/2009	Flor Guerrero	3433	X			Business Occupy	127717	$50.00
4/3/2009	Sergio Solis	3434	X			Business Occupy	127717	$50.00
4/6/2009	Palm Villa ~~Dalt~~ Adult Day Care	3435		X		Building Permit	127717	$200.00
4/6/2009	Jose Alfredo Leon	3436		X		Building Permit	127717	$200.00
4/7/2009	Rafael Reyna, Jr.	3437		X		Business Occupy	127717	$50.00
4/7/2009	Ruben Fuentes	3438	X			Business Occupy	127717	$50.00
4/7/2009	Daniel Guerra	3439		X		Business Occupy	127717	$50.00
4/7/2009	Rigoberto Flores	3440		X		Business Occupy	127717	$50.00
4/7/2009	Victor Perez	3441	X			Business Occupy	127717	$50.00
4/8/2009	Marissa Guerra	3442		X		Daycare ~~Business Occupy~~	127717	$50.00
4/8/2009	Felix Duarte	3443		X		Business Occupy	127717	$50.00
4/8/2009	Raquel Bario Hernandez	3444	X			Business Occupy	127717	$50.00
4/8/2009	Norma Flores	3445		X		Business Occupy	127717	$50.00
4/8/2009	Norma De La Rosa	3446	X			Business Occupy	127717	$50.00
4/8/2009	Norma De La Rosa	3447	X			Business Occupy	127717	$50.00
4/8/2009	Ana Melia Garcia	3448	X			Business Occupy	127755	$50.00
4/8/2009	Cecilia Fuentes	3449	X			Business Occupy	127755	$50.00
	VOID	3450				**VOID**	127896	**VOID**
4/15/2009	Belinda Cantu	3451		X		Business Occupy	127896	$50.00
4/15/2009	Alfonso Villasana	3452	X			Business Occupy	127896	$50.00
4/16/2009	Zulema Rivera	3453		X		Day Care	127896	$50.00
4/16/2009	Leonor Auitia	3454		X		Day Care	127896	$50.00
4/17/2009	Rowe G. Galvan	3455	X			Business Occupy	127985	$50.00
4/16/2009	Laura Vasquez	3456	X			Business Occupy	127985	$50.00
4/16/2009	La Joya Pavilions (Seguin Elem.)	3457		X		Fire Alarm	127985	$100.00
4/16/2009	La Joya ISD (Camarena Elem.)	3458		X		Fire Alarm	127985	$100.00
4/16/2009	La Joya ISD (Perez Elem.)	3459		X		Fire Alarm	127985	$100.00
4/16/2009	La Joya ISD (JFK Elem.)	3460		X		Fire Alarm	127985	$100.00
4/16/2009	La Joya ISD (Cavazos Elem.)	3461		X		Fire Alarm	127985	$100.00
4/16/2009	La Joya ISD (Diaz-Villarreal Elem.)	3462		X		Fire Alarm	127985	$100.00
4/17/2009	Maria D. Garcia	3463		X		Day Care	127985	$50.00

X24
X1.

4/17/2009	Maricela Martinez	3464	X			Business Occupy	127985	$50.00
4/20/2009	Joseph E. Rios	3465	X			Business Occupy	127985	$50.00
4/20/2009	Alliance Specialized Systems	3466		X		Fire Alarm	127985	$100.00
4/20/2009	Alliance Specialized Systems	3467		X		Fire Alarm	127985	$100.00
4/20/2009	All American Security (Tomas Garc	3468		X		Fire Alarm	127985	$100.00
4/21/2009	Leticia Mosqueda	3469	X			Business Occupy	127985	$50.00
4/21/2009	Gustavo Miranda	3470	X			Business Occupy	127985	$50.00
4/21/2009	Rene Morales	3471		X		Business Occupy	127985	$50.00
4/21/2009	Daniel Rodriguez	3472	X			Building Permit	127985	$200.00
4/21/2009	Orlando Barrera	3473	X			Business Occupy	127985	$50.00
4/21/2009	Zenaida Vargas	3474	X			Business Occupy	127985	$50.00
4/21/2009	Jorge Luis Gonzalez	3475	X			Business Occupy	127985	$50.00
4/21/2009	Javier De Los Santos	3476	X			Building Permit	127985	$200.00
4/21/2009	Ivan De Leon	3477	X			Business Occupy	128127	$50.00
4/21/2009	Elena Camarillo	3478	X			Business Occupy	128127	$50.00
4/21/2009	Natividad Hernandez	3479	X			Business Occupy	128127	$50.00
4/22/2009	Macedonio Del Villar	3480	X			Business Occupy	128127	$50.00
4/23/2009	Victoriano Valdez	3481	X			Building Permit	128127	$200.00
4/23/2009	Victor G. Limas	3482		X		Building Permit	128127	$200.00
4/23/2009	Julio Gonzalez	3483	X			Building Permit	128127	$200.00
4/24/2009	Marisol M. de Leal	3484	X			Business Occupy	128127	$50.00
4/24/2009	Guadalupe Garza, jr.	3485		X		Building Permit	128127	$200.00
4/24/2009	Juan Angel Montano	3486	X			Building Permit	128127	$200.00
4/27/2009	Alliance Specialized Systems	3487		X		Fire Alarm	128386	$100.00
4/28/2009	Irene Perez	3488	X			Business Occupy	128386	$50.00
4/29/2009	Enriquez Enterprizes, Inc.	3489		X		Building Permit	128386	$2,551.40
	VOID	3490				**VOID**	128386	**VOID**
4/29/2009	Severah Muniz	3491		X		Business Occupy	128386	$50.00
4/30/2009	Juan Carlos Gonzalez	3492		X		Building Permit	128386	$200.00
4/30/2009	Arnold Palacios.	3493		X		Business Occupy	128386	$50.00
4/30/2009	Mauro Ramirez	3494	X			Business Occupy	128386	$50.00
4/30/2009	Hidalgo Co. Headstart	3495		X		Day Care	128386	$50.00
4/30/2009	Brianda Garza	3496	X			Business Occupy	128386	$50.00
4/30/2009	San Juanita Urguisa	3497	X			Business Occupy	128386	$50.00
4/30/2009	Delma L. Mungia	3498	X			Business Occupy	128386	$50.00
4/30/2009	Maribel Arroyo	3499	X			Business Occupy	128386	$50.00

X27
X1a

							Page Total	$8,051.40
							Grand Total	$8,051.40

X8

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ Fire Marshal — 5/12/2009 Date

Prepared by: Yolanda Orozco Secretary/Assistant — 5/12/2009 Date

Print Name: Juan Martinez

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

RECEIVED
MAY 18 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bma
DATE: 5/22/09

RECEIVED BY
2009 MAY 18 PM 3 04

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HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT

FOR THE MONTH OF May 2009 PBA

DATE	APPLICANT NAME	RECEIPT NUMBER	$ Cash	$ Check	$ MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
VOID	DUPLICATE COPY OF RECEIP	3500					128461	VOID
5/1/2009	Idalia De La Cruz	3500	X			Business Occupy	128461	$50.00
5/4/2009	Leonel Gomez	3501	X			Building Permit	128461	$200.00
5/4/2009	Richard Ramirez	3502		X		Business Occupy	128461	$50.00
5/5/2009	Jesus Carlos Garcia	3503	X			Business Occupy	128461	$50.00
5/5/2009	Roy Villarreal	3504		X		Business Occupy	128461	$50.00
5/5/2009	Jacqueline Osorio	3505	X			Business Occupy	128461	$50.00
5/5/2009	Jacinta Hernandez	3506	X			Business Occupy	128461	$50.00
5/6/2009	Maria R. Mireles	3507	X			Business Occupy	128461	$50.00
5/7/2009	First Cash Pawn	3508		X		Business Occupy	128461	$50.00
5/7/2009	Gabriela Chavez	3509		X		Business Occupy	128461	$50.00
5/7/2009	Luis Calderon	3510	X			Business Occupy	128461	$50.00
5/7/2009	Maria Santa Cruz	3511	X			Business Occupy	128461	$50.00
5/9/2009	Efren Garza	3512		X		Business Occupy	128703	$50.00
5/8/2009	Pablo Perez	3513	X			Business Occupy	128703	$50.00
5/8/2009	Yadira Benavides	3514	X			Business Occupy	128703	$50.00
5/11/2009	Rio Grande Children Home	3515	X			Business Occupy	128703	$50.00
5/11/2009	Norma Rodriguez	3516		X		Building Permit	128703	$200.00
5/11/2009	Luis Nieto	3517	X			Business Occupy	128703	$50.00
5/12/2009	Kathy Scheverman	3518		X		Business Occupy	128703	$50.00
5/13/2009	Natalia Aguilar	3519	X			Business Occupy	128703	$50.00
5/13/2009	Belinda Rodriguez	3520	X			Business Occupy	128703	$50.00
5/13/2009	Veronica Morfin	3521	X			Business Occupy	128703	$50.00
5/13/2009	Jose Chapa	3522	X			Foster Home	128703	$50.00
5/13/2009	Norma Pena	3523	X			Business Occupy	128703	$50.00
5/13/2009	David Rodriguez	3524	X			Business Occupy	128703	$50.00
5/13/2009	Jose Ocanas	3525		X		Business Occupy	128703	$50.00
5/13/2009	Edgar Jacobo Coll	3526		X		Business Occupy	128703	$50.00
5/14/2009	Miranda Barwick	3527		X		Building Permit ~~Business Occupy~~	128703	$200.00
5/14/2009	Sylvia Machado	3528		X		Business Occupy	128703	$50.00
5/14/2009	Zulema Rios	3529		X		Business Occupy	128703	$50.00
5/14/2009	Maria Elena Alaniz	3530	X			Business Occupy	128703	$50.00
5/18/2009	Jose Cesar Garza	3531		X		Building Permit	128806	$200.00
5/17/2009	Fidel Covarubias	3532	X			Business Occupy	128806	$50.00
5/18/2009	Susana Gonzalez	3533	X			Business Occupy	128806	$50.00
5/18/2009	Ramiro Lopez	3534	X			Building Permit	128806	$200.00
5/19/2009	Guadalupe Salinas	3535	X			Business Occupy	128806	$50.00
5/19/2009	Samuel Diaz	3536	X			Building Permit	128806	$200.00

X29

X1

5/19/2009	Carlos Lara	3537	X			Business Occupy	128806	$50.00
5/19/2009	Orando Pena	3538	X			Business Occupy	128806	$50.00
5/19/2009	Jaime Villarreal	3539	X			Business Occupy	128806	$50.00
5/20/2009	Juanita Rodriguez	3540	X			Copy of Report	128806	$10.00
5/20/2009	TMC	3541		X		Day Care	128806	$50.00
5/1/2009	Maria Garza	3542	X			Business Occupy	128971	$50.00
5/22/2009	Billy Thompson	3543		X		Building Permit	128971	$200.00
5/22/2009	Jose Montelongo	3544	X			Business Occupy	128971	$50.00
5/26/2009	Enrique & Martha Palmon	3545	X			Business Occupy	128971	$50.00
5/26/2009	Jose A. Torres	3546		X		Business Occupy	128971	$50.00
5/26/2009	Rosa M. Oyevides	3547	X			Business Occupy	128971	$50.00
5/26/2009	Protech Security	3548		X		Fire Alarm System	128971	$100.00
5/26/2009	Angel Tronco	3549	X			Business Occupy	128971	$50.00
5/26/2009	Martha Suarez	3550	X			Business Occupy	128971	$50.00
5/27/2009	Gerardo Galvan	3551	X			Business Occupy	128971	$50.00
5/27/2009	Oralia C. Galvan	3552	X			Business Occupy	129033	$50.00
5/28/2009	Cristina E. Garcia	3553	X			Business Occupy	129033	$50.00
5/28/2009	Efren Garcia	3554	X			Business Occupy	129033	$50.00
5/28/2009	Marcelo Arronis	3555	X			Business Occupy	129033	$50.00
5/28/2009	Carlos Garza	3556	X			Business Occupy	129033	$50.00
5/28/2009	Frank Sepluveda	3557	X			Copy of Report	129033	$10.00
5/28/2009	Noemy Rodriguez	3558	X			Business Occupy	129033	$50.00
5/29/2009	Zenon Moya	3559		X		Business Occupy	129033	$50.00
5/29/2009	Maria Sanchez	3560	X			Business Occupy	129180	$50.00
						Page Total		$4,070.00
						Grand Total		$4,070.00

X8

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ Fire Marshal — 6/3/2009 Date

Print Name: Juan Martinez

Prepared by: Yolanda Orozco Secretary/Assistant — 6/3/2009 Date

Print Name: Yolanda Orozco

RECEIVED
JUN - 9 2009
HIDALGO COUNTY AUDITOR'S OFFICE

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 6/22/09 6/30/09

X30

X1a

Prepared By: JE Julio E.
Date: 06/17/09

Hidalgo County Tax Office
Collections Summary
For the Month ended May 31, 2009

Hidalgo County Tax Collections	3,470,007.78 ✓	M1-1
Administrative Fees Collected	3,957.01 ✓	M1-1
Road District # 2 Collections	-	M2-1
Road District # 5 Collections	425.71 ✓	M3-1
Road District # 7 Collections	-	M4-1
Road District # 11 Collections	-	M5-1
Road District # 12 Collections	-	M6-1
Road District # 14 Collections	-	M7-1
Road District # 15 Collections	6.44 ✓	M8-1
State District Collections	-	M9-1
Total Collections	3,474,396.94	

$

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RECEIVED
JUN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
HIDALGO COUNTY TAXES COLLECTED
MAY 2009

PBA

COMPARATIVE RATE OF COLLECTIONS

HIDALGO COUNTY	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
2008 TAX ROLL	154,988,101.14	142,007,956.93	0.00	5,341,368.99	18,321,513.20 MI-10	88.57%	88.70%
2007 & PRIOR YRS	33,599,972.76	10,659,600.97	0.00	(550,256.47)	22,390,115.32 MI-10	32.25%	33.83%
ROLLBACK	188,010.79	366,099.47	0.00	361,896.04	183,807.36 MI-11	66.57%	72.69%
TOTALS	188,776,084.69	153,033,657.37	0.00	5,153,008.56	40,895,435.88 MI-12		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

			MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	2,082,514.18 MI-5		(65,342.80) CURRENT MI-10
CURRENT YEAR-P&I	251,541.70 MI-5		
CURRENT SPECIAL INVENTORY	0.00		
PRIOR YEARS-BASE TAX	651,052.42 MI-5		(57,455.82) PRIOR MI-10
PRIOR YEARS-P&I	290,642.75 MI-5		
ROLLBACK BASE	38,672.94 MI-6		776.26 (RB) MI-11
ROLLBACK P&I	443.45 MI-6		
ATTORNEY FEES	155,140.34 MI-9		
TAX CERTIFICATE FEES	0.00	690.00 MI-25	
SERVICE CHG FEES	0.00	1,327.31 MI-24	
MISC FEES	0.00	1,939.70 MI-20	
TOTAL COLLECTIONS	3,470,007.78 MI-9	3,957.01	(122,022.36) MI-12
LESS HCAD COMM REND. PEN. (CURR)	384.92 MI-17		
LESS HCAD COMM REND. PEN. (DELQ)	195.51 MI-17		
LESS SI REFUNDS	203.66 MI-26		
LESS HCAD REND ADJUSTMENTS	19.68 MI-16		
LESS TRANSFERRED	2,015,787.49 MI-2	0.00	
LESS IN TRANSIT	1,298,276.18 MI-2	~~0.00~~ 3,957.01	
LESS DUE TO DEL TAX ATTY FEES	155,140.34 MI-9		
LESS SPECIAL INV DISBURSED	-		
LESS DUE TO CO TREASURER	0.00		
	(0.00)	~~3,957.01~~ -0-	

JE 6-17-09
Up 6/30/09

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

Gloria Guerrero

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

GLORIA GUERRERO
Notary Public, State of Texas
My Commission Expires
10-23-2010

ASSESSOR & COLL. OF TAXES

RECEIVED
JUN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 2 TAXES COLLECTED
MAY 2009

PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 2	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1981 & PRIOR YRS	114.80	0.00	0.00	0.00	114.80	0.00%	0.00%
TOTALS	114.80	0.00	0.00	0.00	114.80	M2-4	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00 M2-4
LESS REFUNDS	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

JE 6-16-09

M2-1

RECEIVED

JUN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 5 TAXES COLLECTED
MAY 2009
PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 5	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1999 & PRIOR YRS	18,334.77	1,532.73	0.00	(283.01)	16,519.03 M3-7	8.49%	12.45%
ROLLBACK	0.00	0.00	0.00	0.00	0.00 M3-8	0.00%	100.00%
TOTALS	√18,334.77	√ 1,532.73	0.00	√(283.01)	√16,519.03 M3-9		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	√152.39] M3-3	√(12.18) PRIOR M3-7
PRIOR YEARS-P&I	218.02]	
ROLLBACK BASE	0.00	0.00 (RB) M3-8
ROLLBACK P&I	0.00	
ATTORNEY FEES	√ 55.30 M3-5	
TOTAL COLLECTIONS	√425.71	√ (12.18) M3-9
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	187.13] M3-2	
LESS IN TRANSIT	183.28]	
LESS DUE TO DEL TAX ATTY FEES	√55.30 M3-5	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

JE 6-19-09
4/30/09

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

M3-1

RECEIVED

JUN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 7 TAXES COLLECTED
MAY 2009

PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 7	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1980 & PRIOR YRS	65.21	0.00	0.00	(33.29)	31.92	0.00%	0.00%
TOTALS	65.21	0.00	0.00	(33.29)	31.92	M4-4	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00 M4-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 7

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
03-09-2010

JE 6-16-09

M4-1

RECEIVED
JUN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 11 TAXES COLLECTED
MAY 2009
PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 11	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1979 & PRIOR YRS	80.04	0.62	0.00	(10.14)	69.28	0.89%	0.00%
TOTALS	80.04	0.62	0.00	(10.14)	69.28	MS-4	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I.	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00 MS-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 11

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

JE 6-16-09

MS-1

RECEIVED

JUN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 12 TAXES COLLECTED
MAY 2009
PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 12	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1978 & PRIOR YRS	10.62 +	0.00 +	0.00 +	0.00 +	10.62 +	0.00%	0.00%
TOTALS	10.62 +	0.00 +	0.00 +	0.00 +	10.62 +	M6-4	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 +	0.00 + M6-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS(P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 +	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 12

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

JE 6-16-09

M6-1

RECEIVED

JUN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 14 TAXES COLLECTED
MAY 2009
PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 14	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1979 & PRIOR YRS	78.74	0.00	0.00	0.00	78.74	0.00%	0.00%
TOTALS	78.74	0.00	0.00	0.00	78.74	M7-4	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00 M7-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 14

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

JE 6-16-09

RECEIVED
JUN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 15 TAXES COLLECTED
MAY 2009
PBA

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 15	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1993 & PRIOR YRS	3,080.64	113.97	0.00	(406.44)	2,560.23 M8-5	4.26%	4.59%
ROLLBACK	0.00	0.00	0.00	0.00	0.00 M8-6	0.00%	100.00%
TOTALS	3,080.64	113.97	0.00	(406.44)	2,560.23 M8-7		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	1.67 M8-3	0.00 PRIOR M8-5
PRIOR YEARS-P&I	3.96 M8-3	
ROLLBACK BASE	0.00	0.00 (RB) M8-6
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.81 M8-4	
TOTAL COLLECTIONS	6.44	0.00 M8-7
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	2.82 M8-2	
LESS IN TRANSIT	2.81 M8-2	
LESS DUE TO DELQ ATTY FEES	0.81 M8-4	
LESS DUE TO CO TREASURER	0.00	
	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
JE 6-16-09
UA-06130109

RECEIVED

JUN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
STATE DIST TAXES COLLECTED
MAY 2009
PBA

COMPARATIVE RATE OF COLLECTIONS

STATE DIST	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1979 & PRIOR YRS	65.56 +	0.00 +	0.00 +	(3.35) +	62.21 +	0.00%	0.97%
TOTALS	65.56 +	0.00 +	0.00 +	(3.35) +	62.21 +	M9-4	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2009

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 +	0.00 + M9-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 +	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2009 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JUNE 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

HILDA FUENTES
Notary Public, State of Texas
My Commission Expires
08-09-2010

...BY THE HIDALGO
...DITOR'S OFFICE
JE 6-16-09

AI-16444 **9.A.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	07/14/2009
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 $54,195.15 for the period of 06/16-30/2009, 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	07/09/2009 03:19 PM	APRV
2	Olga Garza	Olga Garza	07/09/2009 04:12 PM	APRV
3	Dale Kennan	Dale Kennan	07/10/2009 08:26 AM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW
Form Started By: Flora Vazquez			Started On: 07/09/2009 02:53 PM	
Final Approval Date: 07/10/2009				

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

July 1, 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: 50813

Loss Replenishment

Re: Workers Compensation

Tristar Risk Managment hereby certifies that the attached billings for losses paid 6/16-6/30/09 (Check#325285-325495) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	54,195.15
TOTAL CURRENT CHARGES	$ 54,195.15
Previous Balance Due	$ 92,885.91

Payments and Credits

06/16/09	Payment received - thank you	46,977.32CR
	Total Payments and Credits	$ 46,977.32CR
	Total Balance Due	$100,103.74

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 6/16-6/30/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Community Service										
				Alternate Organization 1 Total:	8					303.13
Alternate Organization 1 : Headstart										
				Alternate Organization 1 Total:	49					4,803.04
Alternate Organization 1 : Hidalgo County										
				Alternate Organization 1 Total:	349					49,088.98
				Grand Total:	406					54,195.15

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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 16-30, 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 **$ 54,195.15.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check **# 325285-325495**) on behalf of injured employees from **06/16/2009** to **06/30/2009** :

1).	Hidalgo County	$ 49,088.98
2).	Hidalgo County Headstart Program	$ 4,803.04
3).	Community Service Agency	$ 303.13
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 54,195.15.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of July 14, 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
Citizens Business Bank/Torrance CA (estimate) $ 145,804.85.

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.

Ilda Vazquez
Employee Benefits Manager

07/08/2009
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-16325 **10.A.**

BCAP Pct. #2 Round III Invoice #02.09 BCTD Dos Logistics, Inc.

CC CONSENT

Date:	07/14/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval for payment of invoice # 02.09 BCTD in the amount of $20,265.88 (3rd Call, several colonias) as submitted by project engineer: Dos Logistics, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-XXX-0-334

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

BUDGETARY IMPACT:

P.O.# 618018 breakdown of available amounts:
9-1312-431-00-122-465-1-334: $12,643.31 (Miller Resub Lot A Subd)
9-1312-431-00-122-262-0-334: $18,648.61 (Esperanza Estates)
9-1312-431-00-122-940-0-334: $ 5,438.99 (Sundowners Retirement Ctr Subd)

Attachments

Link: Dos Logistice, Inc, Invoice# 02.09BCTD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/08/2009 03:50 PM	APRV
2	Purchasing Department	Marty Salazar	07/08/2009 04:46 PM	APRV
3	Budget & Management	Erika Zamora	07/08/2009 04:56 PM	APRV
4	Roland Garcia	Rolando Garcia	07/09/2009 01:53 PM	APRV
5	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Marcie Jackson Started On: 07/02/2009 10:04 AM

Final Approval Date: 07/10/2009

HL-16325 7/14/10

Dos Logistics, Inc.
212 W. 3rd Street
Weslaco, Texas 78596
967-968-8800 Fax: 967-447-8194

Invoice No. 02.09 BCTD

INVOICE

Customer					
Name:	Hidalgo County Precinct No. 2			Date:	March 27, 2009
Address	301 East State Street				
City	Pharr	State Texas	Zip: 78577	Project Name:	TXDOT Border Colonia Access Funded Colonia Round III
Attention	Agapito Vargas				

Description
P.O. # 618018
Request For Payment No. 1 - Funded Colonia Round III
Engineering services rendered towards completion of the Preliminary Phase and Design Phase for the TXDOT Border Colonia Access Funded Colonias Round III
See Attached Schedule

9-1312-431-00-122-465-1-334→=$3,792.99
9-1312-431-00-122-262-0-334→=$14,918.89
9-1312-431-00-122-940-0-334→=$1,554.00

INVOICE RECEIVED BY: _____ ON 7/1/09
GOODS/SERVICES RECEIVED BY: _____ ON 7/1/09

Contract Amount:	$50,716.88
Amount To Date:	
Amount Paid To Date:	$13,985.97
Amount Due This Invoice:	$20,265.88

We Appreciate Your Business

Hidalgo County Precinct No. 2
Border Colonia Access Funded Colonias Round III
Dos Logistics, Inc.
Schedule of Work to Date

Invoice No. 02.09 BCTD
Work Authorization No. 1
Schedule of Values
March 27, 2009

	Description	Total Fee	Preliminary Engineering Design Phase up to 80%	Construction Phase 81-100%	Total this Invoice	Previous Payments	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
	Sundowner's Retirement Center Subdivision	$19,424.96	$15,539.97		$1,554.00	$13,985.97	$15,539.97	80%	$3,884.99
	Miller Re-Subdivision Lot A	$12,643.31	$3,792.99		$3,792.99		$3,792.99	30%	$8,850.32
	Esperanza Estate Subdivision	$18,648.61	$14,918.89		$14,918.89		$14,918.89	80%	$3,729.72

Project Engineer

Name Hugo P. Gonzalez Jr. P.E.

Signature

Date 3/30/09

Border Colonia Access Funded Colonias Round III _____

Date _____

AI-16436 **10.B.**

Pct 4- Corrected Invoice ROW048-J E Saenz & Associates Inc-C-09-171-05-19 CC CONSENT

Date:	07/14/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of request for payment of Corrected Inv. #ROW048-$ 50,000.00, submitted by J. E. Saenz & Associates, Inc. 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" located in Pct. No. 4/PO#624526.

BACKGROUND

Corrected Invoice No. ROW048-J. E. Saenz & Associates, Inc.
To correct the amount earned and due from $25,000 to $50,000.
Reference - Inv#ROW048 previously presented at CC on 6/30/09 AI#16122

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-401-0-711

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

BUDGETARY IMPACT:

PO#624526 available balance as of 7-10-09 $64,678.09

Available in Object code 711 $50,000.00 Corrected Invoice# ROW048 $50,000.00

Attachments

Link: Invoice ROW048-J E Saenz & Associates Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 11:58 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 01:49 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 10:34 AM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Letty Saenz Started On: 07/09/2009 09:51 AM

Final Approval Date: 07/10/2009

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ✠ SURVEYORS ✠ PLANNERS ✠ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ✠ RIGHT OF WAY ACQUISITION

INVOICE .:ROW048

July 08, 2009

TO: Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

REVISED

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.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
ROW ACQUISITION	$ 50,000.00	100	$ 50,000.00

TOTAL EARNED:	$50,000.00
PREVIOUSLY INVOICED:	$ 0.00
TOTAL DUE:	$50,000.00

Total Due **$50,000.00**

INVOICE RECEIVED BY: on 7-8-09
GOODS/SERVICES RECEIVED BY: on 7809

JUL 0 8 2009

9 -1204-431-00-124-0[illegible]-0- 401 7H
Pct. # 080
Pur. Req. # 15685
P.O. # 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

Purchase Order

COUNTY OF HIDALGO

PO#: 624526

DATE: 06/18/09

VENDOR: 188999 REQ:00156603
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542
CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions:
PCT. REQ. #0800

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-09-171-05-19		
1	LOT	WORK AUTHORIZATION NO. 1, APPROVED COMMISSIONERS' COURT OF 6/8/09 UNDER ITEM AI-15849, FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR : "LAKEVIEW SUBDIVISION WEST OF NORTH McCOLL" WITHIN HIDALGO COUNTY PCT., #4, IN CONNECTION WITH CONTRACT NO. C-09-171-05-19	76,447.00	76,447.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		76,447.00
		********** For Hidalgo County use only **********		
		9-1204-431-00-124-401-0-711 50,000.00		
		9-1204-431-00-124-401-0-731 26,447.00		
		Approved _____		

FILE COPY

Authorized by: Marcus R. Salazar

County of Hidalgo Pct. 4

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

MEMO

DATE: JULY 08, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #ROW048: CONTRACT #09-171-05-19

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ROW048** IN THE AMOUNT OF **$50,000.00** FOR **J.E. SAENZ & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#624526.**
ACCOUNT: **9-1204-431-00-124-401-0-711**

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ROW048 & P.O. 624526

AI-16430 **10.C.**

Application for Payment No. 2 Dimas No. 1 Pct. No.1

CC CONSENT

Date:	07/14/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 in the amount of $17,753.89 from Valley Paving, Inc. contracted vendor for Dimas #1 Subdivision submitted by TEDSI Infrastructure Group. CAP-08-033-03-31

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-865-1-731/733

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

BUDGETARY IMPACT:

P.O.# 621821 for Valley Payving Inc.
Amount available in obj. 733 $9,335.05 as of 7-9-09.
Amount available in obj. 731 $18,430.55 as of 7-9-09.

Attachments

Link: Application for Payment No. 2 Dimas No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/08/2009 05:10 PM	APRV
2	Purchasing Department	Marty Salazar	07/09/2009 10:43 AM	APRV
3	Budget & Management	Erika Zamora	07/09/2009 10:51 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/09/2009 02:25 PM	APRV
5	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Marcie Jackson Started On: 07/08/2009 04:53 PM

Final Approval Date: 07/10/2009

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)
From: VALLEY PAVING, INC, (CONTRACTOR)
Contract: COLONIA ACCESS PROGRAM
Project: "ROAD &DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"
OWNER's Contract No. CAP-08-033-3-31 ENGINEER's Project No. 2C-1080-865
For Work accomplished through the date of: 06/16/2009.

1.	Original Contract Price:		$ 58,230.30
2.	Net change by Change Orders and Written Amendments (+ or -):		$ -8,039.05
3.	Current Contract Price (1 plus 2):		$ 50,191.25
4.	Total completed and stored to date:		$ 50,191.25
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 5,019.13	
	% of stored material:	$ 0.00	
	Total Retainage:		$ 5,019.13
6.	Total completed and stored to date less retainage (4 minus 5):		$ 45,172.12
7.	Less previous Application for Payments:		$ 27,418.23
8.	DUE THIS APPLICATION (6 MINUS 7):		$ 17,753.89

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated July 2nd, 2009

VALLEY PAVING, INC.
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of July, 2009

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 07/02/2009

TEDSI Infrastructure Group
ENGINEER

By: _____

INVOICE RECEIVED BY: Marcie Jack ON 7/8/09
GOODS/SERVICES RECEIVED BY: Marcie Jack ON 7/8/09

Estimate Quantity Update Worksheet

Colonia: Dimas # 1 Subdivision
Roadway: Martinez Ave
Control: 2C-1080-865
Project No: CAP-08-033-03-31
County: Hidalgo County Precinct No.1
Est. No: 2

Date: July 6, 2009

Contractor: Valley Paving, Inc
Contract Price: $50,191.25
Work Done this Mo.: $50,191.25
% Complete: 100.00%

Date Began: April 6, 2009
Contract Time: 120
Time Charged: 60
% Time Used: 50.00%

Work Type: Paving and Drainage
Limits:
From:
To:

						RFP 01 04-06-2009 thru 05-29-2009			RFP 02 05-30-2009 thru 06-16-2009		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE										
	(902) PRELIMINARY ENGINEERING										
	(903) CONSTRUCTION ENGINEERING										
	(904) RIGHT-OF-WAY										
	(905) ROADWAY CONSTRUCTION										
100	PREP R.O.W.	STA	8.89	$100.00	$889.00	8.89	8.89	$889.00	0	0	$0.00
134	Backfill (TY B)	STA	8.89	$100.00	$889.00	8.89	8.89	$889.00	0	0	$0.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	461	$39.70	$18,301.70	461	461	$18,301.70	0	0	$0.00
310	ASPH MATRL (MC-30)	GAL	494	$4.25	$2,099.50	0	0	$0.00	494	494	$2,099.50
340	ASPH Concrete (TY D)	TON	203	$73.90	$15,001.70	0	0	$0.00	203	203	$15,001.70
500	Mobilization	LS	1	$1,975.00	$1,975.00	1	1	$1,975.00	0	0	$0.00
502	Barricades, Signs and Traffic Handling	MO	1	$250.00	$250.00	1	1	$250.00	0	0	$0.00
530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	107	$12.05	$1,289.35	0	0	$0.00	107	107	$1,289.35
2500	EN-1 TREATED FLEX BASE	SY	2766	$0.50	$1,383.00	2766	2766	$1,383.00	0	0	$0.00
2500	EN-1 ROADBOND	GAL	15	$92.20	$1,383.00	15	15	$1,383.00	0	0	$0.00
5249	Temporary Sediment Control Fence	LF	40	$1.85	$74.00	40	40	$74.00	0	0	$0.00
5249	Temporary Sediment Control Fence (Remove)	LF	40	$1.00	$40.00	0	0	$0.00	40	40	$40.00
	(906) DRAINAGE										
530	Driveways (CONC.)(4")	SY	171	$35.55	$6,079.05	0	0	$0.00	0	0	$0.00
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	296	$11.00	$3,256.00	0	0	$0.00	296	296	$3,256.00
556	15" Corrugated ADS Pipe	LF	380	$14.00	$5,320.00	380	380	$5,320.00	0	0	$0.00
	CHANGE ORDER # 1										
530	Driveways (CONC.)(4")	SY	-171	$35.55	-$6,079.05	0	0	$0.00	0	0	$0.00
556	15" Corrugated ADS Pipe	LF	-140	$14.00	-$1,960.00	0	0	$0.00	-140	-140	-$1,960.00

Monthly Totals:	$30,464.70	$19,726.55
ADMINISTRATIVE (901)		
PRELIMINARY ENGINEERING (902)		
CONSTRUCTION ENGINEERING (903)		
RIGHT-OF-WAY (904)		
Roadway (905):	$25,144.70	$18,430.55
Drainage (906):	$5,320.00	$1,296.00

Total to Date

Roadway (903): $43,575.25
Drainage (904): $6,616.00
Total $50,191.25

Prepared and Checked By:

Signature:

Printed Name: Jose A. Sanchez

Date: 07/02/2009

Valley Paving, Inc Contractor Name
04-06-2009 Starting Date
08-03-2009 Project Ending Date
10% Retainage Percent

Application No. 2
Application Date: 07-06-2009
Period To: 06-16-2009
Engineer Firm: TEDSI Infrastructure Group

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-865	Dimas #1	$58,230.30	$50,191.25	$30,464.70	$19,726.55			$50,191.25	$0.00	$5,019.13	$45,172.13	$50,191.25	$17,753.89

Prepared and Checked By:

Signature: Jose A. Sanchez

Printed Name: Jose A. Sanchez

Date: 07/06/2009

AI-16312 **10.D.**

Application for Payment #1 El Charro #2 in Pct. #2

CC CONSENT

Date:	07/14/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $59,772.50 from Alvarez Construction contracted vendor for El Charro # 2 Subdivision as reviewed and submitted by project engineer, R. Gutierrez Engineering Corporation-C-CAP-09-001-04-21.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-240-1-733

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

BUDGETARY IMPACT:

Available amount in PO#622455 is $194,300.50

Attachments

Link: Application for Payment #1 El Charro No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/08/2009 03:50 PM	APRV
2	Purchasing Department	Marty Salazar	07/08/2009 04:43 PM	APRV
3	Budget & Management	Erika Zamora	07/08/2009 04:54 PM	APRV
4	Roland Garcia	Rolando Garcia	07/09/2009 11:52 AM	APRV
5	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Marcie Jackson Started On: 07/01/2009 04:20 PM

Final Approval Date: 07/10/2009

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Alvarez Construction (CONTRACTOR)
Contract: C-CAP-09-001-04-21
Project: El Charro #2
OWNER's Contract No. C-CAP-09-001-04-21 ENGINEER's Project No. ENG05.012K
For Work accomplished through the date of: 19-Jun-2009

1.	Original Contract Price:		$ 194,300.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 194,300.50
4.	Total completed and stored to date:		$ 66,414.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 6,641.40	
	10% of stored material:	$ -	
	Total Retainage:		$ 6,641.40
6.	Total completed and stored to date less retainage (4 minus 5):		$ 59,772.60
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ 127,886.50
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 59,772.60

Accompanying Documentation:

REQ# 153732 P.O.# 622455
9-1311-431-00-122-240-1-733→$66,414.00
<6,641.40> = $59,772.60

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 19-Jun-09 Alvarez Construction
CONTRACTOR
By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 1st day of July
Norma Vera
Notary Public
My Commission expires: March 10,2013

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

INVOICE RECEIVED BY: Marcel Jacks ON 7/1/09
GOODS/SERVICES RECEIVED BY: Marcel Jacks ON 7/1/09

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 19-Jun-09 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: Jan J. Gut P.E 6/30/09

Contractor Name:	Alvarez Construction
Starting Date:	8-May-2009
Project Ending Date:	22-Jul-2009
Retainage Percent:	10%

Application:	PMT #1
Application Date:	19-Jun-2009
Period To:	19-Jun-2009
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-001-04-21	El Charro #2	$ 194,300.50	$ 66,414.00	$ 6,641.40	$ 59,772.60	$ 66,414.00	$ 6,641.40	$ 59,772.60	$ -	$ 127,886.50
	TOTALS:	**$ 194,300.50**	**$ 66,414.00**	**$ 6,641.40**	**$ 59,772.60**	**$ 66,414.00**	**$ 6,641.40**	**$ 59,772.60**	**$ -**	**$ 127,886.50**

Contractor Name:	Alvarez Construction
Starting Date:	8-May-2009
Project Ending Date:	22-Jul-2009
Engineer's / County Project Desc:	El Charro #2

Application:	PMT #1
Application Date:	19-Jun-2009
Period To:	19-Jun-2009
Engineer's / County Project No.:	ENG05.012K

				Original Schedule Value			Application #1				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1	402	Trench Excavation Protection	LF	$ 4.00	870.00	$ 3,480.00	591.00	591.00	$ 2,364.00	$ 2,364.00	279.00	$ 1,116.00
2	432	Concrete Riprap (CL C)	CY	$ 500.00	5.00	$ 2,500.00		-	$ -	$ -	5.00	$ 2,500.00
3	464	RCP (CL III)(18")	LF	$ 30.00	291.00	$ 8,730.00	291.00	291.00	$ 8,730.00	$ 8,730.00	0.00	$ -
4	464	RCP (CL III)(24")	LF	$ 40.00	383.00	$ 15,320.00	383.00	383.00	$ 15,320.00	$ 15,320.00	0.00	$ -
5	464	RCP (CL III)(30")	LF	$ 45.00	308.00	$ 13,860.00		-	$ -	$ -	308.00	$ 13,860.00
6	465	Inlet (Ty A)	EA	$ 4,000.00	9.00	$ 36,000.00	7.00	7.00	$ 28,000.00	$ 28,000.00	2.00	$ 8,000.00
7	465	Inlet (Ty C)	EA	$ 4,000.00	1.00	$ 4,000.00	1.00	1.00	$ 4,000.00	$ 4,000.00	0.00	$ -
8	465	Inlet (Ty F2)	EA	$ 6,000.00	3.00	$ 18,000.00		-	$ -	$ -	3.00	$ 18,000.00
9	465	Manhole (Ty A)	EA	$ 3,000.00	1.00	$ 3,000.00		-	$ -	$ -	1.00	$ 3,000.00
10	467	Safety End Treatments (6:1)	EA	$ 2,000.00	4.00	$ 8,000.00	4.00	4.00	$ 8,000.00	$ 8,000.00	0.00	$ -
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 6.50	9,887.00	$ 64,265.50		-	$ -	$ -	9,887.00	$ 64,265.50
12	529	Concrete Valley Gutter (4-Ft)	LF	$ 18.00	420.00	$ 7,560.00		-	$ -	$ -	420.00	$ 7,560.00
13	530	Driveways (CONCRETE)	SY	$ 27.00	355.00	$ 9,585.00		-	$ -	$ -	355.00	$ 9,585.00
		Total				$ 194,300.50			$ 66,414.00			$ 127,886.50

Printed Name: Javier Gutierrez Date: 19-Jun-2009

Signature:

AI-16424 **10.E.**

Pct 3-Request for Pymt No. 8-AGA, Inc-C-07-398-10-09
CC CONSENT

Date:	07/14/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Payment No. 8 in the amount of $2,261.82, from Alcocer Garcia Associates, Inc., contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3". C-07-398-10-09

BACKGROUND

Request for Pmt #8-AGA Inc

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1302-451-22-123-068-0-720

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

BUDGETARY IMPACT:

Available funds in P.O. #594477 as of 7/09/09 is $16,038.38.

Attachments

Link: Request for Pmt #8-AGA Inc-Pct 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 10:23 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:43 AM	APRV
3	Perla Lopez	Perla Lopez	07/09/2009 11:15 AM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Letty Saenz Started On: 07/08/2009 04:21 PM

Final Approval Date: 07/10/2009

ARCHITECTS PROFESSIONAL SERVICES

131451
594477

REQUEST FOR PAYMENT NO. 8

TO OWNER: COUNTY OF HIDALGO, TEXAS
100 E. Cano, 2nd Floor, Edinburg, TX 78539
PROJECT NAME: PRECINCT 3 MEETING HALL/PAVILION
CONTRACT NO.: C-07- P.O. NO.: 594477
FROM: ALCÓCER GARCIA ASSOCIATES, INC. (EIN:26-4262500)
ADDRESS: 1333 E. JASMINE AVENUE, McALLEN, TX 78501

Basic Services Contract Amt.: $ 82,248.07

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	$8,224.80	100%	$8,224.80	$8,224.80	$0.00
Design Development Phase 10 %	$8,224.80	100%	$8,224.80	$8,224.80	$0.00
Construction Documents Phase 50%	$41,124.05	100%	$41,124.05	$41,124.05	$0.00
Bidding Phase 5%	$4,112.40	100%	$4,112.40	$4,112.40	$0.00
Construction Phase 25%	$20,562.02	33%	$6,785.46	$4,523.64	$2,261.82
Additional Services	$0.00				$0.00
Reimbursable Expenses	$3,432.55	100%	$3,432.55	$3,432.55	$0.00
TOTAL	$85,680.62		$68,471.51	$69,642.24	$2,261.82

ertify that the above is true and correct to the
st of my knowledge.

George A. Garcia
AGA, Inc.

June 30, 2009
DATE

INVOICE RECEIVED BY Owner Date
_____ON_____
GOODS/SERVICES RECEIVED BY
_____ON_____

AI-16422 **10.F.**

Application for Payment No. 2 El Monte Subd. Pct. No. 1
CC CONSENT

Date:	07/14/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 2 in the amount of $39,991.95 from Valley Paving, Inc. contracted vendor for El Monte Subdivision submitted by TEDSI Infrastructure Group. CAP-08-032-03-31

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-245-1-731/733

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

BUDGETARY IMPACT:

P.O.# 621820 for Valley Paving, Inc.

Amount available for obj. 733 $11,663.50 as of 7-9-09.
Amount available for obj. 731 $32,772.00 as of 7-9-09.

Attachments

Link: Application for Payment No. 2 El Monte Subd.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/08/2009 04:24 PM	APRV
2	Purchasing Department	Marty Salazar	07/09/2009 10:21 AM	APRV
3	Budget & Management	Erika Zamora	07/09/2009 10:39 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/09/2009 02:42 PM	APRV
5	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Marcie Jackson Started On: 07/08/2009 03:53 PM

Final Approval Date: 07/10/2009

AI-16422 7/14/09

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)

From: VALLEY PAVING, INC, (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD &DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"

OWNER's Contract No. CAP-08-032-03-31 ENGINEER's Project No. 2C-1080-245

For Work accomplished through the date of: 06-11-2009 .

1. Original Contract Price:		$ 102,706.00
2. Net change by Change Orders and Written Amendments (+ or -):		$ 2,330.00
3. Current Contract Price (1 plus 2):		$ 105,036.00
4. Total completed and stored to date:		$ 105,036.00
5. Retainage (per Agreement):		
10 % of completed Work:	$ 10,503.60	
% of stored material:	$ 0.00	
Total Retainage:		$ 10,503.60
6. Total completed and stored to date less retainage (4 minus 5):		$ 94,532.40
7. Less previous Application for Payments:		$ 54,540.45
8. DUE THIS APPLICATION (6 MINUS 7):		$ 39,991.95

Accompanying Documentation:

CONTRAC

REQ# 154067 P.O.# 621820

9-1311-431-00-121-245-1-731→=$32,772.00 <3,277.20 =$29,494.80

9-1311-431-00-121-245-1-733→=$11,663.50 <1,166.35 =$10,497.15

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated June 25, 2009

VALLEY PAVING, INC.
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 25th day of June, 2009

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 07/02/2009

TEDSI Infrastructure Group
ENGINEER

By: _____

INVOICE RECEIVED BY: Marcie Jacks ON 7/8/09

GOODS/SERVICES RECEIVED BY: Marcie Jacks ON 7/8/09

Valley Paving, Inc Contractor Name
04-06-2009 Starting Date
08-03-2009 Project Ending Date
10% Retainage Percent

Application No. 2
Application Date: 07-06-2009
Period To: 06-11-2009
Engineer Firm: TEDSI Infrastructure Group

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-245	El Monte	$102,706.00	$105,036.00	$60,600.50	$44,435.50			$105,036.00	$0.00	$10,503.60	$94,532.40	$105,036.00	$39,991.95

Prepared and Checked By:

Signature: [signature]

Printed Name: Jose A. Sanchez

Date: 07/06/2009

Estimate Quantity Update Worksheet

Date: June 25, 2009

Colonia: El Monte Subdivision
Roadway: Ruiz and Sanchez
Control: 2C-1080-245
Project No: CAP-08-032-03-31
County: Hidalgo County Precinct No.1
Est. No: 2

Contractor: Valley Paving, Inc
Contract Price: $105,036.00
Work Done this Mo.: $44,435.50
% Complete: 100.00%

Date Began: April 6, 2009
Contract Time: 120
Time Charged: 67
% Time Used: 55.83%

Work Type: Paving and Drainage
Limits:
From:
To:

						April 6, 2009 - April 28 2009			April 29, 2009 - June 11, 2009		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE										
	(902) PRELIMINARY ENGINEERING										
	(903) CONSTRUCTION ENGINEERING										
	(904) RIGHT-OF-WAY										
	(905) ROADWAY CONSTRUCTION										
100	PREP R.O.W.	STA	17.21	$150.00	$2,581.50	17.210	17.210	$2,581.50	0.000	0	$0.00
134	Backfill (TY B)	STA	17.21	$100.00	$1,721.00	17.210	17.210	$1,721.00	0.000	0	$0.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	892	$43.25	$38,579.00	892.000	892.000	$38,579.00	0.000	0	$0.00
310	ASPH MATRL (MC-30)	GAL	956	$4.25	$4,063.00	0.000	0	$0.00	956.000	956.000	$4,063.00
340	ASPH Concrete (TY D)	TON	392	$69.00	$27,048.00	0.000	0	$0.00	392.000	392.000	$27,048.00
500	Mobilization	LS	1	$2,850.00	$2,850.00	1.000	1.000	$2,850.00	0.000	0	$0.00
502	Barricades, Signs and Traffic Handling	MO	2	$250.00	$500.00	1.000	1.000	$250.00	1.000	2.000	$250.00
530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	192	$12.25	$2,352.00	96.000	96.000	$1,176.00	96.000	192.000	$1,176.00
2500	EN-1 TREATED FLEX BASE	SY	5354	$0.50	$2,677.00	5354.000	5354.000	$2,677.00	0.000	0	$0.00
2500	EN-1 ROADBOND	GAL	30	$88.20	$2,646.00	30.000	30.000	$2,646.00	0.000	0	$0.00
5249	Temporary Sediment Control Fence	LF	100	$1.85	$185.00	0.000	0	$0.00	100.000	100.000	$185.00
5249	Temporary Sediment Control Fence (Remove)	LF	100	$0.50	$50.00	0.000	0	$0.00	100.000	100.000	$50.00
	(906) DRAINAGE										
530	Driveways (CONC.)(4")	SY	77	$37.50	$2,887.50	0.000	0	$0.00	77.000	77.000	$2,887.50
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	586	$11.00	$6,446.00	0.000	0	$0.00	586.000	586.000	$6,446.00
556	15" Corrugated ADS Pipe	LF	580	$14.00	$8,120.00	580.000	580.000	$8,120.00	0.000	0	$0.00
	CHANGE ORDER # 1										
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	110	$11.00	$1,210.00	0.000	0	$0.00	110.000	110.000	$1,210.00
556	15" Corrugated ADS Pipe	LF	80	$14.00	$1,120.00	0.000	0	$0.00	80.000	80.000	$1,120.00

Monthly Totals:	$60,600.50	$44,435.50
ADMINISTRATIVE (901)		
PRELIMINARY ENGINEERING (902)		
CONSTRUCTION ENGINEERING (903)		
RIGHT-OF-WAY (904)		
Roadway (905):	$52,480.50	$32,772.00
Drainage (906):	$8,120.00	$11,663.50

Total to Date
Roadway (905): $85,252.50
Drainage (906): $19,783.50
Total $105,036.00

Prepared and Checked By:

Signature:

Printed Name: Jose A. Sanchez

Date: 07/02/2009

AI-16405 **10.G.**

Flat Rate Wireless Services to Include Equipment for Hidalgo County
CC CONSENT

Date:	07/14/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to extend bid opening date through advertisement for: Request for Bids for "Flat Rate Wireless Services including Equipment for Hidalgo County from July 15, 2009 to August 5, 2009 due to modifications by IT Dept. for project-Bid No. 2009-231.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: obj. 532 & 664 All Depts Co. wide

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

BUDGETARY IMPACT:

Funding source obj code for wireless devices services is 532
Funding source obj. code for purchase of cell phone and/or wireless equipment is 664

Please refer to attached expense report (all depts) as of 7-9-09 for funding availability.

Attachments

Link: Draft Specifications

Link: Expense report as of 7-9-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 09:46 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:28 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/09/2009 04:19 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Gricelda Villarreal Started On: 07/08/2009 01:58 PM

Final Approval Date: 07/10/2009

EXHIBIT "A"

HIDALGO COUNTY

REQUEST FOR BIDS
"FLAT RATE WIRELESS SERVICESTO 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: SCOPE OF SERVICES

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. Hidalgo County requires a plan with one (1) flat fee which will include, but not limited to, the following:
   - no activation fees,
   - no termination fee,
   - no contracts,
   - no roaming charges
   - no added surcharges or fee(s) that the federal government does not allow;
   - Unlimited voice calls
   - Unlimited text messaging
   - Unlimited US Long distance
   - Free voice mail;
   - Free caller ID;
   - Free call waiting;
   - Free call forwarding;

3. Hidalgo County requires a thirty (30) business days (trial demonstration) to insure availability of reception of all incoming and outgoing calls throughout Rio Grande Valley Area and Highway coverage to Austin before awarding bid;

4. Thirty (30) day term billing:
   - Month to month billing;

- Hidalgo County requires 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 (Motorola ic502);

7. Vendor must provide a list with cost of equipment, equipment protection plans and/or accessories available for purchase;

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.

9. Vendor must describe in detail, procedures used to address emergency calls and any other procedures used to alleviate special problems which may arise with the services or hardware.

SECTION II: TERMS

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-2009-231-07-15CGV, "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,_____, **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,_____**.

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-412-00-001-001-0-664	92ND DC-OTHER MINOR EQUIPMENT	1,400.00	1,016.34	.00	.00	1,016.34	.00
001		**1,400.00**	**1,016.34**	**.00**	**.00**	**1,016.34**	**.00**
001							
9-1100-412-00-002-001-0-532	93RD DC-WIRELESS DEVICES	300.00	300.00	.00	.00	300.00	.00
9-1100-412-00-002-001-0-664	93RD DC-OTHER MINOR EQUIPMENT	2,500.00	4,324.23	.00	4,206.76	117.47	97.28
001		**2,800.00**	**4,624.23**	**.00**	**4,206.76**	**417.47**	**90.97**
001							
9-1100-412-00-004-001-0-664	206TH DC-OTHER MINOR EQUIPMENT	300.00	300.00	.00	.00	300.00	.00
001		**300.00**	**300.00**	**.00**	**.00**	**300.00**	**.00**
001							
9-1100-412-00-005-001-0-664	275TH DC-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
001		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
001							
9-1100-412-00-006-001-0-664	332ND DC-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
001		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
001							
9-1100-412-00-009-001-0-664	398TH DC-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
003							
9-1100-412-00-009-003-0-532	INDIGENT DEFENSE-WIRELESS DEVICES	.00	475.00	.00	284.11	190.89	59.81
003		**.00**	**475.00**	**.00**	**284.11**	**190.89**	**59.81**
001							
9-1100-412-00-010-001-0-664	430TH DC-OTHER MINOR EQUIPMENT	1,000.00	579.66	.00	.00	579.66	.00
001		**1,000.00**	**579.66**	**.00**	**.00**	**579.66**	**.00**
001							
9-1100-412-00-011-001-0-664	449TH DC-OTHER MINOR EQUIPMENT	1,400.00	1,400.00	.00	.00	1,400.00	.00
001		**1,400.00**	**1,400.00**	**.00**	**.00**	**1,400.00**	**.00**
001							
9-1100-412-00-022-001-0-664	CCL#2-OTHER MINOR EQUIPMENT	703.72	703.72	.00	.00	703.72	.00
001		**703.72**	**703.72**	**.00**	**.00**	**703.72**	**.00**
001							
9-1100-412-00-024-001-0-664	CCL#4-OTHER MINOR EQUIPMENT	250.00	250.00	.00	.00	250.00	.00
001		**250.00**	**250.00**	**.00**	**.00**	**250.00**	**.00**
001							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-412-00-025-001-0-664	CCL#5-OTHER MINOR EQUIPMENT	.00	89.48	.00	89.48	.00	100.00
001		**.00**	**89.48**	**.00**	**89.48**	**.00**	**100.00**
001							
9-1100-412-00-026-001-0-664	CCL#6-OTHER MINOR EQUIPMENT	200.00	500.00	479.91	.00	20.09	95.98
001		**200.00**	**500.00**	**479.91**	**.00**	**20.09**	**95.98**
001							
9-1100-412-00-032-001-0-664	MASTER CRT II-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
001							
9-1100-412-00-045-001-0-664	AUXILIARY COURT-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
001							
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
001		**900.00**	**900.00**	**.00**	**96.97**	**803.03**	**10.77**
001							
9-1100-412-00-062-001-0-664	JP PCT 1/PL 2-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
001		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
001							
9-1100-412-00-064-001-0-664	JP PCT 2/PL 2-OTHER MINOR EQUIPMENT	1,000.00	500.00	.00	.00	500.00	.00
001		**1,000.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
001							
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
9-1100-412-00-066-001-0-664	JP PCT 3/PL 2-OTHER MINOR EQUIPMENT	860.00	560.00	.00	.00	560.00	.00
001		**2,348.29**	**2,048.29**	**.00**	**154.17**	**1,894.12**	**7.53**
001							
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
9-1100-412-00-068-001-0-664	JP PCT 4/PL 2-OTHER MINOR EQUIPMENT	600.00	.00	.00	.00	.00	.00
001		**1,511.00**	**911.00**	**.00**	**381.78**	**529.22**	**41.91**
002							
9-1100-412-00-080-002-0-664	CRIM DA-OTHER MINOR EQUIPMENT	5,000.00	1,400.00	.00	.00	1,400.00	.00
002		**5,000.00**	**1,400.00**	**.00**	**.00**	**1,400.00**	**.00**
001							
9-1100-412-00-090-001-0-532	DIST CLERK-WIRELESS DEVICES	.00	732.94	495.00	187.93	50.01	93.18
9-1100-412-00-090-001-0-664	DIST CLERK-OTHER MINOR EQUIPMENT	3,060.00	9,263.96	4,820.72	2,197.93	2,245.31	75.76

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
001		**3,060.00**	**9,996.90**	**5,315.72**	**2,385.86**	**2,295.32**	**77.04**
001							
9-1100-412-20-080-001-0-664	GRAND JURY-OTHER MINOR EQUIPMENT	2,500.00	2,500.00	.00	.00	2,500.00	.00
001		**2,500.00**	**2,500.00**	**.00**	**.00**	**2,500.00**	**.00**
003							
9-1100-412-30-085-003-0-664	PUBLIC DEFENDER-OTHER MINOR EQUIPMENT	900.00	900.00	.00	.00	900.00	.00
003		**900.00**	**900.00**	**.00**	**.00**	**900.00**	**.00**
006							
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
9-1100-413-00-110-006-0-664	CO JUDGE-OTHER MINOR EQUIPMENT	.00	2,200.00	.00	355.97	1,844.03	16.18
006		**1,000.00**	**3,605.00**	**.00**	**1,036.18**	**2,568.82**	**28.74**
001							
9-1100-414-00-130-001-0-532	ELECTIONS DEPT-WIRELESS DEVICES	30,000.00	30,268.00	5,992.82	3,512.13	20,763.05	31.40
9-1100-414-00-130-001-0-664	ELECTIONS DEPT-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	.00	.00	5,000.00	.00
001		**35,000.00**	**35,268.00**	**5,992.82**	**3,512.13**	**25,763.05**	**26.95**
001							
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
9-1100-415-00-200-001-0-664	INFO TECH DEPT-OTHER MINOR EQUIPMENT	7,000.00	7,000.00	.00	970.95	6,029.05	13.87
001		**39,000.00**	**45,200.00**	**.00**	**5,768.09**	**39,431.91**	**12.76**
002							
9-1100-415-00-200-002-0-664	IT COUNTYWIDE-OTHER MINOR EQUIPMENT	10,500.00	10,500.00	.00	980.00	9,520.00	9.33
002		**10,500.00**	**10,500.00**	**.00**	**980.00**	**9,520.00**	**9.33**
001							
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
9-1100-415-14-115-001-0-664	DBM-BUDGET DIV-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	49.38	.00	950.62	4.94
001		**1,800.00**	**2,125.00**	**49.38**	**673.75**	**1,401.87**	**34.03**
001							
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
9-1100-415-15-140-001-0-664	TAX OFF-OTHER MINOR EQUIPMENT	10,000.00	10,000.00	50.00	4,197.66	5,752.34	42.48
001		**18,000.00**	**18,700.00**	**6,583.13**	**4,818.11**	**7,298.76**	**60.97**
001							
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
9-1100-415-18-160-001-0-664	PURCHASING-OTHER MINOR EQUIPMENT	800.00	800.00	.00	119.91	680.09	14.99
001		**2,800.00**	**2,800.00**	**155.23**	**514.68**	**2,130.09**	**23.93**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-415-21-170-001-0-532	CO AUDITOR-WIRELESS DEVICES	.00	1,500.00	880.00	291.71	328.29	78.11
9-1100-415-21-170-001-0-664	CO AUDITOR-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	.00	.00	5,000.00	.00
001		**5,000.00**	**6,500.00**	**880.00**	**291.71**	**5,328.29**	**18.03**
001							
9-1100-415-40-180-001-0-532	CO CLERK-WIRELESS DEVICES	.00	245.00	.00	144.87	100.13	59.13
9-1100-415-40-180-001-0-664	CO CLERK-OTHER MINOR EQUIPMENT	2,000.00	2,000.00	.00	.00	2,000.00	.00
001		**2,000.00**	**2,245.00**	**.00**	**144.87**	**2,100.13**	**6.45**
002							
9-1100-415-40-180-002-0-664	CO CLERK RECORD ARCHIVE-OTHER MINOR EQUI	2,000.00	2,000.00	23.54	744.46	1,232.00	38.40
002		**2,000.00**	**2,000.00**	**23.54**	**744.46**	**1,232.00**	**38.40**
001							
9-1100-415-50-190-001-0-664	CIVIL SERVICE-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
002							
9-1100-415-50-190-002-0-532	HUMAN RESOURCES-WIRELESS DEVICES	500.00	500.00	.00	184.63	315.37	36.93
002		**500.00**	**500.00**	**.00**	**184.63**	**315.37**	**36.93**
001							
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
9-1100-419-10-210-001-0-664	PLANNING DEPT-OTHER MINOR EQUIPMENT	460.00	460.00	100.00	272.76	87.24	81.03
001		**8,259.88**	**8,259.88**	**100.00**	**1,557.15**	**6,602.73**	**20.06**
069							
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
9-1100-419-40-115-069-0-664	CRTHSE PK LOT-OTHER MINOR EQUIPMENT	1,500.00	1,500.00	50.00	.00	1,450.00	3.33
069		**3,650.00**	**3,650.00**	**50.00**	**465.57**	**3,134.43**	**14.13**
001							
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-WIRELESS DEVICES	15,000.00	16,800.00	2,193.41	5,514.93	9,091.66	45.88
9-1100-419-40-220-001-0-664	GEN GOVT BLDG-OTHER MINOR EQUIPMENT	35,000.00	35,000.00	2,987.48	4,419.09	27,593.43	21.16
001		**50,000.00**	**51,800.00**	**5,180.89**	**9,934.02**	**36,685.09**	**29.18**
002							
9-1100-419-40-220-002-0-664	BLDG MINOR ST-OTHER MINOR EQUIPMENT	6,000.00	6,000.00	.00	3,042.86	2,957.14	50.71
002		**6,000.00**	**6,000.00**	**.00**	**3,042.86**	**2,957.14**	**50.71**
059							
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
9-1100-419-50-115-059-0-664	DBM-SAFETY DIV-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	279.98	720.02	28.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
059							
059		**9,500.00**	**9,500.00**	**.00**	**1,725.87**	**7,774.13**	**18.17**
028							
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
028		**3,000.00**	**3,000.00**	**.00**	**943.07**	**2,056.93**	**31.44**
001							
9-1100-421-00-280-001-0-532	SHERIFF-WIRELESS DEVICES	.00	9,455.07	3,187.26	2,581.92	3,685.89	61.02
9-1100-421-00-280-001-0-664	SHERIFF-OTHER MINOR EQUIPMENT	37,481.00	35,530.00	2,056.67	3,163.39	30,309.94	14.69
001		**37,481.00**	**44,985.07**	**5,243.93**	**5,745.31**	**33,995.83**	**24.43**
001							
9-1100-421-00-291-001-0-532	CONSTABLE PCT.1-WIRELESS DEVICES	.00	5,500.00	.00	.00	5,500.00	.00
9-1100-421-00-291-001-0-664	CONSTABLE PCT.1-OTHER MINOR EQUIPMENT	2,000.00	2,000.00	.00	679.00	1,321.00	33.95
001		**2,000.00**	**7,500.00**	**.00**	**679.00**	**6,821.00**	**9.05**
001							
9-1100-421-00-292-001-0-532	CONSTABLE PCT.2-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-421-00-292-001-0-664	CONSTABLE PCT.2-OTHER MINOR EQUIPMENT	2,500.00	1,200.00	.00	.00	1,200.00	.00
001		**2,500.00**	**1,700.00**	**.00**	**.00**	**1,700.00**	**.00**
001							
9-1100-421-00-293-001-0-532	CONSTABLE PCT.3-WIRELESS DEVICES	.00	1,309.85	.00	606.87	702.98	46.33
9-1100-421-00-293-001-0-664	CONSTABLE PCT.3-OTHER MINOR EQUIPMENT	1,500.00	1,500.00	.00	.00	1,500.00	.00
001		**1,500.00**	**2,809.85**	**.00**	**606.87**	**2,202.98**	**21.60**
001							
9-1100-421-00-294-001-0-532	CONSTABLE PCT.4-WIRELESS DEVICES	250.00	250.00	.00	79.43	170.57	31.77
9-1100-421-00-294-001-0-664	CONSTABLE PCT.4-OTHER MINOR EQUIPMENT	1,279.00	1,279.00	900.00	.00	379.00	70.37
001		**1,529.00**	**1,529.00**	**900.00**	**79.43**	**549.57**	**64.06**
001							
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
9-1100-421-00-295-001-0-664	CONSTABLE PCT.5-OTHER MINOR EQUIPMENT	2,100.00	2,100.00	.00	.00	2,100.00	.00
001		**3,500.00**	**3,500.00**	**.00**	**82.47**	**3,417.53**	**2.36**
001							
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
9-1100-422-10-300-001-0-664	EMERG SRVS-FM-OTHER MINOR EQUIPMENT	4,500.00	11,585.00	.00	5,053.29	6,531.71	43.62
001		**9,175.00**	**28,420.00**	**3,629.22**	**5,768.64**	**19,022.14**	**33.07**
002							
9-1100-423-21-280-002-0-664	JAIL-OTHER MINOR EQUIPMENT	30,000.00	30,000.00	3,058.21	1,304.49	25,637.30	14.54

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
002							
002		**30,000.00**	**30,000.00**	**3,058.21**	**1,304.49**	**25,637.30**	**14.54**
001							
9-1100-423-32-330-001-0-532	JUV DET HM-WIRELESS DEVICES	.00	310.00	.00	.00	310.00	.00
9-1100-423-32-330-001-0-664	JUV DET HM-OTHER MINOR EQUIPMENT	1,000.00	4,000.00	.00	1,931.30	2,068.70	48.28
001		**1,000.00**	**4,310.00**	**.00**	**1,931.30**	**2,378.70**	**44.81**
002							
9-1100-423-60-330-002-0-532	JUV PROB-WIRELESS DEVICES	.00	82.72	.00	.00	82.72	.00
9-1100-423-60-330-002-0-664	JUV PROB-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
002		**1,000.00**	**1,082.72**	**.00**	**.00**	**1,082.72**	**.00**
023							
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
9-1100-429-00-300-023-0-664	EMERG SRVS-EM-OTHER MINOR EQUIPMENT	.00	1,273.13	915.00	.00	358.13	71.87
023		**12,000.00**	**19,950.00**	**11,120.88**	**4,997.52**	**3,831.60**	**80.79**
001							
9-1100-432-00-121-001-0-532	PCT1 SANITATION-WIRELESS DEVICES	.00	240.00	.00	.00	240.00	.00
9-1100-432-00-121-001-0-664	PCT1 SANITATION-OTHER MINOR EQUIPMENT	4,000.00	3,089.45	718.00	1,787.21	584.24	81.09
001		**4,000.00**	**3,329.45**	**718.00**	**1,787.21**	**824.24**	**75.24**
001							
9-1100-432-00-122-001-0-532	PCT2 SANITATION-WIRELESS DEVICES	.00	690.00	.00	.00	690.00	.00
9-1100-432-00-122-001-0-664	PCT2 SANITATION-OTHER MINOR EQUIPMENT	1,500.00	4,500.00	1,593.36	.00	2,906.64	35.41
001		**1,500.00**	**5,190.00**	**1,593.36**	**.00**	**3,596.64**	**30.70**
001							
9-1100-432-00-123-001-0-532	PCT3 SANITATION-WIRELESS DEVICES	1,500.00	2,544.00	1,356.27	905.59	282.14	88.91
9-1100-432-00-123-001-0-664	PCT3 SANITATION-OTHER MINOR EQUIPMENT	3,000.00	3,000.00	896.00	1,826.95	277.05	90.77
001		**4,500.00**	**5,544.00**	**2,252.27**	**2,732.54**	**559.19**	**89.91**
001							
9-1100-432-00-124-001-0-532	PCT4 SANITATION-WIRELESS DEVICES	.00	826.00	258.00	258.00	310.00	62.47
9-1100-432-00-124-001-0-664	PCT4 SANITATION-OTHER MINOR EQUIPMENT	1,600.00	1,600.00	.00	.00	1,600.00	.00
001		**1,600.00**	**2,426.00**	**258.00**	**258.00**	**1,910.00**	**21.27**
001							
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
9-1100-441-00-340-001-0-664	HEALTH ADM-OTHER MINOR EQUIPMENT	9,000.00	4,851.00	279.96	.00	4,571.04	5.77
001		**24,000.00**	**21,866.00**	**10,924.45**	**2,555.51**	**8,386.04**	**61.65**
003							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
003							
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
9-1100-441-00-340-003-0-664	HEALTH CLINICS-OTHER MINOR EQUIPMENT	2,000.00	2,000.00	.00	.00	2,000.00	.00
003		**3,500.00**	**7,000.00**	**750.09**	**464.91**	**5,785.00**	**17.36**
001							
9-1100-444-00-240-001-0-664	HUMAN SERVICES-OTHER MINOR EQUIPMENT	2,700.00	700.00	.00	.00	700.00	.00
001		**2,700.00**	**700.00**	**.00**	**.00**	**700.00**	**.00**
001							
9-1100-444-00-370-001-0-664	VETERAN'S SRV-OTHER MINOR EQUIPMENT	480.00	480.00	.00	.00	480.00	.00
001		**480.00**	**480.00**	**.00**	**.00**	**480.00**	**.00**
001							
9-1100-461-00-380-001-0-664	TX AGRILIFE EXT-OTHER MINOR EQUIPMENT	400.00	400.00	.00	.00	400.00	.00
001		**400.00**	**400.00**	**.00**	**.00**	**400.00**	**.00**
050							
9-1100-466-00-121-050-0-664	PCT1 CRC-OTHER MINOR EQUIPMENT	.00	1,400.00	.00	.00	1,400.00	.00
050		**.00**	**1,400.00**	**.00**	**.00**	**1,400.00**	**.00**
018							
9-1100-466-00-122-018-0-532	PCT2 CRC-TWO-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-466-00-122-018-0-664	PCT2 CRC-OTHER MINOR EQUIPMENT	1,416.00	1,416.00	.00	349.00	1,067.00	24.65
018		**1,416.00**	**1,916.00**	**.00**	**349.00**	**1,567.00**	**18.22**
082							
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
9-1100-466-00-122-082-0-664	PCT2 CRC (S.TOWER)-OTHER MINOR EQUIP	1,899.00	10,899.00	3,372.85	7,316.39	209.76	98.08
082		**1,899.00**	**12,264.00**	**3,732.67**	**7,316.39**	**1,214.94**	**90.09**
1100 GENERAL FUND		**375,962.89**	**454,049.59**	**68,991.70**	**80,594.87**	**304,463.02**	**32.94**
1200 R&B COUNTYWIDE							
042							
9-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-WIRELESS DEVICES	600.00	600.00	.00	160.77	439.23	26.80
042		**600.00**	**600.00**	**.00**	**160.77**	**439.23**	**26.80**
004							
9-1200-431-00-122-004-0-532	CO SHOP-WIRELESS DEVICES	700.00	700.00	.00	68.26	631.74	9.75
9-1200-431-00-122-004-0-664	CO SHOP-OTHER MINOR EQUIPMENT	1,750.00	1,750.00	429.00	.00	1,321.00	24.51
004		**2,450.00**	**2,450.00**	**429.00**	**68.26**	**1,952.74**	**20.30**
001							
9-1200-431-00-260-001-0-532	R-O-W DEPT-WIRELESS DEVICES	3,000.00	9,000.00	.00	2,343.03	6,656.97	26.03

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTYWIDE							
001							
9-1200-431-00-260-001-0-664	R-O-W DEPT-OTHER MINOR EQUIPMENT	3,000.00	2,100.00	100.00	.00	2,000.00	4.76
001		**6,000.00**	**11,100.00**	**100.00**	**2,343.03**	**8,656.97**	**22.01**
1200 R&B COUNTYWIDE		**9,050.00**	**14,150.00**	**529.00**	**2,572.06**	**11,048.94**	**21.92**
1201 R&B PRECINCT 1							
004							
9-1201-431-00-121-004-0-532	PCT1 RD ADM-WIRELESS DEVICES	.00	3,530.60	.00	872.55	2,658.05	24.71
9-1201-431-00-121-004-0-664	PCT1 RD ADM-OTHER MINOR EQUIPMENT	1,200.00	1,200.00	.00	65.56	1,134.44	5.46
004		**1,200.00**	**4,730.60**	**.00**	**938.11**	**3,792.49**	**19.83**
005							
9-1201-431-00-121-005-0-664	PCT1 P/U RD-OTHER MINOR EQUIPMENT	10,000.00	15,750.00	393.57	4,442.53	10,913.90	30.71
005		**10,000.00**	**15,750.00**	**393.57**	**4,442.53**	**10,913.90**	**30.71**
052							
9-1201-431-00-121-052-0-664	PCT1 DRAIN IMPRV PRJ-OTHER MINOR EQUIP	.00	4,700.00	.00	2,419.06	2,280.94	51.47
052		**.00**	**4,700.00**	**.00**	**2,419.06**	**2,280.94**	**51.47**
1201 R&B PRECINCT 1		**11,200.00**	**25,180.60**	**393.57**	**7,799.70**	**16,987.33**	**32.54**
1202 R&B PRECINCT 2							
005							
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
9-1202-431-00-122-005-0-664	PCT2 RD ADM-OTHER MINOR EQUIPMENT	575.00	575.00	429.00	.00	146.00	74.61
005		**3,075.00**	**3,130.00**	**484.00**	**1,045.07**	**1,600.93**	**48.85**
006							
9-1202-431-00-122-006-0-532	PCT2 P/U RD-WIRELESS DEVICES	.00	4,000.00	.00	.00	4,000.00	.00
9-1202-431-00-122-006-0-664	PCT2 P/U RD-OTHER MINOR EQUIPMENT	8,000.00	8,000.00	2,025.00	228.00	5,747.00	28.16
006		**8,000.00**	**12,000.00**	**2,025.00**	**228.00**	**9,747.00**	**18.78**
1202 R&B PRECINCT 2		**11,075.00**	**15,130.00**	**2,509.00**	**1,273.07**	**11,347.93**	**25.00**
1203 R&B PRECINCT 3							
004							
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
9-1203-431-00-123-004-0-664	PCT3 RD ADM-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
004		**9,000.00**	**11,230.26**	**6,760.76**	**2,749.46**	**1,720.04**	**84.68**
005							
9-1203-431-00-123-005-0-532	PCT3 P/U RD-WIRELESS DEVICES	.00	8,744.04	700.00	1,343.94	6,700.10	23.38
9-1203-431-00-123-005-0-664	PCT3 P/U RD-OTHER MINOR EQUIPMENT	15,000.00	15,050.00	1,799.00	11,398.01	1,852.99	87.69
005		**15,000.00**	**23,794.04**	**2,499.00**	**12,741.95**	**8,553.09**	**64.05**
1203 R&B PRECINCT 3		**24,000.00**	**35,024.30**	**9,259.76**	**15,491.41**	**10,273.13**	**70.67**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT 4							
005							
9-1204-431-00-124-005-0-664	PCT4 RD ADM-OTHER MINOR EQUIPMENT	800.00	800.00	.00	737.92	62.08	92.24
005		**800.00**	**800.00**	**.00**	**737.92**	**62.08**	**92.24**
007							
9-1204-431-00-124-007-0-532	PCT4 P/U RD-WIRELESS DEVICES	3,000.00	6,915.98	2,138.30	2,532.50	2,245.18	67.54
9-1204-431-00-124-007-0-664	PCT4 P/U RD-OTHER MINOR EQUIPMENT	30,000.00	31,349.95	5,219.43	24,050.86	2,079.66	93.37
007		**33,000.00**	**38,265.93**	**7,357.73**	**26,583.36**	**4,324.84**	**88.70**
036							
9-1204-431-00-124-036-0-664	PCT4 DRAIN IMPRV PRJ-OTHER MINOR EQUIP	.00	4,234.18	.00	2,902.02	1,332.16	68.54
036		**.00**	**4,234.18**	**.00**	**2,902.02**	**1,332.16**	**68.54**
1204 R&B PRECINCT 4		**33,800.00**	**43,300.11**	**7,357.73**	**30,223.30**	**5,719.08**	**86.79**
1211 PARKS PRECINCT 1							
013							
9-1211-452-00-121-013-0-664	PCT1 PARKS-OTHER MINOR EQUIPMENT	8,000.00	6,067.96	.00	2,107.28	3,960.68	34.73
013		**8,000.00**	**6,067.96**	**.00**	**2,107.28**	**3,960.68**	**34.73**
1211 PARKS PRECINCT 1		**8,000.00**	**6,067.96**	**.00**	**2,107.28**	**3,960.68**	**34.73**
1212 PARKS PRECINCT 2							
008							
9-1212-452-00-122-008-0-532	PCT2 PARKS-WIRELESS DEVICES	960.00	960.00	.00	325.77	634.23	33.93
9-1212-452-00-122-008-0-664	PCT2 PARKS-OTHER MINOR EQUIPMENT	6,150.00	6,150.00	685.00	469.97	4,995.03	18.78
008		**7,110.00**	**7,110.00**	**685.00**	**795.74**	**5,629.26**	**20.83**
1212 PARKS PRECINCT 2		**7,110.00**	**7,110.00**	**685.00**	**795.74**	**5,629.26**	**20.83**
1213 PARKS PRECINCT 3							
008							
9-1213-452-00-123-008-0-532	PCT3 PARKS-WIRELESS DEVICES	750.00	1,839.15	922.41	656.74	260.00	85.86
9-1213-452-00-123-008-0-664	PCT3 PARKS-OTHER MINOR EQUIPMENT	2,200.00	13,200.00	.00	7,770.52	5,429.48	58.87
008		**2,950.00**	**15,039.15**	**922.41**	**8,427.26**	**5,689.48**	**62.17**
1213 PARKS PRECINCT 3		**2,950.00**	**15,039.15**	**922.41**	**8,427.26**	**5,689.48**	**62.17**
1214 PARKS PRECINCT 4							
009							
9-1214-452-00-124-009-0-532	PCT4 PARKS-WIRELESS DEVICES	550.00	951.83	327.44	320.56	303.83	68.08
9-1214-452-00-124-009-0-664	PCT4 PARKS-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	1,058.34	886.00	3,055.66	38.89
009		**5,550.00**	**5,951.83**	**1,385.78**	**1,206.56**	**3,359.49**	**43.56**
1214 PARKS PRECINCT 4		**5,550.00**	**5,951.83**	**1,385.78**	**1,206.56**	**3,359.49**	**43.56**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							
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
9-1222-412-00-080-006-0-664	DA BAD CK-OTHER MINOR EQUIPMENT	3,500.00	3,500.00	.00	2,957.67	542.33	84.50
006		**8,500.00**	**8,500.00**	**.00**	**4,288.32**	**4,211.68**	**50.45**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**8,500.00**	**8,500.00**	**.00**	**4,288.32**	**4,211.68**	**50.45**
1223 DISTRICT ATTORNEY INVESTIGATION HB65							
007							
9-1223-412-00-080-007-0-664	DA INVESTIGATION HB65-OTHER MINOR EQUIP	3,500.00	3,500.00	.00	.00	3,500.00	.00
007		**3,500.00**	**3,500.00**	**.00**	**.00**	**3,500.00**	**.00**
1223 DISTRICT ATTORNEY INVESTIGATION HB65		**3,500.00**	**3,500.00**	**.00**	**.00**	**3,500.00**	**.00**
1227 SHERIFF INVESTIGATION HB65							
005							
9-1227-421-00-280-005-0-664	SHRF INVESTIG HB65-OTHER MINOR EQUIPMENT	10,439.67	10,439.67	.00	.00	10,439.67	.00
005		**10,439.67**	**10,439.67**	**.00**	**.00**	**10,439.67**	**.00**
1227 SHERIFF INVESTIGATION HB65		**10,439.67**	**10,439.67**	**.00**	**.00**	**10,439.67**	**.00**
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY							
006							
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
9-1228-421-00-280-006-0-664	SHRF FED SHARING-US TREAS-OTHER MINOR EQ	15,000.00	15,000.00	.00	.00	15,000.00	.00
006		**20,000.00**	**20,000.00**	**.00**	**.00**	**20,000.00**	**.00**
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY		**20,000.00**	**20,000.00**	**.00**	**.00**	**20,000.00**	**.00**
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF							
007							
9-1229-421-00-280-007-0-532	SHRF FED SHARING-USDJ-WIRELESS DEVICES	45,000.00	45,000.00	.00	18,098.96	26,901.04	40.22
9-1229-421-00-280-007-0-664	SHRF FED SHARING-USDJ-OTHER MINOR EQUIP	5,000.00	5,000.00	.00	.00	5,000.00	.00
007		**50,000.00**	**50,000.00**	**.00**	**18,098.96**	**31,901.04**	**36.20**
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF		**50,000.00**	**50,000.00**	**.00**	**18,098.96**	**31,901.04**	**36.20**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
003							
9-1237-415-40-180-003-0-664	CC REC MGMT-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
003		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1242 JUSTICE COURT TECHNOLOGY							
001							
9-1242-412-00-060-001-0-532	JUSTICE CRT TECH-WIRELESS DEVICES	.00	15,425.19	.00	.00	15,425.19	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1242 JUSTICE COURT TECHNOLOGY							
001							
9-1242-412-00-060-001-0-664	JUSTICE CRT TECH-OTHER MINOR EQUIPMENT	16,000.00	16,000.00	.00	.00	16,000.00	.00
001		**16,000.00**	**31,425.19**	**.00**	**.00**	**31,425.19**	**.00**
1242 JUSTICE COURT TECHNOLOGY		**16,000.00**	**31,425.19**	**.00**	**.00**	**31,425.19**	**.00**
1243 PROBATE COURT CONTRIBUTIONS							
002							
9-1243-412-00-023-002-0-664	PROBATE COURT-OTHER MINOR EQUIPMENT	1,000.00	1,000.00	.00	.00	1,000.00	.00
002		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1243 PROBATE COURT CONTRIBUTIONS		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1247 LAW LIBRARY							
001							
9-1247-412-50-100-001-0-664	LAW LIBRARY-OTHER MINOR EQUIPMENT	500.00	500.00	.00	.00	500.00	.00
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1247 LAW LIBRARY		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1252 HIDTA FEDERAL SHARING-US TREASURY							
012							
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
9-1252-412-00-270-012-0-664	HIDTA US TREASURY-OTHER MINOR EQUIPMENT	6,000.00	6,000.00	68.94	1,227.78	4,703.28	21.61
012		**7,000.00**	**10,000.00**	**68.94**	**1,227.78**	**8,703.28**	**12.97**
1252 HIDTA FEDERAL SHARING-US TREASURY		**7,000.00**	**10,000.00**	**68.94**	**1,227.78**	**8,703.28**	**12.97**
1282 DESIGNATED PURPOSE GRANTS LVL 2							
001							
9-1282-412-30-085-001-9-532	PUBLIC DEFENDER-WIRELESS DEVICES	.00	416.17	.00	149.34	266.83	35.88
001		**.00**	**416.17**	**.00**	**149.34**	**266.83**	**35.88**
1282 DESIGNATED PURPOSE GRANTS LVL 2		**.00**	**416.17**	**.00**	**149.34**	**266.83**	**35.88**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
037							
9-1284-421-00-280-037-9-664	OCDE-OTHER MINOR EQUIPMENT	.00	6,000.00	.00	.00	6,000.00	.00
037		**.00**	**6,000.00**	**.00**	**.00**	**6,000.00**	**.00**
051							
9-1284-421-00-280-051-1-664	STONEGARDEN (PALMVIEW)-OTHER MINOR EQUIP	.00	5,000.00	.00	.00	5,000.00	.00
051		**.00**	**5,000.00**	**.00**	**.00**	**5,000.00**	**.00**
063							
9-1284-421-00-280-063-0-532	GCVOFTF II-WIRELESS DEVICES	.00	630.00	.00	.00	630.00	.00
063		**.00**	**630.00**	**.00**	**.00**	**630.00**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4		**.00**	**11,630.00**	**.00**	**.00**	**11,630.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1287 DESIGNATED PURPOSE GRANTS LVL 7							
071							
9-1287-452-00-110-071-0-664	NATIONAL RECREATIONAL-OTHER MINOR EQUIP	.00	900.00	.00	.00	900.00	.00
071		**.00**	**900.00**	**.00**	**.00**	**900.00**	**.00**
1287 DESIGNATED PURPOSE GRANTS LVL 7		**.00**	**900.00**	**.00**	**.00**	**900.00**	**.00**
1291 HIDTA							
003							
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
003		**.00**	**12,145.50**	**.00**	**4,984.80**	**7,160.70**	**41.04**
1291 HIDTA		**.00**	**12,145.50**	**.00**	**4,984.80**	**7,160.70**	**41.04**
1292 WIC							
001							
9-1292-441-00-350-001-9-532	WIC ADM-WIRELESS DEVICES	.00	11,133.14	2,842.55	1,865.82	6,424.77	42.29
9-1292-441-00-350-001-9-664	WIC ADM-OTHER MINOR EQUIPMENT	.00	1,600.00	.00	615.40	984.60	38.46
001		**.00**	**12,733.14**	**2,842.55**	**2,481.22**	**7,409.37**	**41.81**
009							
9-1292-441-00-350-009-9-664	WIC EBT-OTHER MINOR EQUIPMENT	.00	8,000.00	.00	4,306.68	3,693.32	53.83
009		**.00**	**8,000.00**	**.00**	**4,306.68**	**3,693.32**	**53.83**
1292 WIC		**.00**	**20,733.14**	**2,842.55**	**6,787.90**	**11,102.69**	**46.45**
1293 HEALTH DEPARTMENT							
005							
9-1293-441-00-340-005-0-664	H.D. ADM-OTHER MINOR EQUIPMENT	.00	32,240.00	2,325.98	26,154.31	3,759.71	88.34
005		**.00**	**32,240.00**	**2,325.98**	**26,154.31**	**3,759.71**	**88.34**
012							
9-1293-441-00-340-012-9-664	IMM DIV LOCAL-OTHER MINOR EQUIPMENT	.00	1,993.71	.00	1,993.71	.00	100.00
012		**.00**	**1,993.71**	**.00**	**1,993.71**	**.00**	**100.00**
013							
9-1293-441-00-340-013-9-532	TDH PHPSB-WIRELESS DEVICES	.00	6,183.40	307.67	3,045.34	2,830.39	54.23
013		**.00**	**6,183.40**	**307.67**	**3,045.34**	**2,830.39**	**54.23**
040							
9-1293-441-00-340-040-9-664	BIO DISCRETIONARY-OTHER MINOR EQUIPMENT	.00	5,799.00	.00	613.34	5,185.66	10.58
040		**.00**	**5,799.00**	**.00**	**613.34**	**5,185.66**	**10.58**
1293 HEALTH DEPARTMENT		**.00**	**46,216.11**	**2,633.65**	**31,806.70**	**11,775.76**	**74.52**
1294 JUVENILE PROBATION							
014							
9-1294-423-00-330-014-0-664	COMPUTERIZATION-OTHER MINOR EQUIPMENT	.00	2,000.00	.00	.00	2,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1294 JUVENILE PROBATION							
014							
014		**.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1294 JUVENILE PROBATION		**.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
028							
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
9-1295-423-00-330-028-0-664	WESL B/C-OTHER MINOR EQUIPMENT	5,000.00	5,000.00	858.00	1,117.66	3,024.34	39.51
028		**7,500.00**	**7,500.00**	**858.00**	**1,437.91**	**5,204.09**	**30.61**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**7,500.00**	**7,500.00**	**858.00**	**1,437.91**	**5,204.09**	**30.61**
1297 ADULT PROBATION							
005							
9-1297-423-00-320-005-9-532	RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
005		**.00**	**586.00**	**.00**	**.00**	**586.00**	**.00**
008							
9-1297-423-00-320-008-9-664	COMM CORR-OTHER MINOR EQUIPMENT	.00	1,200.00	.00	.00	1,200.00	.00
008		**.00**	**1,200.00**	**.00**	**.00**	**1,200.00**	**.00**
020							
9-1297-423-00-320-020-9-532	SATF-WIRELESS DEVICES	.00	2,696.00	.00	.00	2,696.00	.00
9-1297-423-00-320-020-9-664	SATF-OTHER MINOR EQUIPMENT	.00	28,604.59	200.00	.00	28,404.59	.70
020		**.00**	**31,300.59**	**200.00**	**.00**	**31,100.59**	**.64**
1297 ADULT PROBATION		**.00**	**33,086.59**	**200.00**	**.00**	**32,886.59**	**.60**
1301 CAPITAL OUTLAY FUND							
007							
9-1301-415-00-120-007-0-664	K-MART PROPERTY-OTHER MINOR EQUIPMENT	.00	1,000.00	.00	.00	1,000.00	.00
007		**.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1301 CAPITAL OUTLAY FUND		**.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
9 YEAR		**614,137.56**	**892,995.91**	**98,637.09**	**219,272.96**	**575,085.86**	**35.60**

AI-16343 **10.H.**

Approval Of Extension Of State Contract-193-A2-Drug And Alcohol Testing Products

CC CONSENT

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to continue to purchase and utilize the Tx. Procurement and Support Services-TPASS ***extended contract*** for "Drug and Alcohol Testing Products" on an "As Needed Basis" by Hidalgo County (departments, offices, programs, etc.) including, but not limited to, Hidalgo County's Community Supervision And Corrections Department, aka, Adult Probation through Hidalgo County's participation with "Texas Procurement And Support Services (TPASS) with TIBH Industries, Inc."-Contract Number 193-A2-Drug And Alcohol Testing Products with said extension expiring June 30, 2010.

BACKGROUND

Initial term of Contract:
July 18, 2007 thru June 30, 2009

Extension:
July 18, 2007 thru June 30, 2010

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1297-423-00-320-020-9-604
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$3,697.06 available funding as of 07/09/09.

Attachments

Link: State Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 10:03 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:18 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/09/2009 02:42 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Vangie Garcia

Started On: 07/02/2009 04:34 PM

Final Approval Date: 07/10/2009

Window on State Government Susan Combs Texas Comptroller of Public Accounts

193-A2-DRUG AND ALCOHOL TESTING PRODUCTS

Search Term Contracts GO

07/2007 THRU 06/2010 193-A2

For Further information contact Dee Dorsey, Purchaser D
at (512) 475-2459 or e-mail at Purchaser.D@cpa.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

collapse all sections | expand all sections

General Contract Information

GENERAL CONTRACT INFORMATION

Section 1

1.1 DESCRIPTION OF CONTRACT: 193-A2 Drug; Alcohol; Pregnancy and Strep Testing Products

Level I - Alcohol Testing Products
Level II - Stationary Drug Testing System
Pregnancy and Strep Testing Products

1.2 CONTRACT TYPE: Automated Discount-From-List.

1.3 TERM OF CONTRACT: July 18, 2007 thru June 30, 2010
Renewal option for one (1) additional one-year period at the exclusive option of the State.

1.4 DELIVERY: Level I devices and Level II reagents: 10 days after receipt of order (ARO).
Level II drug testing systems (machines and peripherals): 45 calendar days.
Pregnancy and Strep Tests: 10 days after receipt of order (ARO).

1.5 MINIMUM ORDER: Not applicable.

1.6 SPOT PURCHASE OPTION: Not applicable.

1.7 ZONE: This is a statewide contract.

1.8 SHIPPING INFORMATION:
Orders totaling $100.00 or more shipped to a single destination - F.O.B. destination, freight prepaid and allowed (included in price)

Orders totaling less than $100.00 will be shipped freight prepaid and added as a separate item on invoice.

Freight charges will not be permitted for partial shipments of orders that originally totaled $100.00.

1.9 WARRANTY: Manufacturer's standard warranty applies.

1.10 CASH DISCOUNT: Applicable cash discounts are identified in line item descriptions.

1.11 EDUCATIONAL DISCOUNT: Not applicable.

1.12 QUANTITY OR LARGE ORDER DISCOUNT: Voluntary one-time price reductions should be indicated on the invoice.

1.13 PRICE CHANGES: All prices shall be firm with no increase for 180 days from the effective date of this contract. All price increase requests must be supported by the distributors or manufacturer's latest publish price list reflecting the increase in accordance with Section II, B. of the General Instructions, Terms and Conditions. Price increases will only be approved on those items that were included in the manufacturer's published price list submitted prior to award and meet the requirements. When a new manufacturer's price list is submitted, it is requested that only those items submitted for increase be marked or highlighted within the new price list. Price decreases may be accepted at any time.

1.14 BLANKET ORDER FUNDING OUT: Any blanket purchase order (an order calling for multiple deliveries over a specified period of time) is contingent upon the continued availability of appropriations.

1.15 VENDOR POINT OF CONTACT: Vendor contacts are listed at the end of the contract.

1.16 HUB VENDORS: HUB vendors are identified in the Contract Vendor List as "HUB."

1.17 CPA CONTRACT MANAGER: Questions concerning terms and conditions and technical specifications should be directed to:

Dee Dorsey, CTPM
Purchaser D
Supervisor of Purchasing Operations
Comptroller of Public Accounts
(512) 475-2459

FAX (512) 236-6181
E-mail: dee.dorsey@cpa.state.tx.us

1.19 PURCHASE ORDERS: Only contract purchase orders issued by the CPA or orders issued through a CPA contract are eligible for contract pricing.

Section 2: - Specific Contract Instructions

2.1 VENDOR SUPPORT: The vendor shall provide statewide support on a timely basis with a toll-free assistance line or allow for collect calls to be accepted five (5) days per week and between the hours of 7:00 AM and 6:00 PM (CST).

Technically knowledgeable personnel must be available at these times to answer questions and to provide assistance to the staff of qualified ordering entities.

Compliance Consortium, Inc...(800)303-0281, 24hrs/day, 7 days
Dade Behring, Inc.....(800)227-8994, 24hrs/day, 7 days
ThermoFisher/Microgenics.....(800)232-3342, option 2, 24hrs/day, 7days
Phamatech, Inc.....(888)635-5840, 8am-5pm PST; after hours (510)861-5622
Redwood Toxicology Labs.....(800)255-2159, 7am-4pm PST; after hours (866)785-4490

2.2 Level I PRODUCT SPECIFICATIONS:

A. Level I On-Site, Stand-Alone, Breath Alcohol Testing Products:

1. The Portable Breath Alcohol Testing Products may be used to initially screen clients for the purposes of:
   a. Increasing supervision level,
   b. Special Program Placement,
   c. Inmate disciplinary hearings,
   d. Any case management functions which may include summons hearings, pre-revocation hearings, withdrawal of pre-parole status, revocation, or any judicial proceedings, or
   e. Employee or pre-employment testing as determined by the using entity.

2. The tests must be portable and able to be conveniently performed in the field, at any location, and in the presence of the person being tested.

3. Test results must be obtained in not more than 10 minutes.

4. Tests must be stand-along and not require any electrical equipment, plumbing, or electricity.

5. Tests must not require calibration or maintenance.

6. Tests must provide easily read, clearly distinguishable symbols for positive or negative results.

7. Tests must not require refrigeration.

8. Tests must carry a minimum of one year shelf life upon delivery.

9. Tests will not require technical skills beyond those of parole, probation or corrections officer or other non- medical personnel.

10. Tests must be self contained and not require any ancillary supplies.

11. Tests must not contain any liquid reagents.

12. Test must show an alcohol content down to .02.

B. Vendor Provided Training: Vendor is to provide training, as needed, whether web-based, videotaped/DVD or on-site. On-site training will be scheduled at a mutually agreeable time and place. Training is to be of such intensity that the trainees, upon completion, have the ability to train others in the administering of the tests. All expenses incurred by the vendor in providing this training will be borne by the vendor.

2.3 LEVEL II - PRODUCT SPECIFICATIONS:

A. Level II On-Site, Self-Contained, Stationary Drug Diagnostic Testing System:

1. The Stationary Drug Screen may be used to initially screen clients for the purposes of :
   a. Increasing supervision level,
   b. Special Program Placement,
   c. Inmate disciplinary hearings,
   d. Any case management functions which may include summons hearings, pre-revocation hearings, withdrawal of pre-parole status, revocation, or any judicial proceedings, or
   e. Employee or pre-employment testing as determined by the using entity.

2. Methodology must use immunoassay technology.

3. All testing systems must be 95% reliable against gas chromatography and mass spectrometry. Instrument performance must be at 98%.

4. System must be capable of performing multi-screen, on-site tests conducted in a self-contained system. Because of client volumes, the system must be capable of conducting multiple-specimen tests. The specimen holding tray must have a 20 sample capacity and have the capability to test for at least 10 substances at once.

5. Test results must be documented by a permanent printed record indicating the client identifier, date of test, type(s) of substance(s) tested for and test results clearly indicating positive and negative results.

6. Tests are to be performed without the requirement of mixing reagents.

7. Any chemical or reagent supplied under this contract must have a shelf life at time of receipt by the ordering entity of six months minimum or it will be replaced at no charge to the end user.

8. Testing equipment will be provided by awarded vendor(s) to requesting entities at no additional charge. Each ordering entity must contact the appropriate vendor awarded to request testing system.

   To provide continuous testing and reporting, the ordering entity will coordinate changing of equipment with the vendor on the new contract and the vendor on the previous contract.

   To allow ordering entities to exhaust the reagent supply already purchased from the previous contract, that vendor will retrieve equipment only after notification by the entity.

9. Title to all equipment provided remains with the vendor. All equipment must be new OR of a make/model manufactured or produced within the last seven (7) years. Out-of-date equipment must be replaced. Regular preventive maintenance on any equipment or instrument provided in this contract is included in the per test price. Corrective maintenance (repair) is be included at no additional cost. Response time of two (2) working days after notification to vendor is mandatory. Prompt repair or replacement of faulty equipment will be required. Equipment that cannot be fixed within eight (8) hours after response must be replaced with a loaner. The vendor must have a working machine on-site, whether current equipment or loaner, within three (3) business days of the original service call. Any machine requiring three (3) repairs within a 6-month period must be replaced.

10. Testing equipment will be provided that will give the entity a system that will allow the user to customize reporting and export these reports electronically. This will allow for rapid information exchange and statistical reporting throughout the state.

B. Training: Training will be required to be performed onsite. Complete training in the use of the instrument will be provided by vendor(s) at vendor's expense (training costs only). Training to take place at a mutually agreed upon time and place.

C. Coverage Area/Site Locations: Coverage may include any site in the state of Texas.

D. Quantities/Volumes: The cost per test shall reflect all costs involved in providing all supplies, reagents, controls, calibrators, maintenance and instrumentations at sites that vary widely in volume.

Section 3 - Specific Contract Requirements

3.1 New Accounts: Awarded vendor(s) will expedite the process to set up an account for a qualified ordering entity that is purchasing for the first time.

3.2 Additional Items: If new items within a group or new package sizes of an item become available during the term of the contract, the awarded vendor may request that they be added to the contract. This must be done in writing and accompanied by the most recent dated manufacturer's price list. The pricing for the new items must be based upon the same percentage of discount (or add-on) to the list price as the items originally awarded.

3.3 Site Locations: Testing may be required in all 254 counties in the state.

3.4 Compliance:
   a. All systems/tests must comply (where applicable) with Substance Abuse and Mental Health Services Administration (SAMSHA) Guidelines relative to cut off/threshold values for each respective assay.
   b. All tests must provide for the qualitative detection of a parent compound or metabolite of the analytes listed (all or any).
   c. All systems/tests must be in compliance with requirements of the Food, Drug, and Cosmetic Act.

3.5 HIV Requirements: Vendors must abide by all applicable laws regarding workplace and confidentially guidelines of HIV related medical information.

Automated Term Contract details

DRUG TESTING SYSTEM, STATIONARY
LEVEL II, WITHOUT DATA MANAGEMENT
UP TO 100 SAMPLES PER HOUR
MAKE/MODEL: VIVA-JR./VIVA-E - NEW
NIGP 19340150000

Vendor Number: 34083 SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS

193-40-15050-7	PKG	AMPHETAMINES AND METHAMPHETAMINES - 115 ML - EMIT II PLUS - C - 525 TESTS	415.74
193-40-15060-6	PKG	BARBITURATES - 115 ML - EMIT II PLUS - 583	461.67

	TESTS NIGP 19340150606	
193-40-15070-5 PKG	BENZODIAZEPINES - 115 ML - EMIT II PLUS - 575 TESTS NIGP 19340150705	455.33
193-40-15100-0 PKG	CANNABINOIDS (THC) - 115 ML - EMIT II PLUS - 594 TESTS NIGP 19340151000	470.38
193-40-15120-8 PKG	ETHYL ALCOHOL - 115 ML - EMIT II PLUS - 600 TESTS NIGP 19340151208	475.13
193-40-15150-5 PKG	ECSTASY - 1 LITER - EMIT II PLUS - 5475 TESTS NIGP 19340151505	4,335.54
193-40-15160-4 PKG	COCAINE - 115 ML - EMIT II PLUS - 594 TESTS NIGP 19340151604	470.38
193-40-15400-4 PKG	METHADONE - 115 ML - EMIT II PLUS - 575 TESTS NIGP 19340154004	455.33
193-40-15420-2 PKG	METHAQUALONE - 115 ML - EMIT II PLUS - 594 TESTS NIGP 19340154202	470.38
193-40-15500-1 PKG	OPIATES - 115 ML - EMIT II PLUS - 550 TESTS NIGP 19340155001	435.54
193-40-15550-6 PKG	PHENCYCLIDINE - 115 ML - EMIT II PLUS - 575 TESTS NIGP 19340155506	455.33
193-40-15560-5 PKG	PROPOXYPHENE - 115 ML - EMIT II PLUS - 559 TESTS NIGP 19340155605	442.66

■ **DRUG TESTING SYSTEMS, STATIONARY**
LEVEL II - WITHOUT DATA MANAGEMENT
UP TO 400 SAMPLES PER HOUR
MODEL: OLYMPUS AU400 - RECONDITIONED
MORE THAN 400 SAMPLES PER HOUR
MODEL: OLYMPUS AU640 - RECONDITIONED
NIGP 19340160000

Vendor Number: 30475 THERMOFISHER SCIENTIFIC/MICROGENICS CORP

193-40-16040-7 PKG	6-ACETYLMORPHINE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340160407	5,505.59
193-40-16050-6 PKG	AMPHETAMINES - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340160506	2,752.29
193-40-16060-5 PKG	BARBITURATES - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340160605	2,752.29
193-40-16070-4 PKG	BENZODIAZEPINES - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340160704	2,752.29
193-40-16100-9 PKG	CANNABINOIDS (THC) - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340161009	2,752.29
193-40-16120-7 PKG	COCAINE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340161207	2,752.29
193-40-16150-4 PKG	ECSTASY - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340161504	2,752.29
193-40-16160-3 PKG	ETHYL ALCOHOL - MICROGENICS DRI IMMUNOASSAY REAGENTS - 6237 TESTS NIGP 19340161603	3,165.49
193-40-16400-3 PKG	METHADONE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340164003	2,752.29
193-40-16410-2 PKG	METHAMPHETAMINES - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340164102	2,752.29
193-40-16420-1 PKG	METHAQUALONE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340164201	2,752.29
193-40-16500-0 PKG	OPIATES - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340165000	2,752.29
193-40-16510-9 PKG	OXYCODONE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340165109	5,505.59
193-40-16550-5 PKG	PHENCYCLIDINE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340165505	2,752.29
193-40-16560-4 PKG	PROPOXYPHENE - MICROGENICS DRI IMMUNOASSAY REAGENTS - 5423 TESTS NIGP 19340165604	2,752.29

■ **DRUG TESTING SYSTEM, STATIONARY**
LEVEL II - WITH DATA MANAGEMENT

UP TO 100 SAMPLES PER HOUR
MODEL: VIVA-JR/VIVA-E - NEW
NIGP 19340170000

Vendor Number: 34083 SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS

193-40-17050-5	PKG	AMPHETAMINES AND METHAMPHETAMINES - 115 ML - EMIT II PLUS - 525 TESTS NIGP 19340170505	501.02
193-40-17060-4	PKG	BARBITURATES - 115 ML - EMIT II PLUS - 583 TESTS NIGP 19340170604	556.37
193-40-17070-3	PKG	BENZODIAZEPINES - 115 ML - EMIT II PLUS - 575 TESTS NIGP 19340170703	548.74
193-40-17100-8	PKG	CANNABINOIDS (THC) - 115 ML - EMIT II PLUS - 594 TESTS NIGP 19340171008	566.87
193-40-17120-6	PKG	COCAINE - 115 ML - EMIT II PLUS - 594 TESTS NIGP 19340171206	566.87
193-40-17150-3	PKG	ECSTASY - 1 LITER - EMIT II PLUS - 5475 TESTS NIGP 19340171503	5,224.88
193-40-17160-2	PKG	ETHYL ALCOHOL - 115 ML - EMIT II PLUS - 600 TESTS NIGP 19340171602	572.59
193-40-17400-2	PKG	METHADONE - 115 ML - EMIT II PLUS - 575 TESTS NIGP 19340174002	548.74
193-40-17420-0	PKG	METHAQUALONE - 115 ML - EMIT II PLUS - 594 TESTS NIGP 19340174200	566.87
193-40-17500-9	PKG	OPIATES - 115 ML - EMIT II PLUS - 550 TESTS NIGP 19340175009	524.88
193-40-17550-4	PKG	PHENCYCLIDINE - 115 ML - EMIT II PLUS - 575 TESTS NIGP 19340175504	548.74
193-40-17560-3	PKG	PROPOXYPHENE - 115 ML - EMIT II PLUS - 559 TESTS NIGP 19340175603	533.47

■ **DRUG TESTING SYSTEM, STATIONARY**
LEVEL II - WITH DATA MANAGEMENT
UP TO 400 SAMPLES PER HOUR
MAKE/MODEL: OLYMPUS AU400 - RECONDITIONED
DMS: QUICKLAB DATA MANAGEMENT SYSTEM
NIGP 19340180000

Vendor Number: 30475 THERMOFISHER SCIENTIFIC/MICROGENICS CORP

193-40-18040-5	PKG	6-ACETYLMORPHINE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340180405	6,056.14
193-40-18050-4	PKG	AMPHETAMINES - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340180504	3,027.41
193-40-18060-3	PKG	BARBITURATES - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340180603	3,027.41
193-40-18070-2	PKG	BENZODIAZEPINES - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340180702	3,027.41
193-40-18100-7	PKG	CANNABINOIDS (THC) - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340181007	3,027.41
193-40-18120-5	PKG	COCAINE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340181205	3,027.41
193-40-18150-2	PKG	ECSTASY - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340181502	3,027.41
193-40-18160-1	PKG	ETHYL ALCOHOL - MICROGENICS DRI IMMUNOASSARY REAGENTS - 6237 TESTS NIGP 19340181601	3,482.24
193-40-18400-1	PKG	METHADONE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340184001	3,027.41
193-40-18410-0	PKG	METHAMPHETAMINES - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340184100	3,027.41
193-40-18420-9	PKG	METHAQUALONE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340184209	3,027.41
193-40-18500-8	PKG	OPIATES - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340185008	3,027.41
193-40-18510-7	PKG	OXYCODONE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340185107	6,056.14

193-40-18550-3 PKG	PHENCYCLIDINE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340185503	3,027.41
193-40-18560-2 PKG	PROPOXYPHENE - MICROGENICS DRI IMMUNOASSARY REAGENTS - 5423 TESTS NIGP 19340185602	3,027.41

■ **DRUG TESTING SYSTEM, STATIONARY**
LEVEL II - WITH DATA MANAGEMENT
UP TO 400 SAMPLES PER HOUR
MAKE/MODEL: 2005/MGC240
DMS: ANTEK HEALTHWARE SYSTEM
NIGP 19340190000

Vendor Number: 79087 COMPLIANCE CONSORTIUM CORP

193-40-19040-4 PKG	6-ACETYLMORPHINE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340190404	434.27
193-40-19050-3 PKG	AMPHETAMINES - 100 ML - MICROGENICS - 725 TESTS NIGP 19340190503	434.27
193-40-19060-2 PKG	BARBITURATES - 100 ML - MICROGENICS - 725 TESTS NIGP 19340190602	434.27
193-40-19070-1 PKG	BENZODIAZEPINES - 100 ML - MICROGENICS - 725 TESTS NIGP 19340190701	434.27
193-40-19100-6 PKG	CANNABINOIDS (THC) - 100 ML - MICROGENICS - 725 TESTS NIGP 19340191006	434.27
193-40-19120-4 PKG	COCAINE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340191204	434.27
193-40-19150-1 PKG	ECSTASY - 100 ML - MICROGENICS - 725 TESTS NIGP 19340191501	434.27
193-40-19160-0 PKG	ETHYL ALCOHOL - 100 ML - MICROGENICS - 725 TESTS NIGP 19340191600	434.27
193-40-19400-0 PKG	METHADONE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340194000	434.27
193-40-19410-9 PKG	METHAMPHETAMINES - 100 ML - MICROGENICS - 725 TESTS NIGP 19340194109	434.27
193-40-19420-8 PKG	METHAQUALONE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340194208	434.27
193-40-19500-7 PKG	OPIATES - 100 ML - MICROGENICS - 725 TESTS NIGP 19340195007	434.27
193-40-19510-6 PKG	OXYCODONE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340195106	434.27
193-40-19550-2 PKG	PHENCYCLIDINE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340195502	434.27
193-40-19560-1 PKG	PROPOXYPHENE - 100 ML - MICROGENICS - 725 TESTS NIGP 19340195601	434.27

■ **DRUG TESTING SYSTEM, STATIONARY**
LEVEL II - WITH DATA MANAGEMENT
OVER 400 SAMPLES PER HOUR
RECONDITIONED MODEL: OLYMPUS AU400e/AU640e
DMS: iMS WinTOX
NIGP 19340200000

Vendor Number: 34083 SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS

193-40-20050-0 PKG	AMPHETAMINES AND METHAMPHETAMINES - 115 ML - EMIT II PLUS - 720 TESTS	285.08
193-40-20060-9 PKG	BARBITURATES - 115 ML - EMIT II PLUS - 754 TESTS NIGP 19340200609	298.54
193-40-20070-8 PKG	BENZODIAZEPINES - 115 ML - EMIT II PLUS - 754 TESTS NIGP 19340200708	298.54
193-40-20100-3 PKG	CANNABINOIDS (THC) - 115 ML - EMIT II PLUS - 754 TESTS NIGP 19340201003	298.54
193-40-20120-1 PKG	COCAINE - 115 ML - EMIT II PLUS - 812 TESTS NIGP 19340201201	321.51
193-40-20160-7 PKG	ETHYL ALCOHOL - 115 ML - 503 NIGP 19340201607	199.16
193-40-20400-7 PKG	METHADONE - 115 ML - EMIT II PLUS - 754 TESTS NIGP 19340204007	298.54
193-40-20420-5 PKG	METHAQUALONE - 115 ML - EMIT II PLUS - 812 TESTS NIGP 19340204205	321.51
193-40-20500-4 PKG	OPIATES - 115 ML - EMIT II PLUS - 775 TESTS	306.86

NIGP 19340205004

193-40-20550-9 PKG	PHENCYCLIDINE - 115 ML - EMIT II PLUS - 860 TESTS NIGP 19340205509	340.51
193-40-20560-8 PKG	PROPOXYPHENE - 115 ML - EMIT II PLUS - 860 TESTS NIGP 19340205608	340.51

■ **DRUG TESTING SYSTEM, STATIONARY**
LEVEL II - WITH DATA MANAGEMENT
OVER 400 SAMPLES PER HOUR
RECONDITIONED MODEL: OLYMPUS AU400e AND AU640e
DMS: iMS WinTOX
NIGP 19340210000

Vendor Number: 34083 SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS

193-40-21050-9 PKG	AMPHETAMINES AND METHAMPHETAMINES - 1 LITER - EMIT II PLUS - 6265 TESTS NIGP 19340210509	2,480.56
193-40-21060-8 PKG	BARBITURATES - 1 LITER - EMIT II PLUS - 6559 TESTS NIGP 19340210608	2,596.97
193-40-21070-7 PKG	BENZODIAZEPINES - 1 LITER - EMIT II PLUS - 6559 TESTS NIGP 19340210707	2,596.97
193-40-21100-2 PKG	CANNABINOIDS (THC) - 1 LITER - EMIT II PLUS - 6559 TESTS NIGP 19340211002	2,596.97
193-40-21120-0 PKG	COCAINE - 1 LITER - EMIT II PLUS - 7064 TESTS NIGP 19340211200	2,796.92
193-40-21150-7 PKG	ECSTASY - 1 LITER - EMIT II PLUS - 7150 TESTS NIGP 19340211507	2,830.97
193-40-21160-6 PKG	ETHYL ALCOHOL - 1 LITER - EMIT II PLUS - 4375 TESTS NIGP 19340211606	1,732.24
193-40-21400-6 PKG	METHADONE - 1 LITER - EMIT II PLUS - 6559 TESTS NIGP 19340214006	2,596.97
193-40-21420-4 PKG	METHAQUALONE - 1 LITER - EMIT II PLUS - 7064 TESTS NIGP 19340214204	2,796.92
193-40-21500-3 PKG	OPIATES - 1 LITER - EMIT II PLUS - 6811 TESTS NIGP 19340215003	2,696.74
193-40-21550-8 PKG	PHENCYCLIDINE - 1 LITER - EMIT II PLUS - 7482 TESTS	2,962.42
193-40-21560-7 PKG	PROPOXYPHENE - 1 LITER - EMIT II PLUS - 7482 TESTS NIGP 19340215607	2,962.42

■ **DRUG TESTING PRODUCTS, PORTABLE**
NIGP 19340320000

Vendor Number: 09804 PHAMATECH, INC.

193-40-32010-0 PKG	LEVEL 1, SALIVA ALCOHOL TEST .02% CHEMATICS-ALCO SCREEN - ALCO2 - 24/PKG NIGP 19340320100	27.29

Vendor Number: 84202 TIBH INDUSTRIES, INC.

193-40-32051-4 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), PHENCYCLINE (PCP), MARIJUANA (THC). - 25/PKG - DELIVERY IN 10 DAYS	116.70
193-40-32350-0 PKG	CASSETTE, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC); METHAMPHETAMINE (MAMP); MARIJUANA (THC); OPIATES (OPI) AND AMPHETAMINE (AMP) 25 TESTS PER PACKAGE. ***FREIGHT IS INCLUDED*** PRICE CHANGE EFFECTIVE 5/21/07 - 25/PKG - DELIVERY IN 10 DAYS	58.66
193-40-32351-8 PKG	CASSETTE, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC); METHAMPHETAMINE (MAMP); MARIJUANA (THC); OPIATES (OPI). 25 TESTS PER PACKAGE. ***FREIGHT IS INCLUDED***. PRICE CHANGE EFFECTIVE 5/21/07 - 25/PKG - DELIVERY IN 10 DAYS	51.55
193-40-32400-3 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL COCAINE (COC), METHAMPHETAMINE (MAMP), MARIJUANA (THC), OPIATES (OPI), AND METHYLENEDIOXYMETHAMPHETAMINE (MDMA). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	80.66
193-40-32401-1 PKG	DIP TEST CARD, MULTIPLE DRUGS, 6 TEST PANEL: COCAINE (COC), AMPHETAMINE (AMP),	94.98

	METHAMPHETAMINE (MAMP), MARIJUANA (THC), OPIATES (OPI), AND ECSTASY (MDMA). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	
193-40-32402-9 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC); AMPHETAMINE (AMP); METHAMPHETAMINE (MAMP), MARIJUANA (THC), AND OPIATES (OPI). ***FREIGHT IS INCLUDED*** - 25/ PKG - DELIVERY IN 10 DAYS	80.66
193-40-32403-7 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), AMPHETAMINE (AMP), OPIATES (OPI), PHENCYCLIDINE (PCP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	80.66
193-40-32404-5 PKG	DIP TEST CARD, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), MARIJUANA (THC), AND OPIATES (OPI). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	73.55
193-40-32405-2 PKG	DIP TEST CARD, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	49.14
193-40-32406-0 PKG	DIP TEST CARD, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), OPIATES (OPI), PHENCYCLIDINE (PCP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	80.66
193-40-32407-8 PKG	DIP TEST CARD, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), OPIATES (OPI), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	49.14
193-40-32450-8 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 6 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AMPHETAMINE (AMP), BENZODIAZEPINE (BZO), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	134.58
193-40-32452-4 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 5 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AMPHETAMINE (AMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	116.70
193-40-32453-2 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 4 TEST PANEL: COCAINE (COC), OPIATES (OPI), METHAMPHETAMINE (MAMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	111.93
193-40-32454-0 PKG	INTEGRATED CUP, MULTIPLE DRUGS, 3 TEST PANEL: COCAINE (COC), METHAMPHETAMINE (MAMP), AND MARIJUANA (THC). ***FREIGHT IS INCLUDED*** - 25/PKG - DELIVERY IN 10 DAYS	107.16

■ **MEDICAL DIAGNOSIS TESTS - PREGNANCY TEST**

Vendor Number: 84202 TIBH INDUSTRIES, INC.

193-40-54050-9 PKG	PREGNANCY TEST. CASSETTE TEST WITH DISPOSABLE PIPETTES. TESTS FOR HUMAN CHORIONIC GONADOTROPIN (HCG) IN SERUM AND URINE. 50 TESTS PER PACKAGE. FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/07 - DELIVERY IN 10 DAYS	49.82
193-40-54052-5 PKG	PREGNANCY TEST. CASSETTE TEST WITH DISPOSABLE PIPETTES. TESTS FOR HUMAN CHORIONIC GONADOTROPIN (HCG) IN URINE. 50 TESTS PER PACKAGE. FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/2007 - DELIVERY IN 10 DAYS	47.45
193-40-54054-1 PKG	PREGNANCY TEST - ONE STEP. CASSETTE TEST WITH DISPOSABLE PIPETTES. TESTS FOR HUMAN CHORIONIC GONADOTROPIN (HCG) IN SERUM AND URINE. 50 TESTS PER PACKAGE. FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/2007 - DELIVERY IN 10 DAYS	61.69
193-40-54056-6 PKG	PREGNANCY TEST - ONE STEP. CASSETTE TEST WITH DISPOSABLE PIPETTES. TESTS FOR HUMAN CHORIONIC GONADOTROPIN (HCG) IN URINE. 50 TESTS PER PACKAGE.	58.13

	FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/2007 - DELIVERY IN 10 DAYS	
193-40-54400-6 PKG	PREGNANCY TEST - ONE STEP. TEST STRIPS. TESTS FOR HUMAN CHORIONIC GONADOTROPIN (HCG) IN SERUM AND URINE. 100 TESTS PER PACKAGE. FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/2007 - DELIVERY IN 10 DAYS	99.38
193-40-54402-2 PKG	PREGNANCY TEST - ONE STEP. TEST STRIPS. TEST FOR HUMAN CHORIONIC GONADOTROPIN (HCG) IN URINE. 100 TESTS PER PACKAGE. FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/2007 - DELIVERY IN 10 DAYS	64.07

■ **MEDICAL DIAGNOSIS TESTS - STREP TEST**
NIGP 19340790000

Vendor Number: 84202 TIBH INDUSTRIES, INC.

193-40-79776-0 PKG	STREPTOCOCCUS A RAPID TEST THROAT SWAB. INDIVIDUALLY PACKAGED - 50 PER PACKAGE. FREIGHT IS INCLUDED PRICE CHANGE EFFECTIVE 5/21/2007	70.76

■ **DRUG SCREENING TEST KITS**
NIGP 19348350000

Vendor Number: 84202 TIBH INDUSTRIES, INC.

193-48-35023-2 CTN	LEVEL 1 CASSETTE, FOUR TEX PANEL, CANNABINOIDS (THC), COCAINE (COC), OPIATES (OPI), AND METHAMPHETAMINE (MET), KIT INCLUDES ONE SPECIMEN CUP, PAIR OF GLOVES AND DRUG TEST CASSETTE, 25 KITS/CTN FREIGHT IS INCLUDED. - DELIVERY IN 15 DAYS NIGP 19348350232	68.58
193-48-35024-0 CTN	LEVEL 1 CASSETTE, FIVE TEST PANEL, MARIJUANA (THC), COCAINE (COC), OPIATES (OPI), METHAMPHETAMINES (MET), AMPHETAMINES (AMP). KIT INCLUDES ON SPECIMEN CUP, PAIR OF GLOVES, AND DRUG TEST CASSETTE. **FREIGHT IS INCLUDED** - 25 KITS/CTN - DELIVERY IN 15 DAYS	59.62

Contract Vendor List

Contract Vendor List 193-A2 07/2007 THRU 06/2010

09804 1-33-083-6229-5
PHAMATECH, INC.
10151 BARNES CANYON ROAD
ATTN: JOHN POLANCO
SAN DIEGO CA 92121
JOHN POLANCO
Phone 888-635-5840 X 244
Fax 858-635-5843
e-mail john@phamatech.com

30475 1-68-041-8167-1
THERMOFISHER SCIENTIFIC/MICROGENICS CORP
46360 FREMONT BLVD.
FREMONT CA 94538
SHERRI WILLIAMS
Phone 510-979-5195
Fax 510-979-5395
e-mail sherri.williams@thermofisher.com

34083 1-36-394-9533-5
SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS
1717 DEERFIELD ROAD
DEERFIELD IL 60015-5233
HEATHER ADAMS
Phone 847-267-5350
Fax 847-236-7354
e-mail heather.f.adams@siemens.com

79087 1-74-272-2343-7
COMPLIANCE CONSORTIUM CORP
P O BOX 932
BELTON TX 76513
GARY BAIRD
Phone 254 939-9691
Fax 254 939-9230
e-mail gary.baird.ccc@nodope.net

84202 1-74-197-6051-1
TIBH INDUSTRIES, INC.
1011 EAST 53 1/2 STREET
AUSTIN TX 78751
CUSTOMER SERVICE
Phone 512-451-8145
Fax 512-459-8277

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AI-16398 **10.I.**

Authority to request Proposals for: Pct. 4 -Purchase and Installation of Generator

CC CONSENT

Date:	07/14/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Authority to request proposals thru Hidalgo County participation with TX-MAS and/or any other cooperative purchase programs, interlocals, or associations awarded contractors for: Precinct No. 4 -"Purchase and Installation of an Emergency Power Generator". (Project No. 09-255-MSS)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Available balance as of 7-10-09 in Object codes 720 & 739 $56,012.79 & 5,813.26 respectively.

Attachments

Link: Dept Request

Link: Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 09:42 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:20 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 02:58 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Moises Salazar — Started On: 07/08/2009 12:54 PM

Final Approval Date: 07/10/2009

County of Hidalgo Pct. 4

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

MEMO

DATE: JUNE 05, 2009
TO: PURCHASING DEPARTMENET
C/O DARLENE BETANCOURT "P.P. SPECIALIST"
FROM: HIDALGO COUNTY PCT. #4
REF: BID FOR GENERATOR

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING BIDS ON A GENERATOR FOR ITS OFFICE LOCATED AT 1051 N. DOOLITTLE ROAD.

SPECS FOR THIS GENERATOR ARE ON FILE WITH MR. MOISES SALAZAR FROM YOUR DEPARTMENT, HE ORIGNALY HANDLED THE BID FOR THE BUILDING.

FUNDING IS AVAILBLE IN THE FOLLOWING ACCOUNTS: **9-1301-419-40-124-034-0-720 / 739** AND HAS BEEN CLEARED BY BUDGET AND AUDITOR DEPARTMENT'S FOR THIS PURCHASE.

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: MOISES SALAZAR

N. GENERATOR SPECIFICATION

GENERAL

SCOPE

1. PROVIDE COMPLETE FACTORY ASSEMBLED GENERATOR SET EQUIPMENT WITH DIGITAL (MICROPROCESSOR-BASE) ELECTRICAL GENERATOR SET CONTROLS, DIGITAL GOVERNOR, AND DIGITAL VOLTAGE REGULATOR.

2. PROVIDE FACTORY TEST, STARTUP BY A SUPPLIER AUTHORIZED BY THE EQUIPMENT MANUFACTURER(S), AND ON-SITE TESTING OF THE SYSTEM.

3. THE GENERATOR SET MANUFACTURER SHALL WARRANT ALL EQUIPMENT PROVIDED UNDER THIS SECTION, WEATHER OR NOT IS MANUFACTURED BY THE GENERATOR SE MANUFACTURER, SO THAT THERE IS ONE SOURCE FOR WARRANTY AND PRODUCT SERVICE. TECHNICIANS SPECIFICALLY TRAINED AND CERTIFIED BY THE MANUFACTURER TO SUPPORT THE PRODUCT AND EMPLOYED BY THE GENERATOR SET SUPPLIER SHALL SERVICE THE GENERATOR SETS.

ACCEPTABLE MANUFACTURERS

1. ONLY APPROVED BIDDERS SHALL SUPPLY EQUIPMENT PROVIDED UNDER THIS CONTRACT. EQUIPMENT SPECIFICATIONS FOR THIS PROJECT ARE BASED ON GENERATOR SETS MANUFACTURED BY CUMMINS POWER GENERATOR WITH MICROPROCESSOR-BASED CONTROLS. EQUIPMENT BY OTHER SUPPLIERS THAT MEETS THE REQUIREMENT OF THIS SPECIFICATION ARE ACCEPTABLE, IF APPROVED NOT LESS THAN 2 WEEKS BEFORE SCHEDULED BID DATE. PROPOSALS MUST INCLUDE A LINE BY LINE COMPLIANCE STATEMENT BASED ON THIS SPECIFICATION.

PRODUCTS

GENERATOR SET

1. RATING
   A. THE GENERATOR SET SHALL OPERATE AT 1800 RPM AND AT A VOLTAGE 208 VOLTS AC, THREE PHASE, 4-WIRE, 60 HERTZ.

   B. THE GENERATOR SET SHALL BE RATED AT 100KW, 125KVA AT 0.8 PF, RATING, BASED ON SITE CONDITIONS OF: ALTITUDE 300FT., AMBIENT TEMPERATURES UP TO 122 DEGREE F (50 DEGREES C).

   C. THE GENERATOR SET RATING SHALL BE BASED ON EMERGENCY/STANDBY SERVICE.

ENGINE AND ENGINE EQUIPMENT

2. COOLANT HEATER
   A. ENGINE MOUNTED, THERMOSTATICALLY CONTROLLED, COOLANT HEATER(S) FOR EACH ENGINE. HEATER VOLTAGE SHALL BE AS SHOWN ON THE PROJECT DRAWINGS. THE COOLANT HEATER SHALL BE UL499 LISTED AND LABELED.

   B. PROVIDED A MINIMUM 12 AMP BATTERY CHARGER FOR EACH GENERATOR SET BATTERY BANK. GENERATOR SETS INCORPATING TWO BATTERY BANKS SHALL BE PROVIDED WITH TWO CHARGERS CONNECTED TOGETHER AND OPERATING IN PARALLEL, WITH ALARM OUTPUT(S) CONNECTED IN PARALLEL. THE CHARGER(S) SHALL INCLUDE THE FOLLOWING CAPABILITIES.

3. AC GENERATOR
   A. THE AC ALTERNATOR SHALL BE; SYNCHRONOUS, FOUR POLE, 2/3 PITCH, REVOLVING FIELD, DRIP-PROOF CONSTRUCTION, SINGLE PRE-LUBRICATED REGREASABLE BEARING, AIR COOLED BY A DIRECT DRIVE CENTRIFUGAL BLOWER FAN, AND DIRECTLY CONNECTED TO THE ENGINE WITH FLEXIBLE DRIVE DISC. ALL INSULATION SYSTEM COMPONENTS SHALL MEET NEMA MG1 TEMPERATURE LIMITS FOR CLASS F INSULATION SYSTEM. ACTUAL TEMPERATURE RISE MEASURED BY RESISTANCE METHOD AT FULL LOAD SHALL NOT EXCEED _____ DEGREES CENTIGRADE.

4. OTHER EQUIPPMENT TO BE PROVIDED WITH THE GENERATOR SET.

A. PROVIDE AND INSTALL A 20-LIGHT LED TYPE REMOTE ALARM ANNUNCIATOR WITH HORN, LOCATED AS SHOWN ON THE DRAWINGS OR IN A LOCATION THAT CAN BE CONVENIENTLY MONITORED BY FACILITY PERSONNEL. THE REMOTE ANNUNCIATOR SHALL PROVIDE ALL THE AUDIBLE AND VISUAL ALARMS CALLED FOR BY NFPA STANDARD 110 FOR LEVEL 1 SYSTEMS FOR THE LOCAL GENERATOR CONTROL PANEL. SPARE LAMPS SHALL BE PROVIDED TO ALLOW FUTURE ADDITION OF OTHER ALARM AND STATUS FUNCTIONS TO THE ANNUNCIATOR. PROVISIONS FOR LABELING OF THE ANNUNCIATOR IN A FASHION CONSISTENT WITH THE SPECIFIED FUNCTIONS SHALL BE PROVIDED. ALARM SILENCE AND LAMP TEST SWITCH(ES) SHALL BE PROVIDED. LED LAMPS SHALL BE REPLACEABLE, AND INDICATING LAMP COLOR SHALL BE CAPABLE OF CHANGES NEEDED FOR SPECIFIC APPLICATION REQUIREMENTS. ALARM HORN SHALL BE SWITCHABLE FOR ALL ANNUNCIATION POINTS. ALARM HORN (WHEN SWITCHED ON) SHALL SOUND FOR FIRST FAULT, AND ALL SUBSEQUENT FAULTS, REGARDLESS OF WHETHER FIRST FAULT HAS BEEN CLEARED, IN COMPLIANCE WITH NFPA110 3-5.6.2. THE INTERCONNECTING WIRING BETWEEN THE ANNUNCIATOR AND OTHER SYSTEM COMPONENTS SHALL BE MONITORED AND FAILURE OF THE INTERCONNECTION BETWEEN COMPONENTS SHALL BE DISPLAYED ON THE ANNUNCIATOR PANEL.

B. THE GENERATOR SET SHALL BE PROVIDED WITH A MOUNTED MAIN LINE CIRCUIT BREAKER, SIZED TO CARRY THE RATED OUTPUT CURRENT OF THE GENERATOR SET. THE CIRCUIT BREAKER SHALL INCORPORATE AN ELECTRONIC TRIP UNIT THAT OPERATES TO PROTECT THE ALTERNATOR UNDER ALL OVERCURRENT CONDITIONS, OR A THERMAL-MAGNETIC TRIP WITH OTHER OVERCURRENT PROTECTION DEVICES THAT POSITIVELY PROTECT THE ALTERNATOR UNDER OVERCURRENT CONDITIONS. THE SUPPLIER SHALL SUBMIT TIME OVERCURRENT CHARACTERISTIC CURVES AND THERMAL DAMAGE CURVE FOR THE ALTERNATOR, DEMONSTRATING THE EFFECTIVENESS OF THE PROTECTION PROVIDED.

5. OUTDOOR WEATHER-PROTECTIVE ENCLOSURE

A. THE GENERATOR SET SHALL BE PROVIDED WITH AN OUTDOOR ENCLOSURE, WITH THE ENTIRE PACKAGE LISTED UNDER UL2200. THE PACKAGE SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE FOR ALL WIRING MATERIALS AND COMPONENT SPACING. THE TOTAL ASSEMBLY OF GENERATOR SET, ENCLOSURE, AND SUB-BASE FUEL TANK (WHEN USED) SHALL BE DESIGNED TO BE LIFTED INTO PLACE USING SPREADER BARS. HOUSING SHALL PROVIDE AMPLE AIRFLOW FOR GENERATOR SET OPERATION AT RATED LOAD IN AN AMBIENT TEMPERATURE OF 100F. THE HOUSING SHALL HAVE HINGED ACCESS DOORS AS REQUIRED TO MAINTAIN EASY ACCESS FOR ALL OPERATING AND SERVICE FUNCTIONS. ALL DOORS SHALL BE LOCKABLE, AND INCLUDE RETAINERS TO HOLD THE DOOR OPEN DURING SERVICE. ENCLOSURE ROOF SHALL BE CAMBERED TO PREVENT RAINWATER ACCUMULATION. OPENINGS SHALL BE SCREENED TO LIMIT ACCESS OF RODENTS INTO THE ENCLOSURE. ALL ELECTRICAL POWER AND CONTROL INTERCONNECTIONS SHALL BE MADE WITHIN THE PERIMETER OF THE ENCLOSURE.

B. ALL SHEET METAL SHALL BE PRIMED FOR CORROSION PROTECTION AND FINISH PAINTED WITH THE MANUFACTURERS STANDARD COLOR USING A TWO STEP ELECTROCOATING PAINT PROCESS,

C. ENCLOSURE SHALL BE CONSTRUCTED OF MINIMUM 12 GAUGE STEEL FOR FRAMEWORK AND 14 GAUGE STEEL FOR PANELS. ALL HARDWARE AND HINGES SHALL BE STAINLESS STEEL.

D. A FACTORY-MOUNTED EXHAUST SILENCER SHALL BE INSTALLED INSIDE THE ENCLOSURE. THE EXHAUST SHALL EXIT THE ENCLOSURE THROUGH A RAIN COLLAR AND TERMINATE WITH A RAIN CAP. EXHAUST CONNECTIONS TO THE GENERATOR SET SHALL BE THROUGH SEAMLESS FLEXIBLE CONNECTIONS.

E. THE ENCLOSURE SHALL INCLUDE THE FOLLOWING MAINTENANCE PROVISIONS:

1. FLEXIBLE COOLANT AND LUBRICATING OIL DRAIN LINES, THAT EXTEND TO THE EXTERIOR OF THE ENCLOSURE, WITH INTERNAL DRAIN VALVES
2. EXTERNAL RADIATOR FILL PROVISION.

F. PROVIDE A SUB-BASE FUEL TANK FOR THE GENERATOR SET, SIZED TO ALLOW FOR FULL LOAD OPERATION OF THE GENERATOR SET FOR 12 HOURS. THE SUB-BASE FUEL TANK SHALL BE UL142 LISTED AND LABELED. INSTALLATION SHALL BE IN COMPLIANCE TO NFPA37. THE FUEL TANK SHALL BE A DOUBLE-WALLED, STEEL CONSTRUCTION AND INCLUDE THE FOLLOWING FEATURES:

1. EMERGENCY TANK AND BASIN VENTS.
2. MECHANICAL LEVEL GAUGE.
3. FUEL SUPPLY AND RETURN LINES, CONNECTED TO GENERATOR SET WITH FLEXIBLE FUEL LINES AS RECOMMENDED BY THE ENGINE MANUFACTURER AND IN COMPLIANCE TO UL2200 AND NFPA 37 REQUIREMENTS.
4. LEAK DETECTION PROVISIONS, WIRED TO THE GENERATOR SET CONTROL FOR LOCAL AND REMOTE ALARM INDICATION.
5. HIGH AND LOW LEVEL FLOAT SWITCHES TO INDICATE FUEL LEVEL. WIRE SWITCHES TO GENERATOR CONTROL FOR LOCAL AND REMOTE INDICATION OF FUEL LEVEL
6. BASIN DRAIN.
7. INTEGRAL LIFTING PROVISIONS.

OTHER REQUIRMENTS

1. SUBMITTALS
   A. WITHIN 10 DAYS AFTER AWARD OF CONTRACT, PROVIDE SIX SETS OF THE FOLLOWING INFORMATION FOR REVIEW:
      1. MANUFACTURER'S PRODUCT LITERATURE AND PERFORMANCE DATA, SUFFICIENT TO VERIFY COMPLIANCE TO SPECIFICATION REQUIREMENTS
      2. A PARAGRAPH BY PARAGRAPH SPECIFICATION COMPLIANCE STATEMENT, DESCRIBING THE DIFFERENCES BETWEEN THE SPECIFIED AND THE PROPOSED EQUIPMENT.
      3. MANUFACTURER'S CERTIFICATION OF PROTOTYPE TESTING.
      4. MANUFACTURER'S PUBLISHED WARRANTY DOCUMENTS.
      5. SHOP DRAWINGS SHOWING PLAN AND ELEVATION VIEWS WITH CERTIFIED OVERALL DIMENSIONS, AS WELL AS WIRING INTERCONNECTION DETAILS.
      6. INTERCONNECTION WIRING DIAGRAMS SHOWING ALL EXTERNAL CONNECTIONS REQUIRED; WITH FIELD WIRING TERMINALS MARKED IN A CONSISTENT POINT TO POINT MANNER.
      7. MANUFACTURER'S INSTALLATION INSTRUCTIONS.

2. FACTORY TESTING
   A. THE GENERATOR SET MANUFACTURER SHALL PERFORM A COMPLETE OPERATIONAL TEST ON THE GENERATOR SET PRIOR TO SHIPPING FROM THE FACTORY. A CERTIFIED TEST REPORT SHALL BE PROVIDED. EQUIPMENT SUPPLIED SHALL BE FULLY TESTED AT THE FACTORY FOR FUNCTION AND PERFORMANCE.

3. INTALLATION
   A. EQUIPMENT SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH FINAL SUBMITTALS AND CONTRACT DOCUMENTS. INSTALLATION SHALL COMPLY WITH APPLICABLE STATE AND LOCAL CODES AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. INSTALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND INSTRUCTIONS INCLUDED IN THE LISTING OR LABELING OF UL LISTED PRODUCTS.

B. INSTALLATION OF EQUIPMENT SHALL INCLUDE FURNISHING AND INSTALLING ALL INTERCONNECTING WIRING BETWEEN ALL MAJOR EQUIPMENT PROVIDED FOR THE ON-SITE POWER SYSTEM. THE CONTRACTOR SHALL ALSO PERFORM INTERCONNECTING WIRING BETWEEN EQUIPMENT SECTIONS (WHEN REQUIRED), UNDER THE SUPERVISION OF THE EQUIPMENT SUPPLIER.

C. EQUIPMENT SHALL BE INSTALLED ON CONCRETE HOUSEKEEPING PADS. EQUIPMENT SHALL BE PERMANENTLY FASTENED TO THE PAD IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND SEISMIC REQUIREMENTS OF THE SITE.

D. EQUIPMENT SHALL BE INITIALLY STARTED AND OPERATED BY REPRESENTATIVES OF THE MANUFACTURER.

E. ALL EQUIPMENT SHALL BE PHYSICALLY INSPECTED FOR DAMAGE. SCRATCHES AND OTHER INSTALLATION DAMAGE SHALL BE REPAIRED PRIOR TO FINAL SYSTEM TESTING. EQUIPMENT SHALL BE THOROUGHLY CLEANED TO REMOVE ALL DIRT AND CONSTRUCTION DEBRIS PRIOR TO INITIAL OPERATION AND FINAL TESTING OF THE SYSTEM.

4. TRAINING

A. THE EQUIPMENT SUPPLIER SHALL PROVIDE TRAINING FOR THE FACILITY OPERATING PERSONNEL COVERING OPERATION AND MAINTENANCE OF THE EQUIPMENT PROVIDED. THE TRAINING PROGRAM SHALL BE NOT LESS THAN 4 HOURS IN DURATION AND THE CLASS SIZE SHALL BE LIMITED TO 5 PERSONS. TRAINING DATE SHALL BE COORDINATED WITH THE FACILITY OWNER.

5. SERVICE AND SUPPORT

A. THE MANUFACTURER OF THE GENERATOR SET SHALL MAINTAIN SERVICE PARTS INVENTORY AT A CENTRAL LOCATION WHICH IS ACCESSIBLE TO THE SERVICE LOCATION 24 HOURS PER DAY, 365 DAYS PER YEAR.

B. THE GENERATOR SET SHALL BE SERVICED BY A LOCAL SERVICE ORGANIZATION THAT IS TRAINED AND FACTORY CERTIFIED IN GENERATOR SET SERVICE. THE SUPPLIER SHALL MAINTAIN AN INVENTORY OF CRITICAL REPLACEMENT PARTS AT THE LOCAL SERVICE ORGANIZATION, AND IN SERVICE VEHICLES. THE SERVICE ORGANIZATION SHALL BE ON CALL 24 HOURS PER DAY, 365 DAYS PER YEAR.

6. WARRANTY

A. THE GENERATOR SET AND ASSOCIATED EQUIPMENT SHALL BE WARRANTED FOR A PERIOD OF NOT LESS THAN 5 YEARS FROM THE DATE OF COMMISSIONING AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP.

B. THE WARRANTY SHALL BE COMPREHENSIVE. NO DEDUCTIBLES SHALL BE ALLOWED FOR TRAVEL TIME, SERVICE HOURS, REPAIR PARTS COST, ETC.

Division 16 – Electrical

Emergency/Standby Power Systems

Transfer Switches

Part 1. GENERAL

1.01 Scope

A. Provide complete factory assembled power transfer equipment with field programmable digital electronic controls designed for fully automatic operation and including: surge voltage isolation, voltage sensors on all phases of both sources, linear operator, permanently attached manual handles, positive mechanical and electrical interlocking, and mechanically held contacts for both sources.

B. The generator set manufacturer shall warrant transfer switches to provide a single source of responsibility for all the products provided. Technicians specifically trained to support the product and employed by the generator set supplier shall service the transfer switches.

1.02 Codes and Standards

A. The automatic transfer switch installation and application shall conform to the requirements of the following codes and standards:

1. CSA 282, Emergency Electrical Power Supply for Buildings
2. NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
3. NFPA99 – Essential Electrical Systems for Health Care Facilities
4. NFPA110 – Emergency and Standby Power Systems. The transfer switch shall meet all requirements for Level 1 systems.
5. IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
6. NEMA ICS10-1993 – AC Automatic Transfer Switches.

B. The transfer switch assembly shall comply with the following standards:

1. CSA C22.2, No. 14 – M91 Industrial Control Equipment.
2. EN55011, Class B Radiated Emissions
3. EN55011, Class B Conducted Emissions
4. IEC 1000-4-5 (EN 61000-4-5); AC Surge Immunity.
5. IEC 1000-4-4 (EN 61000-4-4) Fast Transients Immunity
6. IEC 1000-4-2 (EN 61000-4-2) Electrostatic Discharge Immunity
7. IEC 1000-4-3 (EN 61000-4-3) Radiated Field Immunity
8. IEC 1000-4-6 Conducted Field Immunity
9. IEC 1000-4-11 Voltage Dip Immunity.
10. IEEE 62.41, AC Voltage Surge Immunity.
11. IEEE 62.45, AC Voltage Surge.
12. UL1008 – Transfer Switches. Transfer switches shall be UL1008 listed. UL1008 transfer switches may be supplied in UL891 enclosures if necessary to meet the physical requirements of the project.

C. The transfer switch manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.

1.03 Acceptable Manufacturers

Only approved bidders shall supply equipment provided under this contract. Equipment specifications for this project are based on microprocessor-based transfer switches manufactured by Cummins Onan. Equipment by other suppliers that meets the requirement of this specification are acceptable, if approved not less than 2 weeks before scheduled bid date. Proposals must include a line by line compliance statement based on this specification.

Part 2. PRODUCTS

2.01 Power Transfer Switch

A. Ratings

1. Refer to the project drawings for specifications on the sizes and types of transfer switch equipment, withstand and closing ratings, voltage and ampere ratings, enclosure type, and accessories. Unless otherwise noted on the drawings, transfer switches operating at 150VAC (line to neutral) and lower, and transfer switches serving exclusively 3-wire loads shall be 3 pole with solid neutral. All other transfer switches shall be 4 pole.
2. Main contacts shall be rated for 600 Volts AC minimum.
3. Transfer switches shall be rated to carry 100 percent of rated current continuously in the enclosure supplied, in ambient temperatures of -40 to +60 degrees C, relative humidity up to 95% (non-condensing), and altitudes up to 10,000 feet (3000M).
4. Transfer switch equipment shall have withstand and closing ratings (WCR) in RMS symmetrical amperes greater than the available fault currents shown on the drawings and at the specified voltage. The transfer switch and its upstream protection shall be coordinated. The transfer switch shall be third party listed and labeled for use with the specific protective device(s) installed in the application.

B. Construction

1. Transfer switches shall be double-throw, electrically and mechanically interlocked, and mechanically held in the source 1 and source 2 positions. The transfer switch shall be specifically designed to transfer to the best available source if it inadvertently stops in a neutral position.
2. Transfer switches rated through 1000 amperes shall be equipped with permanently attached manual operating handles and quick-break, quick-make over-center contact mechanisms. Transfer switches over 1000 amperes shall be equipped with manual operators for service use only under de-energized conditions.
3. Main switch contacts shall be high-pressure silver alloy. Contact assemblies shall have arc chutes for positive arc extinguishing. Arc chutes shall have insulating covers to prevent inter-phase flashover.
4. Transfer switch internal wiring shall be composed of pre-manufactured harnesses that are permanently marked for source and destination. Harnesses shall be connected to the control system by means of locking disconnect plug(s), to allow the control system to be easily disconnected and serviced without disconnecting power from the transfer switch mechanism.
5. Power transfer switch shall be provided with flame retardant transparent covers to allow viewing of switch contact operation but prevent direct contact with components that could be operating at line voltage levels.
6. Transfer switches designated on the drawings as 4-pole shall be provided with a switched neutral pole. The neutral pole shall be of the same construction and have the same ratings as the phase poles. All poles shall be switched simultaneously using a common crossbar. Substitute equipment using overlapping neutral contacts is not acceptable.
7. Transfer switches that are designated on the drawings as 3-pole shall be provided with a neutral bus and lugs. The neutral bus shall be sized to carry 100% of the current designated on the switch rating.

C. Connections

1. Field control connections shall be made on a common terminal block that is clearly and permanently labeled.

2. Transfer switch shall be provided with AL/CU mechanical lugs sized to accept the full output rating of the switch. Lugs shall be suitable for the number and size of conductors shown on the drawings.

2.02 Transfer Switch Control

A. Operator Panel. Each transfer switch shall be provided with a control panel to allow the operator to view the status and control operation of the transfer switch. The operator panel shall be a sealed membrane panel rated NEMA 3R/IP53 or better (regardless of enclosure rating) that is permanently labeled for switch and control functions. The operator panel shall be provided with the following features and capabilities.

1. High intensity LED lamps to indicate the source that the load is connected to (source 1 or source 2); and which source(s) are available. Source available LED indicators shall operate from the control microprocessor to indicate the true condition of the sources as sensed by the control.
2. High intensity LED lamps to indicate that the transfer switch is "not in auto" (due to control being disabled or due to bypass switch (when used) enabled or in operation) and "Test/Exercise Active" to indicate that the control system is testing or exercising the generator set.
3. "OVERRIDE" pushbutton to cause the transfer switch to bypass any active time delays for start, transfer, and retransfer and immediately proceed with its next logical operation.
4. "TEST" pushbutton to initiate a preprogrammed test sequence for the generator set and transfer switch. The transfer switch shall be programmable for test with load or test without load.
5. "RESET/LAMP TEST" pushbutton that will clear any faults present in the control, or simultaneously test all lamps on the panel by lighting them.
6. The control system shall continuously log information on the number of hours each source has been connected to the load, the number of times transferred, and the total number of times each source has failed. This information shall be available via a PC-based service tool and an operator display panel.
7. Vacuum fluorescent alphanumeric display panel with push-button navigation switches. The display shall be clearly visible in both bright (sunlight) and no light conditions. It shall be visible over an angle of at least 120 degrees. The Alphanumeric display panel shall be capable of providing the following functions and capabilities:

a) Display source condition information, including AC voltage for each phase of normal and emergency source, frequency of each source. Voltage for all three phases shall be displayed on a single screen for easy viewing of voltage balance. Line to neutral voltages shall be displayed for 4-wire systems.

b) Display source status, to indicate source is connected or not connected.

c) Display load data, including 3-phase AC voltage, 3-phase AC current, frequency, KW, KVA, and power factor. Voltage and current data for all phases shall be displayed on a single screen.

d) The display panel shall allow the operator to view and make the following adjustments in the control system, after entering an access code:

i. Set nominal voltage and frequency for the transfer switch.

ii. Adjust voltage and frequency sensor operation set points.

iii. Set up time clock functions.

iv. Set up load sequence functions.

v. Enable or disable control functions in the transfer switch, including program transition.

vi. Set up exercise and load test operation conditions, as well as normal system time delays for transfer time, time delay start, stop, transfer, and retransfer.

e) Display Real time Clock data, including date, and time in hours, minutes, and seconds. The real time clock shall incorporate provisions for automatic daylight savings time and leap year adjustments. The control shall also log total operating hours for the control system.

f) Display service history for the transfer switch. Display source connected hours, to indicate the total number of hours connected to each source. Display number of times transferred, and total number of times each source has failed.

g) Display fault history on the transfer switch, including condition, and date and time of fault. Faults to include controller checksum error, low controller DC voltage, ATS fail to close on transfer, ATS fail to

close on retransfer, battery charger malfunction, network battery voltage low, network communications error.

B. Internal Controls

1. The transfer switch control system shall be configurable in the field for any operating voltage level up to 600VAC. Provide RMS voltage sensing and metering that is accurate to within plus or minus 1% of nominal voltage level. Frequency sensing shall be accurate to within plus or minus 0.2%. Voltage sensing shall be monitored based on the normal voltage at the site. Systems that utilize voltage monitoring based on standard voltage conditions that are not field configurable are not acceptable.
2. Transfer switch voltage sensors shall be close differential type, providing source availability information to the control system based on the following functions:

a) Monitoring all phases of the normal service (source 1) for under voltage conditions (adjustable for pickup in a range of 85 to 98% of the normal voltage level and dropout in a range of 75 to 98% of normal voltage level).

b) Monitoring all phases of the emergency service (source 2) for under voltage conditions (adjustable for pickup in a range of 85 to 98% of the normal voltage level and dropout in a range of 75 to 98% of pickup voltage level).

c) Monitoring all phases of the normal service (source 1) and emergency service (source 2) for loss of a single phase.

3. All transfer switch sensing shall be configurable from a Windows 95, 98, or NT PC-based service tool, to allow setting of levels, and enabling or disabling of features and functions. Selected functions including voltage sensing levels and time delays shall be configurable using the operator panel. Designs utilizing DIP switches or other electromechanical devices are not acceptable. The transfer control shall incorporate a series of diagnostic LED lamps.
4. The transfer switch shall be configurable to control the operation time from source to source (program transition operation). The control system shall be capable of enabling or disabling this feature, and adjusting the time period to a specific value. A phase band monitor or similar device is not an acceptable alternate for this feature.
5. The transfer switch shall incorporate adjustable time delays for generator set start (adjustable in a range from 0-15 seconds); transfer (adjustable in a range from 0-120 seconds); retransfer (adjustable in a range from 0-30 minutes); and generator stop (cooldown) (adjustable in a range of 0-30 minutes).
6. The transfer switch shall be configurable to accept a relay contact signal and a network signal from an external device to prevent transfer to the generator service.
7. The control system shall be designed and prototype tested for operation in ambient temperatures from -40C to +70C. It shall be designed and tested to comply with the requirements of the noted voltage and RFI/EMI standards.
8. The control shall have optically isolated logic inputs, high isolation transformers for AC inputs, and relays on all outputs, to provide optimum protection from line voltage surges, RFI and EMI.

C. Control Interface

1. The transfer switch will provide an isolated relay contact for starting of a generator set. The relay shall be normally held open, and close to start the generator set. Output contacts shall be form C, for compatibility with any generator set.
2. Provide one set Form C auxiliary contacts on both sides, operated by transfer switch position, rated 10 amps 250 VAC.

2.03 Enclosure

A. Enclosures shall be UL listed. The enclosure shall provide wire bend space in compliance to the latest version of NFPA70. The cabinet door shall include permanently mounted key type latches.

B. Transfer switch equipment shall be provided in a NEMA 3R or better enclosure.

C. Enclosures shall be the NEMA type specified. The cabinet shall provide code-required wire bend space at point of entry as shown on the drawings. Manual operating handles and all control switches (other than key-operated switches) shall be accessible to authorized personnel only by opening the key-locking cabinet

door. Transfer switches with manual operating handles and/or non key-operated control switches located on outside of cabinet do not meet this specification and are not acceptable.

Part 3. OPERATION

3.01 Open Transition Sequence of Operation

A. Transfer switch normally connects an energized utility power source (source 1) to loads and a generator set (source 2) to the loads when normal source fails. The normal position of the transfer switch is source 1 (connected to the utility), and no start signal is supplied to the genset.

B. Generator Set Exercise (Test) With Load Mode. The control system shall be configurable to test the generator set under load. In this mode, the transfer switch shall control the generator set in the following sequence:

1. Transfer switch shall initiate the exercise sequence at a time indicated in the exercise timer program, or when manually initiated by the operator.
2. The transfer switch shall issue a compatible start command to the generator set, and cause the generator set to start and run at idle until it has reached normal operating temperature.
3. When the generator set has reached normal operating temperature or after an adjustable time period (whichever is shorter), the control system shall accelerate the generator set to rated voltage and frequency.
4. When the control systems senses the generator set at rated voltage and frequency, it shall operate to connect the loads to the generator set by opening the normal source contacts, and closing the alternate source contacts a predetermined time period later. The timing sequence for the contact operation shall be programmable in the controller.
5. The generator set shall operate connected to the load for the duration of the exercise period. If the generator set fails during this period, the transfer switch shall automatically reconnect the generator set to the normal service.
6. On completion of the exercise period, the transfer switch shall operate to connect the loads to the normal source by opening the alternate source contacts, and closing the normal source contacts a predetermined time period later. The timing sequence for the contact operation shall be programmable in the controller.
7. The transfer switch shall operate the generator set unloaded for a cooldown period, and then remove the start signal from the generator set. If the normal power fails at any time when the generator set is running, the transfer switch shall immediately connect the system loads to the generator set.

C. Generator Set Exercise (Test) Without Load Mode. The control system shall be configurable to test the generator set without transfer switch load connected. In this mode, the transfer switch shall control the generator set in the following sequence:

1. Transfer switch shall initiate the exercise sequence at a time indicated in the exercise timer program, or when manually initiated by the operator.
2. The transfer switch shall issue a compatible start command to the generator set, and cause the generator set to start and run at idle until it has reached normal operating temperature.
3. When the generator set has reached normal operating temperature or after an adjustable time period (whichever is shorter), the control system shall accelerate the generator set to rated voltage and frequency.
4. When the control systems senses the generator set at rated voltage and frequency, it shall operate the generator set unloaded for the duration of the exercise period.
5. At the completion of the exercise period, the transfer switch shall remove the start signal from the generator set. If the normal power fails at any time when the generator set is running, the transfer switch shall immediately connect the system loads to the generator set.

Part 4. OTHER REQUIREMENTS

4.01 Factory Testing. The transfer switch manufacturer shall perform a complete operational test on the transfer switch prior to shipping from the factory. A certified test report shall be available on request. Test process shall include calibration of voltage sensors.

4.02 Service and support

A. The manufacturer of the transfer switch shall maintain service parts inventory at a central location which is accessible to the service location 24 hours per day, 365 days per year.

B. The transfer switch shall be serviced by a local service organization that is trained and factory certified in both generator set and transfer switch service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.

C. The manufacturer shall maintain model and serial number records of each transfer switch provided for at least 20 years.

AI-16347 **10.J.**

Annual Fee-3M Health Information Systems, Inc.

CC CONSENT

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval for the annual fee payment in the amount of $4,089.68 in connection with the "Software and Support License Agreement" with contracted vendor, 3M Health Information Systems, Inc., through contract #C-05-400-08-02 with authority for County Treasurer to issue payment/check after County Auditor's review and processing procedures are completed for Hidalgo County Human Services.

BACKGROUND

License Fees are for the period from 09/21/2009 to 09/20/2010.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-444-00-240-001-0-747

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

BUDGETARY IMPACT:

Amount available for requisition# 158321 as of 7-10-09 $4,089.68 for 3M Health Information Systems Inc.

Attachments

Link: Correspondence

Link: Invoice and License Agreement Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 10:42 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 01:58 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/10/2009 03:33 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Vangie Garcia Started On: 07/03/2009 08:18 AM

Final Approval Date: 07/10/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, June 30, 2009 10:54 AM
To: 'Dairen Sarmiento'
Subject: RE: 3M Health Information Systems

Ok, this is what I needed to know in order to proceed forward. Thank you for this information.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Tuesday, June 30, 2009 8:13 AM
To: Evangelina Garcia
Subject: Re: 3M Health Information Systems

Yes. We are currently using the software and will continue to use it for this next year.

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

-----Original Message-----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent 6/29/2009 4:48:31 PM
To: "'Dairen Sarmiento'" <dairen.sarmiento@hchd.org>
Cc: "'Darlene Betancourt'" <darlene.betancourt@co.hidalgo.tx.us>, "'Ramon'" <Ramon.vela@co.hidalgo.tx.us>
Subject: 3M Health Information Systems

Hello Dairen;
Please review the attached information regarding the above-referenced information. Is this company still providing the services. Please let me know that way I can proceed with further direction. The Purchasing Department received a "Request for Purchase Order" from 3M pursuant to the "Software/Support Agreement". The date on the letter is showing May 14,2009, so I need to look into this. I'm attaching with the letter the license agreement along with minutes from Commissioners Court action back on 08/02/05. Call me if you have any questions. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina. garcia@co.hidalgo.tx.us

3M Health Information Systems, Inc.

575 West Murray Boulevard
Murray, UT 84123-4611
801-265-4400

REQUEST FOR PURCHASE ORDER

May 14, 2009

MARY MALDONADO, CONTRACT MANAGER
HIDALGO COUNTY
100 E CANO ST FL 4
EDINBURG, TX 78539-4582

Dear Mary Maldonado:

Thank you for your continued use of 3M Health Information Systems, Inc. software and support. This letter serves to notify you that the annual fee for your 3M software/support will be due on **9/21/2009,** according to the terms and conditions of your agreement with 3M Health Information Systems, Inc.

The following process will assist in the proper handling of your upcoming invoice(s):

- Please send a purchase order or similar funding document to cover fees for the period from **9/21/2009 to 9/20/2010.** Your purchase order should be sent to our Murray office by **August 1st**. You can use the enclosed pre-paid envelope or, if you prefer you can email it to **hi-3minvoice@mmm.com** or fax the purchase order to **(801) 263-3657**.

- The total amount due is **$4,089.68** plus applicable sales tax. Any applicable discounts have been applied to the pricing on the enclosed attachment(s).

- Your purchase order number will be referenced on the invoice.

- **To ensure uninterrupted use of your 3M software and continued 3M support, you are expected to pay the invoice within 30 days of the date it was issued.**

We appreciate your business and hope to continue our relationship with you for many years to come.

If you have any questions or concerns regarding this notification or would like additional information, please call me at **(801) 265-4694.** I look forward to receiving your documents by **August 1st**.

Sincerely,

Susan Baer

Susan Baer
Contract Management

Attachment

Site ID: 2740493

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into and effective as of the *30th* day of *July, 1999*, between Minnesota Mining and Manufacturing Company (hereinafter referred to as "3M") having an office at 375 West Murray Boulevard, Murray, Utah 84123-4611, ("3M") and *Hidalgo County* (hereinafter referred to as "Customer") with offices at *100 East Cano, 5th Floor, Edinburg, TX 78539*. Customer contracts for and 3M agrees to furnish the Software and related services described in this Agreement under the terms and conditions of this Agreement.

TERM OF THIS AGREEMENT:	*Three (3) Years*	PAYMENT CYCLE:	*Annual*
CPU TYPE:	*Single PC*		
INSTALLATION SITE(S):	*Hidalgo County* *Human Services Department* *1212 South 28th Street* *Edinburg, TX 78539*		

PRICING SUMMARY

SOFTWARE LICENSE FEES WITH SERVICE FEES: (Itemized on Software Schedule)	$	4,148
INSTALLATION & TRAINING FEES: (Itemized on Software Schedule)	$	[illegible]
TOTAL SOFTWARE, INSTALLATION & TRAINING FEES:	$	[illegible]
DOWN PAYMENT AMOUNT:	$	-0-

This Pricing Summary does not include incidental expenses, such as freight, freight insurance, and travel expenses (excluding initial installation and training), which the customer will be billed separately to Customer as they are incurred. It also does not reflect costs of services not obtained through 3M.

Customer has read this Agreement, each exhibit, including the disclaimers of warranties, limitations of liability and limitations of remedy which are contained therein. To indicate their acceptance and agreement to be bound by the terms and conditions of this Agreement, 3M and Customer have executed this Agreement on the date(s) indicated below, to be effective as of the date first indicated above.

HIDALGO COUNTY	MINNESOTA MINING AND MANUFACTURING
BY X [signature]	BY [signature]
NAME X Jose Eloy Pulido	NAME John E. Newhall, Jr.
TITLE X Hidalgo County Judge	TITLE Manager, Contract Administration
DATE X August 16, 1999	DATE July 26, 1999

CUSTOMER: *Hidalgo County*	3M HEALTH INFORMATION SYSTEMS 375 West Murray Boulevard Murray, Utah 84123-4611
ATTENTION: *Aurelio Zapata*	ATTENTION: *Manager, Contract Administration*

Issue Date: 07/21/99 Last Date: 07/30/99 3M Contract No. *70-3921*

3M
Health Information Systems

AMENDMENT NO. 1 TO SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is entered into and effective as of the *30th* day of *July, 1999*, between Minnesota Mining and Manufacturing Company (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611, ("3M") and *Hidalgo County* (hereinafter referred to as "Customer") with offices at *100 East Cano, 5th Floor, Edinburg, TX 78539.*

Customer and 3M agree that the above referenced Agreement is amended as follows:

~~◆~~ = Deletion
Underscored text = Addition

1. **ADD Section 9.3 to the terms and conditions:**

9.3 Fiscal Non-Appropriation of Funds. Notwithstanding any other term contained herein, Customer shall have the right, in the event that funds are not appropriated in any fiscal year during the term of this Agreement, to terminate this Agreement without charge, effective as of the last day of the fiscal year for which appropriation was made, providing that Customer (i) agrees not to use a competitor's equipment or software during the original term of the Agreement, (ii) pays all charges incurred to the end of the current fiscal period, and (iii) provides sixty (60) days written notice to 3M of non-appropriation of funds. It is understood that Customer is required by law to request this non-appropriation of funds termination provision. Customer hereby agrees to seek funding for each fiscal year.

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

HIDALGO COUNTY	MINNESOTA MINING AND MANUFACTURING
BY X	BY
NAME X Jose Eloy Pulido	NAME John E. Newhall, Jr.
TITLE X Hidalgo County Judge	TITLE Manager, Contract Administration
DATE X August 16, 1999	DATE *July 30, 1999*

Issue Date: *07/31/99* Rev Date: *07/30/99* 3M Contract No. *99-0928*

3M
Health Information Systems

SOFTWARE LICENSE AGREEMENT

1.0 DEFINITIONS

1.1 **"Access Site"** means the physical location of Equipment on which the Software shall be accessed and used (other than an Installation Site), or any substitute location first approved by 3M in writing. All Access Sites shall be identified on the face of this Agreement, and if necessary, on the "Additional Access Sites" page of this Agreement.

1.2 **"Documents"** means written reference, operations and/or users manuals and other documents, and all revisions thereto, which provide specifications for or instructions for the use of the Software and which are furnished to Customer by 3M.

1.3 **"Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Installation Site(s) and/or Access Site(s) which have been approved by 3M for processing the Software or substitute or backup equipment first approved by 3M in writing.

1.4 **"Installation Site"** means the physical location of the Equipment on which the Software shall be installed and used, or any substitute location first approved by 3M in writing. All Installation Sites shall be identified on the face of this Agreement, and if necessary, on the "Additional Installation Sites" page of this Agreement.

1.5 **"Software"** means 3M Software and Third Party Software.

1.6 **"3M Software"** means all copies of 3M-owned computer program(s) identified in the Software Schedule to this Agreement and any Updates thereto.

1.7 **"Software Installation Date"** means, with respect to any particular Software, the earliest date on which the Software is loaded on the Equipment and (i) passes 3M's diagnostic tests for such Software under Customer's observation, or (ii) is put into use by Customer for any purpose, whichever occurs first. Customer installed Software will be presumed to be loaded on the Equipment seven (7) days after shipment by 3M.

1.8 **"Third Party Software"** means all copies of non-3M-owned computer programs identified in the Software Schedule to this Agreement and any Updates or diagnostic support aids thereto which are distributed to Customer by 3M.

1.9 **"Update"** means an enhancement or modification to the Software which 3M makes generally available to its customers without an additional or increased license fee.

2.0 SOFTWARE

2.1 **Ownership.** Title to all copies of the Software and Documents (including those made by Customer), and to all related confidential and proprietary information, shall be and remain vested in 3M and/or its suppliers. 3M also retains title to all media used to supply Software to Customer. Whenever 3M supplies Updates to Customer, Customer shall certify in writing to 3M that all copies of media previously furnished by 3M have been returned to 3M or destroyed.

2.2 **Installation.** Software shall be installed by 3M; however, certain Software may be identified in the Software Schedule as Customer-installable ("CI"). Customer shall, at its expense, be responsible to see that all Customer-installable Software is installed and placed in working order. Customer shall provide 3M with all relevant specifications and other documents and shall supply all cables, interface hardware and other Equipment reasonably required to integrate and interface the Software with Customer's instruments and other computer systems.

2.3 **Customer Acceptance Testing, Software Acceptance.** Beginning on the Software Installation Date and continuing until Customer begins regular, productive use of the Software, or for a period of ninety (90) days after the Software Installation Date, whichever occurs first, Customer shall have the right to test the Software ("Acceptance Test Period"). In the event that the Software fails to perform in substantial accordance with the Documents during the Acceptance Test Period, Customer shall report the problem(s) to 3M in writing and 3M shall correct the problem pursuant to Section 3.0. Customer can then retest the Software. Software will be deemed accepted upon the conclusion of the Acceptance Test Period or when all problems that were identified during the Acceptance Test Period have been corrected ("Software Acceptance Date").

2.4 **Training.** 3M shall train Customer's employees in use of the 3M Software. Course descriptions, duration and the number of employees to be trained in each session shall be provided to Customer shortly after the complete execution of this Agreement. Training may be both on-site and off-site as indicated. Customer shall, at its expense: (i) provide the necessary employees for training at the scheduled times and training locations, and (ii) provide the necessary training resources including, but not limited to, rooms, overhead

projectors, video equipment and personal computers for computer based training. Customer shall provide adequate time for training of Customer's personnel, as defined by 3M's installation and training personnel.

2.5 **3M Software License.** During the term of this Agreement, 3M grants Customer a nontransferable, nonexclusive license ("License") to use the 3M Software solely on Customer's designated Equipment at the Installation Site(s) or at any Access Site(s), and to make such copies of the 3M Software and/or Documents as are necessary to secure the Customer's data or which are essential to the operation of the Equipment.

2.5.1 **Temporary License for Equipment Malfunction.** Notwithstanding the foregoing, during any period of Equipment malfunction causing the 3M Software to be inoperative, Customer may use the 3M Software on other Equipment; however, Customer shall not remove the 3M Software from the Installation Site without 3M's written consent, which shall not be unreasonably withheld.

2.5.2 **Permitted/Prohibited Users.** Customer may permit Customer's employees, employees of Affiliated Providers, Admitting Physicians and Consulting Physicians to access the 3M Software by modem, terminal and printer and to use the Documents provided that Customer shall inform and require each person or entity permitted to access and use the 3M Software and Documents to comply with the restrictions of Sections 2.5 and 4. Such access to the 3M Software is permitted solely for use of the 3M Software with respect to processing transactions of the Installation Site(s) and/or Access Site(s) listed in this Agreement, and not for use of the 3M Software with respect to processing transactions related to Affiliated Providers, Admitting Physicians and Consulting Physicians. Customer may also permit a consultant or contractor to access and use the 3M Software on Customer's behalf provided that (i) the consultant or contractor has a legitimate need to access and use the 3M Software, (ii) the consultant or contractor is not, in 3M's reasonable opinion, a competitor of 3M and (iii) Customer requires such consultant or contractor to execute a nondisclosure agreement which is acceptable to 3M and delivers a copy of such agreement to 3M. Customer shall not permit any other hospital, person or entity to access and/or use the 3M Software nor shall Customer use the 3M Software for the benefit of any other hospital, person or entity without 3M's prior written consent. For purposes of this Section 2.5.2:

a. "Affiliated Provider" means (i) a hospital in which Customer has majority ownership or control, or (ii) a clinic, clinical laboratory, surgicenter or nursing home owned or controlled by, under common ownership with or under management contract with Customer, or with any hospital owned or controlled by Customer.

b. "Admitting Physician" means a licensed physician who has the privilege to admit patients at Customer or an Affiliated Provider.

c. "Consulting Physician" means a licensed physician who provides medical consultation at Customer or an Affiliated Provider, or to an Admitting Physician.

2.5.3 **Prohibited Uses.** The License granted to Customer does not permit Customer to do or permit any of the following without 3M's prior written consent: (i) make extra copies of the 3M Software or Documents (except as set forth in Section 2.5 above), (ii) sublicense, lease, lend, transfer or permit access to the 3M Software or Documents (or any copies thereof) to any third party, or (iii) disassemble, reverse-engineer or create derivative works based upon the 3M Software.

2.6 **Third Party Software License.** All terms and conditions of this Agreement apply to Third Party Software except as otherwise indicated in this Agreement or where such terms and conditions conflict with the terms and conditions of the applicable Third Party Software license agreement accompanying the Third Party Software which shall control Customer's use of Third Party Software. In the event Customer is permitted by a Third Party Software license agreement to change, modify or make any derivative work from the Third Party Software, Customer assumes total responsibility for any resulting Equipment and/or Software malfunctions.

2.7 **Software Security.** 3M provides standard industry utilities and functions as part of the Software to limit access to the Software to authorized personnel. The effectiveness of such utilities and functions, however, depends upon the Customer's proper use of such utilities and functions, in addition to Customer's other policies and procedures related to software security. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access to the Software.

2.8 **Operating Results.** While 3M makes the Software available for Customer's use, Customer understands and acknowledges that it is solely responsible for the use it makes of the Software including, but not limited to, monitoring and verifying the input to and output from the Software. Accordingly, so long as the Software meets the performance warranty set forth in Section 6.3, Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to Customer's use of the Software by Customer or any other person.

3.0 SUPPORT SERVICES

3.1 Scope of Support Services. Beginning on the Software Installation Date and continuing throughout the term of this Agreement, 3M shall provide Customer with the following support services ("Support Services") at no additional charge provided that the Software in use by Customer is the most current or the immediately preceding Update level:

3.1.1 Corrections. 3M shall correct significant deviations between the 3M Software and the applicable Documents and any incompatibility between the 3M Software and the operating system software of any Equipment which has been approved by 3M for use with 3M Software.

3.1.2 Updates. 3M shall furnish Updates to the 3M Software.

3.1.3 Telephone Support. 3M shall provide Customer with telephone assistance to support Customer's use of the 3M Software.

3.2 Availability of Support Services. Support Services will be available during the hours of 8:00 a.m. to 5:00 p.m. (based on Customer's time zone) Monday through Friday, excluding normal business holidays. Support for a critical problem (defined as a problem which is stopping production or adversely affecting patient care, and for which there is no alternative way to operate the system) will also be provided outside such hours 365 days per year. If, at any time, Customer experiences a critical problem with 3M Software, 3M shall provide Support Services within four (4) hours after Customer has notified the designated 3M support center.

3.3 Customer's Obligations. To enable 3M to provide Support Services under this Agreement, Customer shall: (i) notify 3M when support is required and report problems to 3M, (ii) allow 3M full access to Customer's system and the reasonable use of necessary site facilities, utilities, data communications and system resources with ready access at no charge, (iii) when requested by 3M, collect data and other information necessary for 3M to resolve system problems, (iv) maintain the database and program libraries as specified by 3M, (v) obtain any additional reasonable Equipment, updates to Third Party Application Software and Third Party Operating System Software (as specified by 3M) necessary to make an Update operational, and (vi) provide time for installation of all Updates, (vii) perform regular daily backups, (viii) provide qualified personnel to work with 3M personnel.

3.4 Modification of Support Services. After the initial term of this Agreement ("Initial Term") (as set forth on the face of this Agreement), 3M may modify the Support Services offered with respect to the Software by giving Customer written notice ninety (90) days prior to any renewal date, including the first renewal date.

3.5 Customer's Obligations With Respect to Updates. Updates are designed to be Customer- installable. When on-site support for Updates is requested by Customer, 3M reserves the right to charge Customer 3M's then current fees (one hundred and fifty dollars per hour plus travel and per diem) for installation and training in connection with Updates which require 3M personnel to provide support at Customer's site. Such charges are not included in the fees listed on the face of this Agreement. Customer agrees to purchase any additional reasonable Equipment, updates to Third Party Application Software and Third Party Operating System Software (as specified by 3M) which may be required to make an Update operational. 3M will use reasonable efforts to notify Customer of additional charges and/or Equipment necessary to make an Update operational prior to the release of such Update.

4.0 CONFIDENTIAL INFORMATION, TRADENAMES AND COPYRIGHTS

4.1 Customer's Obligations. Customer acknowledges that this Agreement, the Software and the Documents contain information that is confidential and proprietary to 3M and/or its suppliers ("3M Information"). Customer agrees to treat all 3M Information as confidential, to require its employees and all other individuals who Customer permits access to the Software or the Documents pursuant to Section 2.0 to comply with this Section 4.1, and otherwise use its best efforts to prevent unauthorized disclosure of 3M Information. The obligations of this Section 4.1 shall not apply to any 3M Information which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to Customer. The existence of a copyright notice shall not cause or be construed to cause the Software or the Documents to be a published copyrighted work or to be public information or in the public domain. Customer shall not remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any Equipment, Software, Documents or other materials delivered to Customer pursuant to this Agreement, and will cause them to appear on all copies made by Customer pursuant to Section 2.0.

4.2 3M's Obligations. 3M acknowledges that in the course of performing this Agreement it may be given access to Customer's medical records, patient records, hospital and medical systems, financial and billing data and other operational information (collectively, "Customer Information"). 3M agrees to treat all Customer Information as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and contractors. The obligations of this Section 4.2 shall not apply to any Customer Information which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.

5.0 ACCESS TO 3M BOOKS AND RECORDS

5.1 **Access.** To the extent required by applicable law (42 U.S.C. 1395x(v) (1) (I) and 42 CFR Sec. 420.300 through 420.304, or any successor statutes or regulations), until the expiration of four (4) years after the furnishing of services under this Agreement, 3M shall make available upon written request to the Secretary of Health and Human Services ("Secretary") or the Comptroller General, or to any of their duly authorized representatives, this Agreement and such books, documents and records of 3M that are necessary to verify or certify the nature and extent of 3M's invoiced charges for services furnished to Customer.

5.2 **Subcontracts with Related Organizations.** 3M agrees that to the extent required by applicable law, if 3M carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of $10,000 or more over a twelve month period, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services under that subcontract, the related organization will make available, upon written request to the Secretary, or to the Comptroller General, or to any of their duly authorized representatives, the subcontract and such books, documents and records of the related organization that are necessary to verify or certify the nature and extent of the costs incurred by Customer based on 3M's invoiced charges for services furnished by the related organization.

6.0 WARRANTIES AND REPRESENTATIONS

6.1 **Authority.** 3M represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, it has and will have full power and authority to enter into this Agreement and perform hereunder; and that such entry and performance does not and will not violate any rights of any third party.

6.2 **Noninfringement.** 3M further represents and warrants to Customer that, during the Initial Term of this Agreement and any renewal thereof, the 3M Software and Documents do not infringe any patent, copyright, trademark or trade secret rights of any third party. Customer shall immediately notify 3M of any infringement claim and provide 3M with a copy of any pleadings. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M , and at 3M's expense. 3M also agrees to indemnify and hold Customer harmless from any damages or expenses (including attorney's fees) actually and finally awarded against Customer in any lawsuit arising out of or related to 3M's alleged infringement of a third party's intellectual property rights. 3M may, at its option and expense, procure for Customer the right to continue using the allegedly infringing 3M Software, replace it with a noninfringing item, modify it so it becomes noninfringing, or require Customer to return all copies of the allegedly infringing 3M Software to 3M and grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. THIS SECTION 6.2 STATES THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO. This warranty does not extend to any Third Party Software.

6.3 **Performance.** 3M further represents and warrants that, so long as Customer has licensed the 3M Software from 3M on a continuous and uninterrupted basis from the Software Installation Date, and is using the then-current or immediately preceding 3M Software Update level, the 3M Software shall perform in substantial accordance with the Documents. Upon receipt of written notice from Customer that 3M Software fails to meet this warranty, 3M shall provide the Support Services set forth in Section 3.0 of this Agreement. In the event 3M is unable to remedy a breach of warranty in this Section 6.3, Customer shall return all copies of the applicable 3M Software to 3M and 3M shall grant Customer a pro rata credit for the unused portion of the prepaid Software license fee for the current year and terminate the applicable Support Services. This warranty does not extend to any Third Party Software.

6.4 **Century Date Changes.** The 3M Software is year 2000 compliant. 3M Software is designed to accommodate date changes between the 20th and 21st centuries. 3M will correct any non-conformance within the 3M Software associated with date processing; specifically the years 1999, 2000, 2001 and beyond. The Software uses an eight digit date format with two digits indicating the century and will make proper date related calculations if an eight digit date is properly input and communicated.

6.5 **Disclaimer.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 6, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

7.0 LIMITATION OF LIABILITY

7.1 **Lost Data or Information.** 3M AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE RESULTING FROM LOST DATA OR INFORMATION. IN THE EVENT DATA OR INFORMATION IS LOST DUE TO ANY NEGLIGENT ACT OR OMISSION BY 3M, OR DUE TO BREACH OF ANY WARRANTY, 3M'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY SHALL BE FOR 3M TO USE ITS BEST EFFORTS TO RECOVER THE LOST DATA OR INFORMATION AT NO CHARGE TO CUSTOMER.

7.2 **Excluded Damages.** NEITHER 3M AND ITS SUPPLIERS, NOR CUSTOMER SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CUSTOMER'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT OR CUSTOMERS BREACH OF SECTION 2.5.2 AND/OR 2.5.3), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND.

7.3 **Maximum Liability.** 3M'S MAXIMUM CUMULATIVE LIABILITY FOR ACTUAL DAMAGES FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO (i) THE SUM OF THE SOFTWARE LICENSE FEES FOR THE INITIAL TERM OF THIS AGREEMENT, OR (ii) ONE MILLION DOLLARS ($1,000,000), WHICHEVER IS LESS.

8.0 FEES, INVOICING AND PAYMENTS

8.1 **Software.** License fees for each item of Software are set forth in the Software Schedule and shall be invoiced to Customer as set forth below. Upon execution of this Agreement, Customer shall pay 3M the down-payment set forth on the face of this Agreement. The down-payment shall appear on the initial invoice(s) as a credit against the first year license fees. Notwithstanding anything to the contrary contained in any Third Party Software license agreement, Customer shall pay all license fees to 3M with respect to Third Party Software as provided in this Agreement for the term of this Agreement.

a. **First Year of the Initial Term.** License fees for the first year, set forth in the Software Schedule and summarized on the face of this Agreement, will be invoiced to Customer on or shortly after Software Installation Date.

b. **Second and Subsequent Years of the Initial Term.** License fees for the second and subsequent years of the Initial Term shall be communicated to the Customer at least ninety (90) days prior to the anniversary of the earliest Software Installation Date. For purposes of convenience, 3M shall, each year after the first year of the Initial Term, submit a single invoice to Customer for all license fees by prorating the term of License and the license fee for each individual item of Software, regardless of the Software's Installation Date, to correspond to the next anniversary of the item of Software having the earliest Software Installation Date. The license term for all items of Software shall then coterminate with the license term provided for the item of Software having the earliest Software Installation Date. License fee increases, if any, in the second and subsequent years of the Initial Term shall not exceed five percent (5%) of the license fee for the immediately preceding year.

c. **Renewal after the Initial Term.** License fees for years after the Initial Term for which this Agreement is renewed shall be at 3M's then-current license fee which shall be communicated to the Customer at least ninety (90) days prior to the end of the Initial Term and the end of any yearly renewal period hereof.

8.2 **Software Installation and Training.** Charges for Software installation and training are set forth in the Software Schedule and shall be invoiced on or after Software Acceptance Date. If Customer cancels an agreed upon installation and/or training date less than seven (7) days prior to such date, or if Customer is unprepared to go forward with installation and/or training on the agreed upon installation and/or training date, then 3M may invoice Customer for any non-refundable travel-related costs and expenses and one day's installation and/or training (as applicable) at 3M's then current rate.

8.3 **Miscellaneous Charges.** All charges and fees not specified in this Agreement shall be invoiced to Customer shortly after such charges or fees accrue. Customer may approve, in writing, all miscellaneous charges before they are incurred on behalf of Customer.

8.4 **Invoicing, Payments.** All charges and fees under this Agreement are due and payable in full in U.S. dollars within thirty (30) days after the date of invoice. 3M may assess a late payment charge at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on the unpaid amount for each month (or fraction of a month) any payment is late. If Customer becomes thirty days past due on an invoice, 3M may, upon written notice to Customer, immediately suspend the Support Services set forth in Section 3.0 until such past due charges are brought current or until this Agreement is terminated for breach as set forth in Section 9.2.

8.5 **Taxes.** In addition to the charges and fees specified herein, Customer shall pay or reimburse 3M for all taxes, customs duties and amounts levied instead of taxes resulting from this Agreement, except for personal property taxes on the Software and taxes based on 3M's net income. If Customer is exempt from any taxes, Customer shall certify such exemption in a form satisfactory to 3M.

3M
Health Information Systems

SOFTWARE SCHEDULE

ITEM	QTY	DESCRIPTION	1ST YR LICENSE FEES	INSTALL & TRAINING FEES
1.	1	PC HCFA Grouper "CE"	2,145	~~2,000~~ 3,000

Software use is limited to a maximum of 10,000 covered lives.

TOTAL FIRST YEAR ANNUAL SOFTWARE LICENSE FEES WITH SERVICE FEE: $ 2,145
TOTAL INSTALLATION & TRAINING FEES: $ ~~2,000~~ 3,000
TOTAL LICENSE, INSTALLATION & TRAINING FEES: $ ~~4,145~~ 5,145

Issue Date: *07/21/99* Rev Date: *07/30/99* 3M Contract No. *99-0928*

9.0 TERM, NONRENEWAL AND TERMINATION

9.1 **Term.** This Agreement shall become effective upon complete execution by the parties and shall remain in effect for the period of time set forth on the face of this Agreement commencing on the earliest Software Installation Date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party gives the other party written notice at least sixty (60) days prior to the renewal date of its election not to renew ("Nonrenewal").

9.2 **Termination and Nonrenewal, Rights and Obligations.** During the Initial Term of this Agreement, or any renewal thereof, either party may terminate this Agreement immediately upon the occurrence of any of the following events: (i) the other party has failed to cure a breach of this Agreement within thirty (30) days after receiving written notice thereof; (ii) the other party institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings; (iii) proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings pend against the other party for more than ninety (90) days; (iv) the other party makes a general assignment for the benefit of creditors; (v) the other party becomes insolvent; or (vi) either party ceases to conduct business or to conduct the business relevant hereunder. Upon any termination or nonrenewal of this Agreement, Customer's License to access and use the 3M Software pursuant to Section 2.5 is and shall be automatically and immediately revoked, and Customer shall (i) cease all further use of the 3M Software and, at 3M's option, either return all copies of the 3M Software and Documents to 3M at Customer's expense or destroy all copies of the 3M Software and Documents. Customer shall certify to 3M in writing that all copies have been returned or destroyed; (ii) pay all charges and fees outstanding (and no refund shall be due Customer for any charges or fees paid); (iii) return to 3M any security devices which 3M loaned to Customer. Sections 2.1, 4, 5, 7 and 10 shall survive any termination of this Agreement.

10.0 GENERAL PROVISIONS

10.1 **Effect of Agreement.** This Agreement (including all Schedules, Exhibits and other attachments hereto) embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, oral or written proposals and communications or other agreements, oral or written, relating thereto. Customer acknowledges that it has not been induced to enter into this Agreement by any representation or statement, oral or written, not contained in this Agreement.

10.2 **Amendments, Modifications.** Except as otherwise provided herein, any amendment hereof must be in writing and signed by both parties. In connection with this Agreement, 3M may from time to time accept receipt of one or more purchase orders from Customer, may acknowledge such receipt by returning one or more acknowledgment copies, and may issue invoices against any such purchase order. Any such act by 3M is for Customer's convenience only. The terms and conditions of this Agreement shall prevail over any conflicting or additional terms and conditions of any order or other document submitted by Customer at any time in connection with this Agreement. All such conflicting and additional terms and conditions are specifically rejected and do not form, and shall not form, any part of this Agreement.

10.3 **Interpretation, Priority.** The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict between a provision of this Agreement, any Schedule or Exhibit thereto, or a Document, such conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): terms and conditions of this Agreement, Schedule, Exhibit, Document.

10.4 **Assignment.** This Agreement is binding on successors and assigns of the parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Customer without 3M's prior written consent.

10.5 **Force Majeure.** Neither party shall be responsible for failure to comply with this Agreement due to causes beyond its reasonable control.

10.6 **Announcements.** 3M, with Customer's prior approval, may issue announcements concerning this Agreement to the trade press and recognized industry consultants.

10.7 **Notices.** Each party shall appoint a representative from its organization authorized to receive notices hereunder. All notices required to be given shall be given in writing by personal delivery or by certified or registered mail to the other party at the address listed on the face of this Agreement. Any change of address shall be promptly communicated in writing to the other party.

10.8 **Severability, Enforcement.** Any provision of this Agreement which is held to be void, invalid, unenforceable or illegal by a court shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

10.9 **Governing Law.** This Agreement shall be governed by the laws of the state of * *Texas.*

AMENDMENT NO. 1 TO SOFTWARE LICENSE AGREEMENT

3M Health Information Systems

THIS AGREEMENT is entered into and effective as of the *21st day of September, 2002* between 3M Company (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611, ("3M") and *Hidalgo County Purchasing* (hereinafter referred to as "Customer") with offices at *100 East Cano Street, 5th Floor, Edinburg, TX 78539.*

Customer and 3M agree that the above referenced Agreement is amended as follows:

◆= Deletion
Underscored text = Addition

ITEM	QUANTITY	ACTION	DESCRIPTION	1ST YEAR LICENSE FEES $	INSTALL & TRAINING FEES $
			CPU TYPE: *Single PC*		
1.	1	Delete	PC Grouper		
2.	1	Add	3M™ Core Grouping Software-CMS Grouper	2,252	N/A

Swapping the above mentioned product(s) for 3M™ Core Grouping Software, 3M is honoring your current License Fees under this Agreement.

Software use is limited to a maximum of 10,000 covered lives per year.

For the purpose of this Agreement, the Software Installation Date is deemed to be September 21, 2002.

3. ADD Section 2.5.2.1 to the terms and conditions:

2.5.2.1 Remote Coding. 3M permits access to and use of the Software by Customer's employees from remote locations for the benefit of Customer ("Remote Coding"). Customer is responsible for assuring that such access and use is in accordance with terms and conditions of this Agreement including, but not limited to, the use of the Software solely for the benefit of the Installation and Access Sites listed in this Agreement. Security to detect and/or prevent unauthorized access, disclosure or use of protected health information ("PHI") or Customer's Operational Information (as defined in Section 4.2.2) data is the sole responsibility of Customer, and Customer agrees to indemnify and hold 3M harmless from any demands, claims, or suits by a third party for loss, judgment, damages or expenses (including attorney's fees) arising out of or related to unauthorized access, disclosure or use of PHI or Customer's Operational Information in Remote Coding situations.

4. ADD Section 9.1.1 to the terms and conditions.

9.1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from 3M for an extended three year term ending September 20, 2005 ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.5, shall automatically terminate unless Customer, upon sixty (60) days prior written notice, requests renewal. Such renewal, if any, would be priced at 3M's then-current list price, less any applicable discount. 3M, at its option, may elect not to renew the Agreement.

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

HIDALGO COUNTY PURCHASING	3M COMPANY
BY X	BY
NAME X JOSE E. PULIDO	NAME John E. Newhall, Jr.
TITLE X COUNTY JUDGE	TITLE Manager, Contract Administration
DATE X SEPTEMBER 16, 2002	DATE *May 16, 2002*

Issue Date: *5/16/02* 3M Contract No. *99-0928*

SLA 10/98

AMENDMENT NO. 2 TO SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT to the Software License Agreement dated July 30, 1999 between 3M Company and (Customer) is entered into and effective as of the *21st* day of *September, 2005* between 3M Company (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611, ("3M") and *Hidalgo County* (hereinafter referred to as "Customer") with offices at *100 East Cano, 5th Floor, Edinburg, TX 78539.*

Customer and 3M agree that the above referenced Agreement is amended as follows:

$ = Deletion
Underscored text = Addition

ITEM	QUANTITY	ACTION	DESCRIPTION	1ST YEAR LICENSE FEES $	INSTALL & TRAINING FEES $
			CPU TYPE: *Single PC*		
1.	1	Renew	3M™ Core Grouping Software-CMS Grouper (List $3,800)	3,616	N/A
			For the purpose of this Agreement, the Software Installation Date is deemed to be September 21, 2005.		

2. DELETE Section 4.2 of the terms and conditions in its entirety and REPLACE it with the following:

4.2 3M's Obligations. 3M acknowledges that in the course of performing this Agreement it may be given access to information that is confidential to Customer or to third parties, including Customer's patients. 3M agrees to treat all such information as confidential in accordance with the following provisions:

4.2.1 Protected Health Information. To the extent required by the Health Insurance Portability and Accountability Act of 1996, or "HIPAA," and the regulations promulgated there under, 3M agrees that, with respect to protected health information ("PHI") it will:

(1) not use or further disclose PHI other than as permitted or required in the performance of this Agreement, or as required by law;

(2) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Agreement;

(3) report to Customer any use or disclosure of PHI not provided for in this Agreement of which 3M becomes aware;

(4) ensure that any subcontractors or agents to whom 3M provides PHI received from Customer agree to the same restrictions and conditions that apply to 3M with respect to PHI;

(5) make available PHI in accordance with applicable law;

(6) incorporate any amendments or corrections to PHI when notified pursuant to applicable law;

(7) make available the information required to provide an accounting of disclosures pursuant to applicable law;

(8) make 3M's internal practices, books, and records relating to the use and disclosure of PHI received from Customer available to the Secretary of the United States Department of Health and Human Services for purposes of determining Customer's compliance with applicable law, and

(9) at termination of this Agreement, if feasible, return or destroy all PHI received from Customer that 3M still maintains in any form and retain no copies thereof.

Site ID: *2740493*

4.2.2 Operational Information. In addition, 3M agrees to treat all Customer Information other than PHI including, but not limited to, hospital and medical systems, financial and billing data and other operational information (collectively, "Operational Information") as confidential and to use its best efforts to prevent unauthorized disclosure of such items by 3M's employees, agents, representatives and contractors. The obligations of this Section 4.2.2 shall not apply to any Operational Information which is public information on the date this Agreement is completely executed, or becomes public information subsequent to such date through acts not attributable to 3M or its employees, agents, representatives or subcontractors.

3. ADD Section 9.1.1 to the terms and conditions.

9.1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from 3M for an extended five (5) year term ending September 30, 2010 ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.1, shall automatically renew for successive one (1) year terms, unless either party gives the other ninety (90) days written notice prior to the applicable renewal date requesting termination of this Agreement.

APPROVED ON COMMISSIONERS' COURT August 2, 2005

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

ATTEST:

Juan D. Saldivar III Dep
Juan D. Saldivar, III, county Clerk

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.

HIDALGO COUNTY	3M COMPANY
BY X	BY
NAME X Ramon Garcia	NAME Heather Bestolli
TITLE X County Judge	TITLE Contract Manager
DATE X 9-14-05	DATE July 6, 2005

Issue Date: 7/06/05 3M Contract No. 99-0928

Approved by Commissioners' Court on 9-2-05

Site ID: 2749693

AI-16397 **10.K.**

Renewal/Extension: C-08-036-06-01-The Turning Point-Substance Abuse Treatment Facilty Services (Adult Probation)

CC CONSENT

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to renew/extend the first (1st year) of the two (2) -one (1) year option as provided in current state contract #C-08-036-06-01-Substance Abuse Treatment Facility Services", under the same rates, terms, and conditions with "The Turning Point", with effective date of: September 1, 2009 through August 31, 2010.

BACKGROUND

This is for Hidalgo County Community Supervision And Corrections Department, aka Adult Probation. It is a "State Contract" but as per Mr. Joe Lopez, Director for the Adult Probation, has requested for the Purchasing Department to renew/extend on behalf of the Adult Probation.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-008-9-320

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

BUDGETARY IMPACT:

Available Balance as of 7-8-09 $580.00.

Attachments

Link: Extension Letter

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 02:02 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 04:24 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/08/2009 04:39 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Vangie Garcia Started On: 07/08/2009 11:46 AM

Final Approval Date: 07/10/2009



THE TURNING POINT, INC.

P.O. Box 771236
Houston, Texas 77215-1236

Telephone 713-773-3280
Toll-Free 877-773-3280
Fax 713-773-3326

FACSIMILE COVER SHEET

To: Vangie **From:** Rachel Scherzer

Fax: **Pages:** 2 (Including the cover sheet)

Phone: **Date:** 7/8/09

Re: Extension Letter **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

Thanks!

CONFIDENTIALITY NOTICE:

THE INFORMATION CONTAINED IN THIS FACSIMILE IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. THE TERM "PRIVILEGED" AND "CONFIDENTIAL" INCLUDES, WITHOUT LIMITATIONS, PRIVILEGED COMMUNICATION, AND ANY OTHER PROPRIETARY INFORMATION. NOTHING IN THE FACSIMILE IS INTENDED TO CONSTITUTE A WAIVER OF THE CONFIDENTIALITY OF THIS MESSAGE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR EMPLOYED AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DUPLICATION OR DISTRIBUTION OF THIS COMMUNICATION IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE IN ORDER FOR US TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

IF ALL OF THE FOLLOWING _____ PAGES (INCLUDING THE FAX COVER SHEET) ARE NOT RECEIVE IN GOOD ORDER, PLEASE CALL (713) 773-3280.

PURCHASING DEPARTMENT
County Of Hidalgo

July 7, 2009

Mr. Charles Scherzer, Executive Director
The Turning Point
P.O. Box 771236
10175 Harwin, Suite 101
Houston, Texas 77215

Via Facsimile: cscherzer@ttpi.net
ccarter@ttpi.net

Re: Extension of Contract No. C-08-036-06-01-The Turning Point "Substance Abuse Treatment Facility Services"

Dear Mr. Scherzer:

Commissioners' Court will take applicable action (Tuesday, July 14, 2009) in connection with the option to extend/renew the first (1st year) of the 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 September 1, 2009 with termination date of August 31, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 8, 2009, 10:00 a.m., or sooner, via *facsimile to (956) 956-318-2629* or *email to: evangelina.garcia@co.hidalgo.tx.us*

By: _____ Date: 7/8/09

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

Evangelina Garcia

From: Diana Solis [ad004@hidalgococscd.com]
Sent: Monday, July 06, 2009 9:56 AM
To: Evangelina Garcia
Subject: RE: C-08-036-06-01-THE TURNING POINT

Vangie:
Per Mr. Lopez purchasing can proceed to do the contract extension.
Thank you.
Diana G. Solis
Ext 4413

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, July 02, 2009 4:06 PM
To: Diana Solis
Cc: 'Darlene Betancourt'; 'Ramon'
Subject: C-08-036-06-01-THE TURNING POINT
Importance: High

Hello Diana,
Please let me know if the attached contract will be extended by your department since it's coming up for expiration on 08/31/09. It still has two (2)-one (1) year options for renewals/extensions. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina. garcia@co.hidalgo.tx.us

MODIFICATION OF CONTRACT

Contract No.:
Modification No.: 1
Date Modification Issued: January 14, 2009
Effective Date of Modification: February 1, 2009

Name and Address of Vendor:
The Turning Point, Inc.
P.O. Box 771236
Houston, Texas 77215

Issued by (Name and Address of CSCD):
Hidalgo County Community Supervision and Corrections Department
P.O. Box 970
Edinburg, Texas 78540

Authority for Modification: Article XIII, Para. 8.7

Provision of Contract Modified: Article I, Para. 1.1 Vendor Rates, Article I, Para. 1.3 Operational Plan, Article I, Para. 1.20 Cost of Services

Description of Modification: Article I, Para. 1.1 Vendor Rates
DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed $795,600 for June 1, 2008 through August 31, 2009...VENDOR agrees to the following rates for substance abuse services: 20 Hour Program/Week $15.55/person/day and $10.00 per group hour per client.

Description of Modification: Article I, Para. 1.3 Operational Plan
The proposal submitted in response to the RFP as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. The Operational Plan also includes the following Aftercare Plan and Justification of Services---We have found that upon release from residential treatment, probationers who do not immediately move into a familiar, comfortable, easily accessible aftercare program are more likely to relapse back to their drug of choice. Consequently, we propose that the Hidalgo SATF institute an on-campus, weekly aftercare program.
We strongly suggest that the aftercare program be facilitated by SATF treatment staff. SATF treatment staff are most familiar with the clients, understand their individual attitudes and behaviors, and are aware of their ongoing treatment issues (personal, family, and/or environmental). SATF staff have the experience and knowledge necessary to identify potential or arising problems and the cognitive behavioral skills to intervene.
The Hidalgo SATF would provide a graduated aftercare program, presented during evening hours

and or weekends. Each client would be required to attend aftercare for twelve (12) months. During the first six months, clients would attend group counseling one time per week for 1.5 hours. During the next six months, clients would attend group counseling one time per month for 1.5 hours. Group meeting would be led by a group facilitator with peer feedback. Each client will check with his/her group to relate how they are doing and to discuss any issues that arose during the previous week(s). Fellow group members will provide feedback and support on the issue(s). Topics will include: Thinking skills work, behavioral skills review, relationships, employment, family issues, other environment issues, relapse prevention, etc.
It is expected that by the six months period, the SATF graduate will have made a successful adjustment back into his/her home and will have tapped into a support group, i.e. "Winners' Circle, AA, NA, etc., thus not requiring the intensity of weekly aftercare meetings. However, should he/she need additional or extended aftercare meetings, this can be staffed with his assigned CSO. Additionally, a vendor representative will be available by phone to all clients who enter the aftercare phase of the SATF program. Clients will receive a completion certificate when they complete the first phase of aftercare (6 months) and again, after completing the second phase of aftercare (12 months), which completes all requirements necessary to complete the program.
It is strongly suggested that a specialized CSO caseload be made available to graduates of the Hidalgo SATF who enter into the aftercare program. The assigned CSO, who is familiar with substance abuse issues and the modified therapeutic treatment program, would meet with his/her assigned probationer prior to discharge. This would enable him/her to gain an understanding of the unique needs of their assigned SATF graduate so that they can best assist the client with their new life of sobriety and right social living.

Description of Modification: Article I, Para. 1.20 Cost of Services
DEPARTMENT shall pay VENDOR for the delivery of services at the rates specified at paragraph 1.1, above, for a total sum not to exceed $795,600 for the term of this Agreement.

Name and Title of Department's Representative: Joe Lopez, CSCD Director	Name and Title of Vendor's Representative: Dr. Charles Scherzer, Executive Director
Department's Name: Hidalgo County CSCD	Vendor's Name: The Turning Point, Inc.
By: Joe Lopez	By: C Scherzer
Date Signed: 1/15/09	Date Signed: 11/22/09

SUBSTANCE ABUSE TREATMENT SERVICES (SATF) OPERATIONS AGREEMENT FOR COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

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

THE TURNING POINT, INC. ("VENDOR")

P.O. Box 771236 Address

Houston, TX 77215 City, State, Zip

as of the 1st day of June, 2008.

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, 2009, 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 two one-year periods (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 $690,000.00 for June 1, 2008, through August 31, 2009. 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 substance abuse services:

20 Hour Program/Week $15.55/person/day

1.2 Substance Abuse Treatment Services Minimum Requirements: 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 substance abuse treatment services as provided in Exhibit A.; and Cognitive programs agreed upon with CJAD in the (YOP) CJP, with final authority resting with the HCCSCD Facility Director.

13 Operational Plan: The proposal submitted in response to the 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.

1.4 TCADA Licensure. A TCADA facility license (as applicable) for Detoxification, Intensive Residential, Residential, Outpatient and/or Intensive Outpatient status pursuant to the TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions, has been secured and will be maintained during the term hereof. Individuals contracting with the DEPARTMENT must maintain appropriate licensure under TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions. **VENDOR must notify DEPARTMENT within 48 hours of all TCADA licensure violations, including pending allegations.**

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 substance abuse and crime. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

Strategy 1: served. Develop an individualized treatment plan that addresses the needs of each individual

Measures: One hundred percent (100%) of individuals served will have a written individual treatment plan identifying objectives to be completed within three (3) working days for intensive residential programs, within five (5) working days in residential programs, within ten (10) working days in intensive out-patient programs, and within thirty (30) working days in supportive out-patient programs of Defendant's arrival for treatment.

Adjustment: Residential Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each bed day the treatment plan was late on each client.

Out-patient Treatment - For each individual served not having an individual treatment plan within the above specified time frame, the VENDOR will reimburse forty percent (40%) of the unit rate per each client hour billed during the time period the treatment plan was late on each client.

Strategy 2: Defendant's progress on individualized treatment plans will be documented.

Measures: One hundred percent (100%) of individuals served will have chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives.

Adjustment: For each individual not having chronological recordings in their case files on a weekly basis documenting the Defendant's level of participation and compliance with treatment goals and objectives, the VENDOR shall reimburse forty percent (40%) of the unit rate for each unit billed in the week(s) that a chronological recording was not made in the file.

Strategy 3: Each Defendant exiting treatment will have a discharge plan completed and forwarded to the DEPARTMENT.

Measures: One hundred percent (100%) of the Defendants exiting treatment shall have a discharge plan prepared and forwarded to the DEPARTMENT within three (3) days of the Defendant's discharge.

Adjustment: The VENDOR shall reimburse fifty percent (50%) of the unit rate for the last three units of service provided to each Defendant that does not have a discharge plan sent to the DEPARTMENT within three (3) days of Defendant's discharge.

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 of Defendants, VENDOR shall:

a) Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;

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, 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 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.

19 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 substance abuse treatment. If the Defendant is determined to be in need of additional or different treatment 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 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.12 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.

1.13 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto and TCADA Licensure Rules.

1.14 DEPARTMENT Approvals Required. Under the following circumstances, VENDOR shall obtain DEPARTMENT'S written approval prior to exceeding the described treatment(s):

a) Supportive Residential Services exceeding one-hundred-eighty-days (180);

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 and/or alcohol or drug use by Defendants;

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 No-Shows. DEPARTMENT will not pay the VENDOR for Defendants who fail to attend sessions or meetings.

1.17 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 chemical dependency counseling or chemical dependency 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 TCADA 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 the TCADA Licensure Compliance Guide.

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 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.

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 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 RFP, if applicable.

TAIP - means Treatment Alternative to Incarceration Program, a program of DEPARTMENT.

TCADA - means the Texas Commission on Alcohol and Drug Abuse, as presently or hereafter constituted.

TCADA Licensure Rules - means the rules as adopted by TCADA and listed in TCADA Chemical Dependency Treatment Facility Licensure Rules, February 1998 and subsequent revisions and TCADA Licensed Chemical Dependency Counselor Handbook of Application Forms, Examination Information, and Rules, February 1998 and subsequent revisions.

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.

1.18 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.

1.19 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.

1.20 Cost of Services. DEPARTMENT shall pay VENDOR for the delivery of services at the rates specified at paragraph 1.1, above, for a total sum not to exceed *$690,000.00* for the term of this Agreement.

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.

25 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.

27 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 Safety Requirements. DEPARTMENT shall maintain the physical plant of the Facility in compliance with all applicable codes and TCADA Licensure Rules as applicable.

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

3.3 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.

3.4 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. Vendor shall comply with all TDCJ-CJAD Residential And Substance Abuse standards contained in Texas Administrative Code, section 163.

3.5 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.

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

3.7 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.

3.8 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.

3.9 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.

3.10 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 government 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 on an allowed 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 DEPARTMENT for peer or group-controlled meetings and such meetings shall not be counted toward the minimum treatment requirements set forth herein.

4.14 TDCJ-CJAD Substance Abuse Standards VENDORS contracting with the DEPARTMENT for substance abuse services in a community corrections facility (CCF) must comply with the TDCJ-CJAD Substance Abuse Standards.

4.15 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 1.5 herein, or refund DEPARTMENT the specified adjustments.

4.16 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.

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

4.18 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.

4.19 Other Revenue for Proposed Services. As per Government Code Section 76.017 (e), services provided to Defendant referred under TAIP are billable only if no other public or private funds are available to that Defendant/client. The prices quoted in this AGREEMENT are the full cost of treatment. 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. A failure to maintain TCADA Licensure Rules in accordance with Sections 1.4 and 1.13 hereof;

c. (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

d. 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 Sate 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 thereof 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.

ARTICLE IX

VENDOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("Pm")

9.1. General: VENDOR agrees to

(a) hold all Protected Health Information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by VENDOR from or on behalf of County.

(b) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements."

(c) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of VENDOR's Services to County. Compliance with this paragraph is at VENDOR's own expense.

9.2 Representations: VENDOR represents that he/she is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.

9.3 Business Associate: VENDOR is a "Business Associate" of County as that term is defined under the Privacy Requirements. VENDOR agrees:

(a) *Nondisclosure of PHI:* Not to use or disclose the PHI received from County or on behalf of County other than as permitted or required by this Agreement, or as otherwise required by law.

(b) *Limitation on Further Use or Disclosure:* Not to further use or disclose the PHI received from or on behalf of County in a manner that would be prohibited by the Privacy Requirements of HIPAA if disclosure was made by County, or if either VENDOR or County is otherwise prohibited from making such disclosure by any present or future State or federal law, regulation, or rule.

(c) *Safeguards:* To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by State or federal law, regulation, or rule.

(d) *Reporting Unauthorized Disclosures:* To report to County any use or disclosure of PHI that is not authorized by this Agreement immediately upon becoming aware of such unauthorized use or disclosure.

(e) *SubVENDORs and Agents:* To make all reasonable efforts to ensure than any subVENDOR or agent to whom VENDOR provides PHI received from County agrees to the same restrictions and conditions that apply to VENDOR with respect to such PHI.

(f) *Mitigation:* To mitigate, to the extent practicable, any harmful effect that is known to VENDOR of a use or disclosure of PHI by VENDOR or by a subVENDOR or agent of VENDOR resulting from a violation of this Agreement.

(g) *Notice - Access by Individual:* To notify County in writing within three business days of any request by the individual for access to the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County for access to the individual's PHI.

(h) *Notice - Request for Amendment:* To notify County in writing within three business days of any request by the individual for amendment to the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County to request amendment of the individual's PHI.

(i) *Notice - Request for Accounting:* To notify County in writing within three business days of any request by the individual for an accounting of disclosures made of the individual's PHI and to, upon receipt of such request from the individual, direct the individual to County for an accounting of the disclosures of the individual's PHI.

(j) *HHS Inspection:* Upon written request, to make available to the Secretary of Health and Human Services ("HHS") or his designee, VENDOR's internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPHCS in a time or manner designated by the Secretary for purposes of the Secretary determining VENDOR's compliance with the HIPAA Privacy Requirements.

(k) *County Inspection:* Upon written request, to make available to County during normal business hours VENDOR'S internal practices, books, and records relating to the use and disclosure of PHI received from or held for HCPHCS in a time and manner designated by County.

(l) *PHI Amendment:* To incorporate any amendments, corrections, or additions to the PHI of County when notified by County that the PHI is inaccurate or incomplete or that other documents are to be added as required by or allowed by the HIPAA Privacy Requirements.

(m) *Documentation of Disclosures:* VENDOR agrees to document disclosure of PHI and information related to such disclosures as is necessary for County to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 as amended.

(n) *Termination Procedures:* Upon termination of this Agreement for any reason, to return all PHI received from County to County or, if specially requested to do so by County in writing, to destroy all PHI received from County. This provision applies when VENDOR maintains PHI from County in any form. If VENDOR determines that returning or destroying the PHI received from County is infeasible, VENDOR shall (i) provide to County notification of the conditions that make return or destruction infeasible; (ii) extend the protections of this Agreement to such PHI; and (iii) limit any further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.

9.4. Survival of Privacy Provisions: VENDOR's obligations with regard to PHI shall survive the termination of this Agreement.

9.5 Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if County, in its reasonable discretion, determines that amendment is necessary for Comply to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit County to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended.

9.6 *Indemnification. Business Associate agrees to indemnify and hold harmless County and its directors, officers, employees, and agents (individually and collectively "County Indemnitees") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by Business Associate, or (b) any negligent or wrongful acts or omissions of Business Associate or its employees, directors, officers, subVENDORs, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.*

9.7 Access to Books and Records of VENDOR

VENDOR agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by VENDOR. VENDOR agrees to allow such access until the expiration of four (4) years after the Services are furnished under the contract or subcontract. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service ("CMS"). VENDOR allows similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR, as defined by the regulations of CMS.

9.8 E-Mail Addresses

VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to Hidalgo County including any agency or department of Hidalgo County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN.

§ 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on VENDOR's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

9.9 Governing Law

This Agreement shall be interpreted under the laws of the State of Texas and applicable federal law. Exclusive venue for any cause of action arising out of or in relation to this Agreement shall be in Hidalgo County, Texas.

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 Hidalgo County, Texas by

DEPARTMENT: HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: JOE LOPEZ DATE: 6/5/08

SIGNATURE: Joe Lopez TITLE: CSCD Director

VENDOR: THE TURNING POINT, INC. DATE: 6/9/08

BY: [signature] TITLE: Executive Director

EXHIBIT "A"
SPECIFICATIONS/TURNING POINT'S PROGRAM PLAN

PROGRAM DESCRIPTION

1. Describe all services to be provided by Proposer, and specify if all services are provided to all persons on community supervision, offenders, and pre-trial offenders.

The Turning Point, Inc. (TPI) will provide a **six months to one year residential** program utilizing "Thinking for a change" presented within the TCU Treatment System. Thinking for a Change (T4C) is a comprehensive cognitive behavioral treatment program specifically designed for the offender.

The TCU Treatment System comprises a collection of resources for planning, implementing, and assessing progress in using evidenced-based treatment innovations for substance use problem. This system includes (1) manual-guided psychosocial interventions and related life-skills counseling strategies, (2) integrated assessment instruments for measuring offender needs and performance, and (3) program management tools to address organizational needs, functioning, and change.

These components will be provided within a structured, community social learning environment (modified therapeutic community). It is specifically designed for high risk, substance abusing offenders, most of whom have had several failed treatment attempts. The majority of offenders have significant criminogenic needs resulting in chronic negative interactions with the criminal justice system.

Therapeutic Community

The program is based on social learning theory which maintains that an offender's behavior and substance abuse have been learned over time. A primary tenet of social learning theory is that offenders can learn new behaviors, attitudes, and feelings by observing other people and events followed by individual practice of appropriate thoughts and behaviors.

The Therapeutic Community offers a unique social learning environment in which offenders are exposed to a structured, pro-social environment that includes appropriate approval and disapproval, an organized structure of sanctions and rewards, recognition and appreciation of consequences, the use of other offenders as peer role models, and a structure of communication and daily activities. Offenders learn new behaviors, attitudes, and feelings by observing other people, by receiving daily, immediate feedback about their thinking and actions, by being confronted on their criminally distorted thinking, and by being taught new cognitive coping strategies.

Traditional Therapeutic Communities rely on structure, sanctions, and peer feedback to induce the offender to increase his pro-social behaviors, to learn alternatives to drug and alcohol use as mood modifiers, and to take on more personal responsibility generally for his actions. The TPI program additionally provides a "family" environment based on warmth, trust, empathy, and genuineness that gives the offender, perhaps for the first time, the opportunity to live and function in a caring, loving, and protective environment. Living within this environment enables the offender to become aware of his own faulty thinking, mistaken attributions/assumptions, and his unrealistic or self-destructive expectancies about life. It encourages him to make a more mature, selfless commitment to others, to take on responsibility for his actions, to increase his own self-efficacy, and to accept a more pro-social view of life. For many high risk offenders, this is a process of **habilitation**, that is, the development of a socially productive, conventional lifestyle for the first time.

Therapeutic Community – Implementation

The TPI Residential Program is a hierarchical treatment community. As offenders successfully matriculate through the system, they take on increasingly more responsible roles (job and/or leadership) in anticipation of transferring their re-socialization to their home environments.

The structure and accountability that a therapeutic community provides has been shown to be essential in providing an environment in which social learning can take place. The TPI modified residential program realizes that while structure and accountability are necessary ingredients to habilitation and rehabilitation, offenders must also be given a set of thinking skills, behavioral control skills, and interpersonal relating skills that can be transferred to the real world environment. Additionally, high risk offenders frequently present with a unique set of

criminogenic needs and a sometimes subtle network of attitudes, beliefs, and thinking patterns that create an entitlement and righteousness about selfish and harmful acts, which if not addressed, will ultimately defeat their treatment efforts. TPI's residential treatment approach directly addresses these issues.

The Turning Point, Inc. will provide **20+ hours** of offender services per week. Additionally, a family program, including family education and individual offender/family session(s) will be offered.

TPI agrees to accept offenders who are on community supervision and pretrial offenders who may have violent or sexual offenses or have mental illnesses. Therefore, there are no exceptions taken.

The TPI program is provided over a six months to one year period and is delivered in three phases: **Phase I** (Orientation/Induction Into Treatment), **Phase 2a** (Engagement Into Treatment), **Phase 2b** (Early Recovery In Treatment), and **Phase 3** (Retention And Re-Entry). Offenders must complete all objectives of each phase as outlined on each phase checklist in order to advance through each phase. (See resident handbook)

Throughout all phases, the offender is given work assignments/job functions, which are assigned on a hierarchy according to seniority, individual progress, and productivity. The best way for an offender to advance within the structure of the community is to properly use the house tools (holding your brother accountable), to be a positive role model (providing support), and to accept responsibility (taking care of self first).

Phase 1: Orientation/Induction Into Treatment (duration 30 days)

Phase I focuses on the offender's motivation to change, readiness for treatment, treatment orientation/planning, education and assimilation into the modified TC. These are crucial elements of the induction phase; they are related directly to the level of offender engagement during the early weeks of treatment. It is during this phase of treatment that the offender begins to build trust and rapport with other participants and with counselors.

The offender will start the treatment process and receive a "big brother" – assigned by the clinical supervisor. He/she will attend an individual session with a primary counselor, participate in Orientation Group, receive the offenders' handbook, learn "Rules and Tools", become informed about the program modality (Therapeutic Community – TC), and will participate in the TCU Curriculum: "Getting Motivated to Change". Additionally, the offender will attend and participate in Process Group and Encounter Group (See daily schedule for Residential Programming)

The offender will meet all objectives of the Phase 1 Checklist (see Offender Handbook) in order to advance to the next phase. The Offender will submit a request for phase change; his assigned counselor reviews criteria and signs the request form; and the offender will then attend phase change staffing.

Phase 2a: Engagement Into Treatment (duration 6 weeks)

Engagement into treatment is the foundation for achieving therapeutic improvements in clients' psychosocial functioning. "Engagement" means regular active participation, cognitive re-focusing on treatment issues, and developing rapport and a trusting relationship with counselors. Phase 2a utilizes cognitive restructuring exercises to help clients develop critical thinking skills and to confront their criminal/addiction thinking errors.

The offender will participate in the first ten (1-10) sessions of "Thinking for a Change" and will complete the TCU Curriculum: "Understanding and Reducing Angry Feelings", and the TCU Curriculum: "Common Sense Ideas for HIV Prevention and Sexual Health". Additionally, the offender will attend and participate in Process Group and Encounter Group.

Phase 2 will include the introduction of the reward system, "TCU Contingency Management Strategies and Ideas (CM)". This system utilizes star charts which serve to reinforce client goal setting, session attendance (i.e., regular and on-time), and participation in treatment settings.

Phase 2b: Early Recovery in Treatment (duration 6 weeks)

Offenders in this phase begin the process of making psychosocial, cognitive, and behavioral changes, including learning life and social skills as well as basic "relapse prevention" concepts, all of which are necessary to initiate the recovery process.

The offender will participate in sessions 11-22 of "Thinking For a Change" and will continue the TCU Contingency Management Strategies and Ideas (CM). He/she will complete the TCU Curriculum: "Ideas for Better Communication", learning ways to improve relationships through communication, the TCU Curriculum: "Building Social Networks", learning to build and strengthen social support in recovery, and "Time Out For Men", a workshop for men focuses on improving intimate relationships. Female offenders will complete "Time Out for Me" a TCU Institute of Behavior Health program designed exclusively for women that focuses on communication skills such as listening, sharing feelings, using "I" statements, assertiveness, and conflict resolution in intimate relationships.

An offender will meet all objectives of the Phase 2b Checklist (see Offender Handbook) in order to advance to the next phase. The Offender will submit a request for phase change; his/her counselor reviews the criteria and signs the request form: and the offender will then attend phase change staffing.

Phase 3: Retention and Re-Entry (duration 60 days)

In this phase, retention in treatment increases as recovery-oriented "thinking and acting" is stabilized and emphasis is given to community re-entry issues, especially for improving family relationships and support systems. Longer retention is related to better offender outcomes following discharge. Re-entry focuses the offender on reintegration into the home or other "outside" community and on relapse prevention.

An offender will complete the TCU Curriculum: "Straight Ahead: Transition Skills for Recovery", SAMSHA's Relapse Prevention Handbook – Self-study, the TCU Curriculum: "Unlock Your Thinking, Open Your Mind", and the TCU Curriculum: "Partners in Parenting". The offender will continue his/her participation in Process Group, Encounter Group, and in the TCU Contingency Management Strategies and Ideas.

An offender will complete an "Evaluation of Self and Treatment" (TCU), "Criminal Thinking Scales" (TCU), and the University of Rhode Island Change Assessment Scale (URICA). The counselor will score the Evaluation of Self and Treatment, Criminal Thinking Scales and the URICA. The scores will be transferred to the "Assessment Profile" and this information will be utilized during the exit individual session. Final discharge planning and recommendations will be developed. A discharge staffing will be conducted

It is the goal of the staff for all residents to leave the program having acquired recovery skills. These skills will include:

1. The recognition of their primary problem;
2. Their acceptance that they are responsible;
3. The realization that they are accountable for their choices in life; and
4. An understanding that help is necessary for continued sobriety via a support program, aftercare, and peer support.

Services types will include:

New Offenders are presented to the program after they have been cleared through medical. On the second day an offender will attend the intake group.

Intake/Orientation Group (duration 30 days).

Offender Orientation will be completed within 24 hours of admission into the facility. This orientation will include the offender bill of rights, offender grievance procedure, program rules, violations and other behavior that can lead to disciplinary action or discharge, any behavior management procedures used to enforce program rules, the

program's philosophy and treatment objectives, opportunities for family or significant others to be involved in the treatment program, and rules about visits, telephone calls, mail, and gifts as applicable.

Orientation is conducted by a TPI staff member and addresses the "whys" of the Therapeutic Community. This is a place in which newly referred clients can freely ask questions, vent, and be honest and open. Clients are shown the handbook and its function. (See section IV attachment sample of the "Offender Handbook") During the orientation process the offender will complete the following forms: Consent for Treatment, Authorization to Release, Authorization to Obtain, and Offender Orientation Checklist. Screening tools include: TCUDS II, Criminal Thinking Scales, Self-Rating at Intake, and the URICA. Counselors will gather documents, place them in the client file, and present the information to the offender's primary counselor for the assessment process.

Assessment Process: The assessment process is a structured, one-on-one interview with the offender conducted by an LCDC or supervised Counselor Intern. The counselor will conduct the assessment tools utilizing the Addiction Severity Index (ASI) and the (TCU) Counselor Rating of Offender. The Counselor will enter the scores from these assessments into the Assessment Profile. (**See Assessment Profile section IV attachments**) This information will be placed in the Offender's chart within five (5) working days after the assessment process is completed.

(A detailed description of screening and assessment tools to be utilized are found in the response to question 5b of this RFP)

Individual Counseling: Individual counseling will be used to review the treatment plan, specifically evaluating individual goals and assignments, to process emotional issues that the offender may have been unable to discuss in group, to prepare the individual to bring up/resolve issues in group, to formulate a CD relapse plan, and/or to assist in developing an individual aftercare program.

Treatment Planning and Initial Discharge Planning: The counselor will formulate an initial treatment plan immediately after assessment process and update it once all scoring has been received. The treatment plan will be completed with the offender and signed by the offender and his/her primary counselor (and the clinical supervisor, if required). A signed copy is given to the offender's probation officer and/or and the Department. The original is filed in TPI's offender file within five (5) working days from admission.

Individualized Treatment Plan: The initial treatment plan will be completed within 5 working days of admission into the facility. That treatment plan will include: Identified problems/needs; treatment goals; services/strategies used to achieve goals; service frequency; and it will provide space to document completion of specific goals.

Individualized Treatment Plan Review: Treatment Plan Reviews are conducted at every phase change from the formulation of the initial treatment plan. Reviews are conducted through a structured interview process on an individual basis with the offender. Treatment plan reviews will be signed by the offender and primary counselor, dated, and placed in the offender's file.

Discharge Plan: The counselor and offender shall develop and implement an individualized discharge plan. The discharge plan will be initiated at the time of admission and updated with every treatment plan review. Discharge plans shall be updated as the offender progress through treatment and shall address the continued appropriateness of the current treatment level. The program shall involve the offender's family or an alternate support system in the discharge planning process when appropriate. Discharge planning shall be completed before the offender's scheduled discharge. A written discharge plan shall be developed to address ongoing offender needs including: (1) individual goals or activities to sustain recovery, (2) referrals, and (3) recovery maintenance services, if applicable.

Discharge Summary: The discharge summary is used by TPI to record the date and circumstances related to treatment discharge and will be completed at least 72 hours prior to discharge and staffed with the Department. It hall be signed by the QCC and it shall include: (1) dates of admission and discharge, (2) needs and problems identified at the time of admission, during treatment, and at discharge, (3) services provided, (4) assessment of the offender's progress toward goals, (5) reason for discharge, and (6) referral and recommendations, including arrangements for recovery support groups.

Therapeutic Community Groups:

Development Groups: (Held in the mornings and in the evenings). The AMD group provides an opportunity to go over family and personal goals for the day and serves to positively motivate the offender for the day's activities. The PMD group provides an opportunity for the offender to go over the business of the day, to review problems and issues, and to make announcements.

Peer Confrontation (Encounter) Group: Under the supervision of a trained staff person, members confront themselves and each other with total honesty regarding their character defects, faulty thinking, and inappropriate and self-destructive behaviors. Connections are made between the feedback they receive, their personal honesty, their addiction(s), and their criminal behaviors in order to increase self-awareness and, consequently, to encourage self-efficacy, i.e. teaching the offender the ability to bring about desired changes on his own.

Process (Family) Group: Process Group provides a treatment guided, group forum for clients who share the same counselor. Clients process feelings regarding issues within the program and/or issues in past situations within a comfortable, safe setting while receiving positive feedback from peers. This group also allows clients to positively bond, such that they can encourage one another's efforts and model appropriate and healthy peer interactions.

Rules and Tools Group: Provides a formal, group opportunity to review the rules (i.e. "lapse in negative street behavior", "learning experience", etc.) and tools (i.e. "dropping a confrontation slip", "writing a TPR slip", etc.) of the modified therapeutic community to assure that everyone has the same understanding and to mitigate any commonly held misconceptions.

Cognitive Change Group: "Thinking For a Change" (National Institute of Corrections) "Thinking for a Change" is a structured cognitive change program that includes cognitive, social and behavioral elements. It is delivered in three phases over an approximate 3 to 6 month period:

Lesson 1:	Introduction and Overview
Lesson 2:	Active Listening Skills
Lesson 3:	Asking a Question
Lesson 4:	Giving Feedback
Lesson 5:	Our Thinking Controls How We Act
Lesson 6:	Paying Attention to Our Thinking
Lesson 7:	Recognizing the Thinking that Leads to Trouble
Lesson 8:	Finding New Thinking
Lesson 9:	Using Thinking Check Ins
Lesson 10:	Knowing Your Feelings
Lesson 11:	Understanding the Feelings of Others
Lesson 12:	Responding to the Feelings of Others
Lesson 13:	Preparing for a Stressful Conversation
Lesson 14:	Responding to Anger
Lesson 15:	Dealing with an Accusation
Lesson 16:	Introduction to Problem Solving
Lesson 17:	Step 1 – Stop and Think
Lesson 18:	Step 2 – Problem Description
Lesson 19:	Step 3 – Getting Information to Set a Goal
Lesson 20:	Step 4 – Choices and Consequences
Lesson 21:	Step 5 – Choose, Plan, Do Step 6 – Evaluate
Lesson 22:	Self-Evaluation· What Else Do I Need?

Remediation Groups: TCU Ten Intervention Groups: These interventions are derived from evidence-based foundations, including cognitive-behavioral models and field-based research.

Getting Motivated to Change.
Mapping your treatment plan
Contingency Management Strategies and Ideas
Understanding and Reducing Angry Feelings
Unlock Your Thinking, Open Your Mind
Ideas for Better Communication
Building Social Networks
Common Sense Ideas on HIV Prevention and Sexual Health
Time Out for Men/Time out for me (for female offenders)

CD Education Group: Offenders express their view of drug addiction and are provided with basic knowledge about drugs and alcohol utilizing the TPI Chemical Dependency Education Program. CD education groups also discuss and compare various substance abuse support groups: Traditional AA, NA, and CA; Biblically-based AA; Secular Organization for Sobriety (SOS); Rational Recovery; and Self-Management and Recovery Training ("SMART" Recovery). Role-play is used to help the offender in making a connection to a support group, seeking out a sponsor, etc.

Relapse Prevention Groups: The CENAPS Model of Relapse Prevention Therapy (CMRPT®), a comprehensive method for preventing chemically dependent offenders from returning to alcohol and other drug use after initial treatment and for early intervention should chemical use occur, is reviewed. Offenders will: (1) assess the global lifestyle patterns contributing to relapse by completing a comprehensive self-assessment of life, addiction, and relapse history, (2) construct a personalized list of relapse warning signs that lead the relapser from stable recovery back to chemical use, (3) develop warning sign management strategies for the critical warning signs, (4) develop a structured recovery program that will allow him to identify and manage the critical warning signs as they occur, and (5) develop a relapse early intervention plan that will provide the offender and significant others with step-by-step instructions to interrupt alcohol and other drug use should it reoccur.

Family Relations : Improving Your Family Relationships (Dr. John Garlock, The Family Resource Center): A didactic, self-assessment, and role-play program addressing such issues as: How and why did I select my present relationships; Your present family relationships; finding and developing healthy relationships; maintaining healthy relationships; dealing with problems in relationships; what rights do I have in my relationship to initiate change; and am I willing to commit to a relationship change contract. Presents several self-evaluation techniques: Self-change readiness questionnaire – am I ready to change; evaluating healthy family traits; evaluating family rules; evaluating family communication styles; and evaluating family parenting style. Includes: Family, stress management, family relaxation, family assertiveness training; and family problem solving activities.

2. Describe Proposer's services and treatment goals and objectives, including how and an individualized offender treatment plan will be completed.

The Turning Point, Inc. proposes to provide services through a modified therapeutic community treatment model enhanced by the addition of a cognitive-change curriculum, specialized group treatment, and individual counseling.

Goal No. 1: The Turning Point will provide a structured treatment program which encourages positive peer interaction, increased responsibility, self-control, communication, and problem solving skills which will ultimately lead to behavioral self-control, reduction in authority problems, increased reliance on positive reinforcers, and a new sense of hope.

Objective 1: 85% of offenders admitted into the program will complete the Re-Entry (Third and Final) phase of treatment within six months of their admission date.

Objective 2: 95% of offenders admitted into the program will complete the Re-Entry phase of treatment within nine months of their admission date.

Objective 3: 98% of offenders admitted into the program will complete the Re-Entry phase of treatment within one year of their admission date.

Objective 4: At least 75% of the behavioral objectives identified in the original treatment plan and subsequent treatment plan revisions will be achieved by the probationer at discharge.

Objective 5: 90% of offenders who complete the program will have a good to excellent behavioral ratings by their assigned probation officers.

Objective 6: 90% of offenders who complete the program will self-report increases in self-esteem and overall happiness, and will be able to state two or more specific and significant positive changes they have made in their lives as a result of program activities.

Objective 7: Family members of at least 80% of the offenders who complete the program will be able to identify two or more specific and significant positive changes in the probationer's behavior/personality.

Goal No. 2: Offenders who complete this program will be able to generalize positive behavior and attitudinal changes to their home environment. Further, these changes will be long-lasting in nature.

Objective 1: 95% of offenders who, when contacted 60 days after successful discharge from the treatment program, will report no use of alcohol or drugs within the past 30 days.

Objective 2: 85% of offenders who successfully complete the program will be active in an aftercare program on at least a one night a week basis at 120 days after treatment.

Objective 3: 5% of Offenders who successfully complete the program will be convicted of an alcohol/drug related criminal offense up to 120 days after completion of this program.

Objective 4: 90% of Offenders who successfully complete this program, who were enrolled in school or were working at the time of admission to this program will continue in school or work setting within 60 days of discharge from the program.

Objective 5: 85% of Offenders who successfully complete this program and who regularly attend an aftercare program, who were not enrolled in school or were not working at the time of admission to this program will re-enroll in school or will start GED-preparation classes, or will take the GED test, or will have obtained at least a 20-hour per week job within 60 days of discharge from this program.

Additionally, TPI has adopted the Department's goals and strategies listed below:

Goal # 3: Develop an individualized treatment plan that addresses the needs of each offender served.

Objective: 100% of offenders referred to the program will be provided, within ten (5) working days from the offender's date of entry, with an Individualized Treatment Plan that addresses their specific needs.

Goal # 4: Complete progress notes on the individualized treatment plans for each offender

Objective: 100% of individuals served will have chronological recordings in their case file on a weekly basis documenting the offender's level of participation and compliance with treatment goals and objectives.

Goal # 5: Each offender exiting treatment will have a discharge plan completed and forwarded to the Department

Objective: 100% of the offenders exiting treatment will have a discharge plan prepared and forwarded to the Department within three (3) days of the offender's discharge.

3. Describe all offender responsibilities (i.e. homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate.

The offender is expected to participate fully as a member of the Therapeutic Community. As a functioning community member, the offender is required to:

1) take responsibility for attending all required structured activities;
2) complete all facility required duties/jobs;
3) set up and attend individual counseling appointments;
4) participate in treatment planning and staffings;
5) provide constructive and thoughtful feedback to other community members;
6) accept criticism from others;
7) value abstinence from drugs and alcohol;
8) eschew violence and criminal law breaking as acceptable behaviors;
9) participate in family sessions as appropriate and available;
10) assist in writing a discharge plan;
11) provide an effective and reasonable aftercare plan;
12) complete all homework assignments within the allotted time;
13) provide a verbal summary of the previous weeks activities including an assessment of healthy and unhealthy behaviors;
14) participate in all role playing and social skills training activities; and
15) self-assess his/her treatment progress and participate in treatment plan reviews.

4. Describe the Proposer's experience and history, if any, in working with offenders who are, or were involved with the criminal justice system in Texas or elsewhere.

The Turning Point has been licensed by the Texas Department of State Health Services to provide outpatient and supportive residential adult substance abuse treatment since 1995.

We currently are contracted to provide outpatient substance abuse treatment programs to the Harris County Community Supervision and Corrections Department – Treatment Alternatives to Incarceration Program (TAIP), the Ft. Bend Community Supervision and Corrections Department – TAIP, and the Texas Department of Protective and Regulatory Services – Children's Protective Services.

Additionally, we provide substance abuse treatment services to 120 juveniles (male and female) who are incarcerated in four Harris County Juvenile Probation residential facilities.

We currently provide modified therapeutic community treatment programs to the Harris County Community Supervision and Corrections Department's Residential Substance Abuse Treatment Program (RSAT), a 110-bed, 6 months to 1 year substance abuse treatment program for men, and to the Peden Substance Abuse Treatment Facility, a 200-bed, 3 months to 6 months substance abuse treatment program for men, which includes a co-occurring disorders unit. We also provide a multi-modal educational Social Learning Community program (Substance Abuse Re-entry Offender Program) in six TDCJ State Jail facilities located in Dallas, Austin, San Antonio, Beaumont, Dayton and Houston Texas (a total of 1200 offenders).

We have a very successful history of working with criminal offenders and their families in residential and outpatient settings. Our staff is trained in evidenced-based treatment strategies, including the TC model, cognitive restructuring, motivational enhancement, and stages of change. Additionally, we were among the earliest providers in Harris and Ft. Bend County of anger management and domestic violence treatment programs for offender populations. We have excellent relationships with our host facilities, all of whom have openly expressed their appreciation for our treatment skills, ethical behavior, creativity, stability, and cooperative, team-oriented approach to providing treatment services to their offenders.

5. Specific requirements for Residential Treatment Services

A. Describe the procedures used by Proposer, and the information that is necessary, for an offender to be admitted to their program.

TPI is anticipating that all referrals will be court ordered treatment services as a condition of the offender's probation.

The offender will be determined appropriate and eligible for residential substance abuse service by an LCDC.

A TCUDS (Texas Christian University Drug Screen) will be conducted in conjunction with an ASI (Addiction Severity Index). If the offender presents a DSM-IV Diagnosis of a substance use disorder and there are no psychological or medical conditions which preclude the offender from participating in the program, then the admission process is complete and the formulation of the initial treatment plan will began. **(Also see eligibility criteria in this RFP section II under required information).**

B. Describe/specify any diagnostic assessments that will precede program services and/or treatment. Describe any post-program service and/or treatment assessments that will be conducted.

Screening and Pre-Treatment Assessment:

TCUDS II This is self-administered and serves to quickly identify individuals with a history of heavy drug use or dependency (based on the DSM and the NIMH Diagnostic Interview Schedule) and who therefore should be eligible for treatment options. It is particularly useful (and widely used) in criminal justice settings, especially for offenders eligible for treatment as an alternative to regular incarceration. This instrument is used to identify the possible existence of chemical dependency.

The screening process may be bypassed if the offender meets any of the following criteria: Documented history of two or more prior arrests which involve use, possession, or sale of illegal substances; submission of a positive urine specimen; or if the offender has a prior treatment history and the completion of a screening /assessment from another referral source that has determined further assessment/evaluation of the offender was warranted

Comprehensive Addiction Severity Index (ASI) will be completed within 5 working days of admission into the facility. That assessment will include a structured interview process. Based on the information gathered, a clinical diagnosis will be determined, identifying the extent of the offender's chemical diagnosis and if any referrals are needed to address issues outside our scope of practice, all of which is documented in the offender's file.

This instrument that includes information regarding family background, current living situation, education and employment background, legal background, chemical use background, and self-assessments of personality/emotional characteristics, attitudes, and other issues. The ASI identifies the offender's strengths, weaknesses, and needs/problems. Information obtained by the ASI will used to make a DSM-IV diagnosis, to place the offender in the appropriate level of treatment, and it will be used in the formulation of the initial treatment plan.

CJ Offender Evaluation of Self and Treatment, Intake Version (TCU CJ CEST- Intake) Is a self-rating form completed by the offender at the time of admission to treatment. It includes short scales for psychological adjustment, social functioning, and motivation. These scales also provide a baseline for monitoring offender performance and psychosocial changes during treatment.

TCU Criminal Thinking Scales (TCU CTS) is a supplement to the CJ-CESI and CJ-CEST and is designed to measure "criminal thinking." The 6 CTS scales include Entitlement, Justification, Power Orientation, Cold Heartedness, Criminal Rationalization, and Personal Irresponsibility which represent concepts with special significance in treatment settings for correctional populations

URICA (University of Rhode Island Change Assessment Scale): A modified (12 question) version of the URICA with formal scoring will be utilized initially to assess the offender's readiness for change and will be used periodically during his treatment to assess his current stage of change. Stages are as follows: **Precontemplation** – characterized by the individual being unaware of or unwilling to acknowledge problems and engaging in little change process activity; **Contemplation** – characterized by consciousness raising and decision making activity; **Action** – characterized by an increase in behavioral coping as well as other change process activity; and **Maintenance** – characterized by continued action to reinforce and firmly establish new behavior changes into the individual's lifestyle.

ADSAQ (Adult Self-Assessment Questionnaire) (Optional): An expanded level of change scale which asks the offender to self-assess his alcohol/drug use, desire to change drug/alcohol usage, desire to change in other areas of his life, and his assessment of the feedback from others regarding his use and behavior. Assessed areas include: Contemplate, psychosocial, community, collateral, help acknowledge, changed, readiness, and action.

Ongoing Individual/Program Assessment

Treatment Plan Reviews are conducted every 30 days from the formulation of the initial treatment plan. Reviews are conducted through a structured interview process on an individual basis with the offender. Treatment plan reviews will be signed by the offender and primary counselor, dated, and placed in the offender's file.

A Discharge Plan will be initiated at the time of admission and updated with every treatment plan review.

TCU Criminal Thinking Scales (TCU CTS) are designed for repeated applications to evaluate client progress throughout treatment. See above description.

Client Evaluation of Self and Treatment (TCU CEST) includes most of the same psychosocial scales completed at intake (i.e., in the CESI) plus scales to measure treatment engagement. Besides motivation, psychological, and social functioning, self-ratings also are obtained on treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and (outside) social support--all representing indicators related to outcomes during and following treatment. Repeated assessments over time provide a basis for monitoring client change and care planning. Aggregated client assessments provide a basis for evaluating program-level performance.

Counselor Rating of Client is completed by the counselor for the purpose of describing client functioning and therapeutic strategies, this assessment will be conducted at every phase change.

TPI Satisfaction Survey: Offender self-assessment of level of satisfaction with various components of the program.

URICA: See description above.

Post-Treatment Assessment:

Discharge Summary: Counselor assessment of successful/unsuccessful discharge, offender needs and problems at the time of admission, offender needs and problems during treatment, offender needs and problems at discharge, services provided to the offender, offender's progress toward goals during treatment, and arrangements and recommendations for aftercare services.

Follow-up Interview: is administered by a trained interviewer in a face-to-face session held at a designated time after discharge from treatment. It includes questions that are similar to the Intake Form, but also addresses functioning and outcome measures based on the post treatment period.

TPI Satisfaction Survey: Offender self-assessment of level of satisfaction with various components of the program.

Weekly Aftercare Follow-up: Progress of offender is regularly reviewed by the aftercare staff at weekly meetings.

Post-Treatment Services:

Upon completion of the program, offenders are assigned to an aftercare group. Aftercare progress and completion of aftercare goals are reviewed individually with Turning Point counselors and in case staffing with probation officers.

Follow-up Interview: is administered by a trained interviewer in a face-to-face session held at a designated time after discharge from treatment. It includes questions that are similar to the Intake Form, but also addresses functioning and outcome measures based on the post treatment period.

TPI Satisfaction Survey: Offender self-assessment of level of satisfaction with various components of the program.

C. Describe how and in what time frame and under what circumstances an offender's individualized treatment plan is developed

An **Individualized Treatment Plan** will be completed within 5 working days of admission into the Hidalgo TC. That treatment plan will include: Identified problems/needs; treatment goals; services/strategies used to achieve goals; service frequency; and it will provide space to document completion of specific goals.

An **Individualized Treatment Plan Review** will be completed at 30 days from admission and every 30 days thereafter until the offender is successfully discharged.

D. Describe minimum/maximum length of program participation for an offender

The proposed minimum stay would be six months to nine months. It would be expected that a majority of offenders would complete the program during this time. The maximum stay would be one year.

E. Describe how an Offender's progress is measured by Proposer for the treatment services. Describe what criteria are used by Proposer's to determine when to release an Offender early, or request an extension

TPI will utilize evidenced based TCU assessments tools which by design measure and evaluate the offender's individual progress in each phase of treatment and after discharge.

TCU Client Evaluation of Self & Treatment (CEST): This assessment of client needs and performance in treatment can be self-administered or completed in an interview by program staff. It includes short scales for treatment motivation (desire for help, treatment readiness, needs, and pressures), psychological functioning (self-esteem, depression, anxiety, decision making, self-efficacy), social functioning (hostility, risk-taking, social consciousness), therapeutic engagement (treatment satisfaction, counseling rapport, treatment participation), and social network support (peer support, social support). These measures are used for monitoring client performance and psychosocial changes during treatment (as well as program-level functioning), and are interim criteria for evaluating treatment interventions, and offender progress. **TCU Treatment Model (Simpson, 2004).**

The Turning Point program provides for an increasing level of responsibility for offenders. This involves a phase system, specific tasks for each phase, and a time line for completion of the phase (all documented in the Initial Treatment Plan and Treatment Plan Reviews). Tasks become more complicated and the offender takes on more personal responsibility as he/she matriculates through treatment.

Completion of homework assignments, participation in role plays and other in-class tasks, completion of specific and group treatment plan goals, peer assessment, staff assessment, Hidalgo criminal history, and performance on specific testing tasks will be documented weekly in the offender progress note and will be reviewed in regular staffing.

In addition to these specific "markers", the offender's attitude and commitment to abstinence and treatment are regularly monitored. The combination of phase material completion and observable changes in attitude and commitment are considered in assessing the offender's progress.

Not only is it necessary for counselors to have exceptional interactive skills to keep the offender engaged in treatment, it is necessary to provide offender-centered individualized treatment with frequent re-evaluation of the offender's treatment progress.

At TPI this is an in-depth process in which the primary counselor routinely gathers measurable information regarding the offender that will be used to determine if the offender has regressed, become stagnant or progressed in treatment.

Hidalgo CSCD staff will receive written progress notes for each offender at intake, 14 days into treatment and at 30 day intervals thereafter. Offenders will be regularly staffed with Hidalgo CSCD staff.

Hidalgo CSCD staff and treatment staff will communicate about the community on a daily basis, including individual client progress or lack of progress. If the offender has not matriculated through the program in a successful and timely manner and an extension is needed, the request will be made in writing in the form of a revised treatment plan recommending additional services. If the offender has met all treatment goals, he/she will be recommended for release. If he has completed all goals prior to the minimum program length, an early dismissal may appropriate. All dismissal decisions will be thoroughly staffed with Hidalgo CSCD staff.

Upon completion of the program, a discharge staffing will be completed and Hidalgo CSCD staff will receive a copy of the Discharge Plan and a copy of the Discharge Summary.

F. Describe your proposed communication process and frequency of communication between your staff and Hidalgo staff. Specify if communication process or frequency will vary during the duration of service/treatment.

Routine staffing of an offender will take place at intake, 14 days post admission, at phase change, and prior to discharge. Special staffing regarding an offender(s) will be held as necessary and expedient.
At the beginning of each day Hidalgo Treatment Staff will review with Correctional Officer Staff, Probation Officers, and/or Administrative Staff the functioning of the community during the previous evening and night. Hidalgo TC Treatment Staff will communicate as necessary about emerging events during the day that may impact residents during evening and night-time hours, will review individual resident situations as necessary during the day, and will participate in regular facility staffing. Written progress notes will be forwarded to Hidalgo CSCD on a monthly basis.

G. Describe offender discharge/termination procedure (successful/unsuccessful) from the service. Include if certificates of completion will be provided and if so, procedure to provide certificate to offender and notification procedure to supervising community supervision/pre-trial officer.

To receive a satisfactory discharge, the offender must attend 95% of all scheduled group and individual sessions; must complete at least 75% of the objectives in his original treatment plan or any modifications of the plan made during his treatment; must have participated in the development of a discharge summary; and must have participated in the development and have an understanding of his/her discharge plan.

A offender may be unsuccessfully terminated for not completing the above requirements and/or failing to complete facility mandated tasks and/or failing to abide by Facility/Therapeutic Community rules (as detailed in Disciplinary Procedures).

Certificates of Completion will be provided to the offender within a formal commencement ceremony. The Discharge Summary (including a statement regarding successful or unsuccessful termination) and a Discharge Plan will be sent to the Hidalgo CSCD and Pre-Trial officers three days prior to discharge. Information regarding discharge will be reviewed with CSCD staff and Pre-Trial Officers prior to actual discharge.

H. Describe staff to offender ratio during sessions.

Counselor caseloads will be limited to 20 offenders per counselor. Group size will vary depending on the type/content of group. All process groups will be limited to 16 offenders per group. Didactic groups are limited to 35 offenders per group.

I. Provide photocopies of all State and local facility licensure/certificates, which apply to the services/treatment at issue, and include expiration and renewal.

TPI will seek a DSHS Facility Licensure Wavier for the Hidalgo facility if awarded the contract.

TDSHS Approved Clinical Training Institution (License expires April, 2008 – Our renewal application has been sent in). See section IV attachments of this RFP.

TCBADAC Continuing Education Provider (License expires in June, 2008) See section IV attachments of this RFP.

J. Describe Offender files, formats, frequency of entries, etc.

Counselor files are divided up as follows:

Left Side of File

Treatment Schedule
Treatment Plan
Authorization(s) to Release Information
Authorization to Obtain Information
Offender Orientation Checklist
HIV Risk Assessment Form
Addiction Severity Index Assessment
Psychosocial History
Other Assessments (as conducted)
Treatment Plan (Completed within 5 working days of admission)
Treatment Plan Reviews (Completed within 30 days of admission and every 60 days thereafter until the Offender is successfully discharged).

Right Side of File

Progress Note - Individual
Group Note
Monthly Progress Reports
Discharge Summary
Discharge Plan

Individual progress note entries are completed for each individual counseling appointment.

Weekly individual treatment summaries include hours of service, level of participation, and summary of progress.

Group progress note entries are made following each program evening.

Monthly Progress Reports are completed by the 7th of the following month.

EXHIBIT "B"
PAYMENT SCHEDULE/BEST AND FINAL OFFER

Summary Budget For Purchase Of Services

FISCAL YEAR 2008

Vendor/Contractor: The Turning Point, Inc
City: Houston
Contract Period: May 1, 2008 and ending August 31, 2008
Renewal: September 1, 2008 and ending August 31, 2009 (budget based on full 12 months)

COST CATEGORY	COST
Personnel – Salaries	$283,000.00
Personnel – Fringe Benefits	102,911.19
Personnel – Training	8,000.00
Personnel – Travel	10,000.00
Equipment	21,060.00
Transportation	$0.00
Consumable Supplies	9,960.00
Other	145,000.00
Facility	0.00
TOTAL	$579,931.19

Proposed Total Units of Service per year (example: Bed days per year or group/individual client hours): 35,040

Multiplied by

Proposed Cost for level of service $16.55

Equals

Budget Total $580,000

Show Computation:

96 beds x 365 days in the year = 35,040
$16.55 x 35,040 = $580,000 (rounded to the nearest 1,000)

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. Charles Scherzer, PhD, Executive Director
Turning Point, Inc.

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: May 5, 2008

Re: Best and Final Offer –RFP NO: 2008-036-03-26-VYG-"Hidalgo County Community Supervision And Corrections Department-Substance Abuse Treatment Services (services only)"

Pursuant to "Friday's Conference Call Meeting-April 25, 2008", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Community Supervision And Corrections Department Director, Joe Lopez discussed what the project and services entailed. Please review discussed and approved details as follows:

a) Reimbursement to be on monthly basis
b) Fee to be per client/per day/per bed (96 beds in facility)
c) Mr. Lopez would see if he could have a possible waiting list of clients for services
d) Turning Point, Inc. requesting and require about sixty (60) days to start program once approved by Hidalgo County Commissioners Court/Board Of Judges
e) Staff, equipment will be provided by Turning Point, Inc.
f) Training of staff will be provided by Turning Point, Inc.
g) Staff hired will be required to be "Bilingual"
h) Training of staff will be done here locally
i) Touched basis on "Exhibit C" Insurance-Turning Point, Inc. agreed on the exhibit and will submit once "Best And Final Offer" has been sent and signed
j) G.E.D. Classes will be initiated by Hidalgo County Community Supervision And Corrections Department.
k) No medical services are provided to client by Turning Point, Inc.
l) Hidalgo County Community Supervision And Corrections Department will provide a "Sick Call, Physical Examines, And Other Medical Services".
m) When client is terminated due to "Non-Compliance", decision will be initiated and approved by all parties involved, Hidalgo County Community Supervision And Corrections Department Director, Assigned SATF Director, Assigned Counselor and Turning Point, Inc.
n) On re-admission of client once terminated, decisions will be made between Hidalgo County Community Supervision And Corrections Department Director, Assigned SATF Director, Assigned Counselor and Turning Point, Inc., pursuant to discussion and agreement on behalf of all parties, clients may and/or can be re-admitted.
o) Turning Point, Inc. will provide "Aftercare" for client, once a week, after release at no extra charge to Hidalgo County Community Supervision And Corrections Department
p) Copier machine will be provide by Hidalgo County Community Supervision And Corrections Department, thus, eliminating the fee of copier in proposal by Turning Point, Inc. in the amount of $3,060.00.

q) The amount of **$16.55** per client/per day submitted by Turning Point, Inc. in their proposal was agreed by both parties to be reduced to **$15.55** per client/per day.

Your original proposal is at $580,000.00 and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Tuesday, May 6, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer On Fee Per Individual/Per Day: $ 15.55

Best and Final Offer On Budget Total: $ 545,000

Signed: _____ **Title:** Executive Director

Printed Name: Charles Scherzer, Ph.D.

Texas Department of State Health Services

certifies that the organization identified below is a

Clinical Training Institution

The Turning Point, Inc.

Registration Number 164

Control Number 128

Expires 4/4/2010

Commissioner

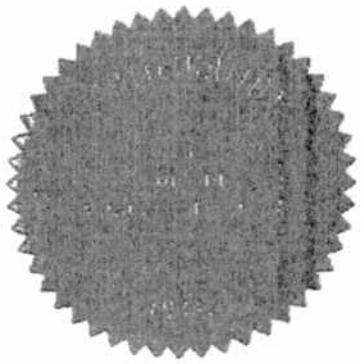
Texas Certification Board of Addictions Professionals

Hereby Certifies

Turning Point, Inc.

as a
Provider of Continuing Education
for Certification and Recertification
for Alcoholism and Drug Abuse Counselors
in the State of Texas

Provider Number: **1126-94**



Originally Issued:
June 1994

TAAP President

Expires:
June 2009

Certification Board Chairman

TEXAS STATE BOARD OF EXAMINERS OF PSYCHOLOGISTS

[redacted]

LICENSED PSYCHOLOGIST

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF TEXAS

CHARLES SCHERZER PH. D
10175 HARWIN SUITE 101
P. O. BOX 771236
HOUSTON, TX 77215-1236

THE STATE OF TEXAS

23283
LICENSE NO.

05/31/2009
EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

License Verification

"License" means a license, certificate, registration, permit, or other form of authorization, including a renewal of the authorization, that: a person must obtain to practice or engage in a particular business, occupation, or profession; or a facility must obtain before a particular business, occupation, or profession is practiced or engaged in within the facility. A "License Rank" is the level of license; a "License Modifier" provides additional information on the scope of the license.

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business.

For more information regarding this license, including any disciplinary information displayed below, please contact the appropriate board or program office. A list of DSHS licensing board and programs may be found at: http://www.dshs.state.tx.us/license.shtm or click the link at the bottom of this page.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 7339		***Current Date: 03/07/2008 02:45 PM***
Name:	**Beltran, Cindy Lee**	
License Rank:	**Licensed Chemical Dependency Counselor**	
License Status:	**Current**	
Expiration Date:	**10/31/2009**	
Effective Rank Date:	**10/01/2005**	

Addresses (for most license types, full address will not display)		
Main Address	Address	**SPRING , TX** **HARRIS** **77379** **US**

[redacted]

DSHS Certifications, Licenses and Permits | Copyright/Disclaimer

TEXAS
Department of State Health Services

Contact Us | Internet Policy

Division for Regulatory Services - Online License Services Return to the Main Menu

Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria	**Search by Name for a Specified License Type**
License Type:	**Licensed Chemical Dependency Counselor (LCDC)**
Last Name:	**Jones**
First Name:	**Clinton**

Name	License Number	License Rank	Status	Expiration Date
Jones, Clinton	8155	Licensed Chemical Dependency Counselor	Current	05/31/2010

DSHS Certifications, Licenses and Permits | Copyright/Disclaimer

EXHIBIT "C"
INSURANCE CERTIFICATE



THE TURNING POINT, INC.

P.O. Box 771236
Houston, Texas 77215-1236

Telephone 713-773-3280
Toll-Free 877-773-3280
Fax 713-773-3326

FACSIMILE COVER SHEET

To: Vangie **From:** Rachel Scherzer

Fax: 956 318 2629 **Pages:** 3 (Including the cover sheet)

Phone: **Date:** 7/8/09

Re: Insurance **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

CONFIDENTIALITY NOTICE:

THE INFORMATION CONTAINED IN THIS FACSIMILE IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. THE TERM "PRIVILEGED" AND "CONFIDENTIAL" INCLUDES, WITHOUT LIMITATIONS, PRIVILEGED COMMUNICATION, AND ANY OTHER PROPRIETARY INFORMATION. NOTHING IN THE FACSIMILE IS INTENDED TO CONSTITUTE A WAIVER OF THE CONFIDENTIALITY OF THIS MESSAGE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR EMPLOYED AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DUPLICATION OR DISTRIBUTION OF THIS COMMUNICATION IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE IN ORDER FOR US TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

IF ALL OF THE FOLLOWING _____ PAGES (INCLUDING THE FAX COVER SHEET) ARE NOT RECEIVE IN GOOD ORDER, PLEASE CALL (713) 773-3280.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID: H7 TURNI-1

DATE (MM/DD/YYYY) 06/03/09

PRODUCER

Fr) Insurance - Houston
370/ Richmond Avenue
Houston TX 77046
Phone: 713-388-1250 Fax: 713-388-1238

INSURED

The Turning Point
P O Box 771236
Houston TX 77215

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American International	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	06LX36926572000	06/01/09	06/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$1,000,000 $250,000 $10,000 $1,000,000 $3,000,000 $3,000,000 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	06CA00626895720	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $25,000	29UD00645735210	06/01/09	06/01/10	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Health Care Facilities-Clinics /Office

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County Supervision and
Corrections Dept.
1000 M Road
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

Renna R Walsh

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.

EXHIBIT "D"
CONFLICT OF INTEREST

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Charles Scherzer, 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 nay 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: C Schwarz / Executive Director

Subscribed and sworn to before me this 24th day of March 2008.

CKCA

Notary Public

My commission expires: May 4, 2008.

CARRIE K. CARTER
Notary Public, State of Texas
My Commission Expires
May 04, 2008

BIDDER/VENDOR APPLICATION

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: The Turning Point, Inc. Telephone No. (713) 773-3280

dba Name:

Legal Name: The Turning Point, Inc.

Mailing Address: PO Box 771236 Fax No. (713) 773-3326

Physical Address: Houston, TX 77215-
10175 Harwin, Suite 101

City, State, Zip Houston, TX 77036 Tax I.D. No. 76-0160416

Remit to Address: PO Box 771236 City, State, Zip Houston, TX 77215-1236

E-Mail Address: cscherzer@ttpi.net

Representative(s) Name(s) & Title(s) Charles Scherzer, ED

Type of Organization (check one): ____ Individual ____ Partnership X Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify ____
State Identification No. 3000897012B (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. ____

State of Incorporation: Texas Date: 06/11/85 Other: ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor XX Service Organization ____ Other, Specify ____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Charles Scherzer, Executive Director

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
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ 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?: ____

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.: ____

Revised12/14/06

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?: 0 % (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

Form **W-9** (Rev. January 2005)
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name (as shown on your income tax return)
The Turning Point, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 772136

Requester's name and address (optional)

City, state, and ZIP code
Houston, TX 77215-1236

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
7 6 0 1 6 0 4 1 6

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 ▶ [signature] Date ▶ 3/11/08

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.*

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:

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.

Cat. No. 10231X Form W-9 (Rev. 1-2005)

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: Charles Scherzer

Title: Executive Director

Telephone Number: 713.773.3280

Date: 03/11/2008

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

May 7, 2008

Sent via regular mail and facsimile to: 512-834-6709
Ms. Delfy Garza, Program Specialist
Department of State Health Services
Regulatory Licensing Unit – Facility Licensing Group
Mail Code 2835
P.O. Box 149347
Austin, Texas 78714-9347

RE: The Turning Point, Inc.

Dear Ms. Garza:

This correspondence is in response to your request of the Turning Point, Inc. for documentation regarding the Turning Point, Inc.'s role in the treatment program offered at 1000 M. Road, Edinburg, Texas. To ensure that the business relationship between the Turning Point and Hidalgo County Community Supervision and Corrections Department (HCCSCD) is clarified, I would offer the foregoing information.

HCCSCD operates a residential substance abuse treatment facility at 1000 M. Road, Edinburg, Texas 78539. This is a residential substance abuse treatment facility that offers programs that are designed to provide the criminal courts of Hidalgo County with residential programming and aftercare supervision of moderate to high risk adult males and females on community supervision in need of a structured residential setting to focus on education and treatment modalities to address their substance abuse problems and changing criminal thinking behavior. The programs offered are intended to assist offenders evidencing a need for treatment of substance abuse problems that effect their ability to live a sober and functional lifestyle.

This facility and its programs are operated by HCCSCD pursuant to the Texas Department of Criminal Justice Community Justice Assistance Division (CJAD) standards and rules established pursuant to Chapter 509 of the Texas Government Code (See 37 Texas Administrative Code § 163.40). As such, Section 509.003(c) of the Texas Government Code provides that this facility "is not required to be licensed or otherwise approved by any other state or local agency."

In order to effectuate its operations, HCCSCD contract with vendors to provide goods and services, including substance abuse counseling. HCCSCD operates, and requires all of its vendors to operate, its substance abuse treatment programs under CJAD standards and rules established pursuant to Chapter 509 of the Texas Government Code (See 37 Texas Administrative Code § 163.40). The costs associated with the programs offered at this facility, including contracting with the vendors are funded by CJAD. One such vendor is The Turning Point, Inc. and, like such vendors, the services that The Turning Point, Inc. renders on behalf of HCCSCD are funded with CJAD monies.

If you have any questions or concerns or require additional information, please feel free to contact me at (956) 587-6001 or (956) 587-6004.

Respectfully submitted,

Joe Lopez, Executive Director
Community Supervision & Corrections Department
County of Hidalgo

cc: The Turning Point, Inc.
P.O. Box 771236
Houston, Texas 77215

At this time Commissioner Palacios step out.

I. Sheriff's Office

1. **Presentation, discussion, consideration and approval to award the proposal received from Herrera and Hunt, Inc. meeting all specifications and/or requirements (through H idalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded jocs or construction service vendors) for the provision of labor, material and related accessories, including , but not limited to, Construction of a Crime Specialist Scene Garage, Addition to Motor pool and Sidewalk in the amount of $78,777.00.(Bid No.08-122)**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

Adult Probation

1. **Presentation for discussion, consideration, acceptance and approval of contract document (which includes negotiated best and final offer and meets all requirements and/or specifications) from the vendor submitting the sole response for RFP NO: 2008-036-03-26-Hidalgo County Community Supervision and Corrections Department-Substance Abuse Treatment Services Only with: The Turning Point, Inc.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rescind prior vote on items J-1.

2. **Requesting authority to advertise/publish a Request for Qualifications for: Medical Services Provider for Adult Probation Substance Abuse Facility for the Hidalgo County Audlt Probation Department with final develcpment and drafting of qualifications, scope of services, requirements, terms and conditions to be provided by Mr. Joe Lopez, Director of Hidalgo County's Adult Probation Department.**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

K. County Clerk

1. **A. Presentation for discussion, consideration, acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners Court) submitted in response to the Request For Proposals- "Conversion of Vital Records from Paper to Digital Images"-Hidalgo County Clerk's Office. RFP No. 2008-114-05-1 4-otm.**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rank Government Records as #1 with 568 pts., Landata Technologies as #2 with 540, Apec Management as #3 with 523pts., Record Fusion as #4 With 430 pts and L T Holdings as #5 with 370 pts.

AI-9378 **21.J.1.**

SUBSTANCE ABUSE TREATMENT SERVICES
CC REGULAR

Date: 06/03/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of contract document (which includes negotiated best and final offer and meets all requirements and/or specifications) from the vendor submitting the sole response for RFP NO: 2008-036-03-26-Hidalgo County Community Supervision and Corrections Department-Substance Abuse Treatment Services Only with: The Turning Point, Inc.

BACKGROUND

Fiscal Impact

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

Please see attachment on account status from Mr. Lopez, and also, as per the State's Fiscal Year, project contract will be required to be effective June 1, 2008, in order to utilize the approved funding (grant) by the State with this year's budget allocation for this project.

Attachments

Link: Original Proposal
Link: Best And Final Offer
Link: Contract Document
Link: Account Status
Link: Participation and Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/21/2008 12:32 PM	APRV
2	Budget & Management	Dina Trevino	05/21/2008 01:24 PM	APRV
4	Auditor's Office	Linda Fong	05/22/2008 06:15 PM	APRV
5	Court Administrator	Angela Garcia	05/23/2008 08:01 AM	APRV

Form Started By: Vangie Garcia Started On: 05/17/2008 01:17 PM
Final Approval Date: 05/23/2008

AI-16381 **10.L.**

Renewal/Extension: C-08-164-06-03-McKesson Corporation

CC CONSENT

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to renew/extend the one (1) year option as provided in the current contract C-08-164-06-03 for Hidalgo County WIC Program "Medical Supplies" under the same rates, terms, and conditions with McKesson Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 1292-441-00-350-001-9-604
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

Attachments

Link: Contract Documentation

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 01:59 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:53 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	07/09/2009 09:32 AM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Vangie Garcia — Started On: 07/07/2009 04:51 PM

Final Approval Date: 07/10/2009

REQUIREMENTS AGREEMENT
C-08-164-06-03

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 2, 2008** by and between **McKesson Corporation, a Virginia Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **July 2, 2008 to July 2, 2009** with the option to renew for an additional **one (1)** year (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A"

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict

between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract 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 Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **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 registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: McKesson Medical-Surgical Inc.
Attention: Therese Mugge
8121 Landmark Road
Richmond, VA 23228

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

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____

APPROVED BY COMMISSIONERS COURT ON, 6-3-08 .

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor McKesson Medical-Surgical Inc.
By: _____
Printed Name: Therese Mugge
Title: Director Government Sales

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County WIC Program
"Medical Supplies"
BID No. 2008-164-05-14 SMA

SPECIFICATIONS/REQUIREMENTS

The Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufactures. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

SCOPE OF SERVICES:

The County of Hidalgo, Texas requires the service of a contractor(s) to furnish Medical Supplies for the WIC Program including, but not limited to, the following:

1) Providing original manufacturer items.
2) Have been in business for at least two years.
3) All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.

4) Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

REQUIREMENTS:

1) **SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID.**
2) Delivery must be made within five (5) days maximum from the date order is placed.

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional year.
2) County will seek purchases from state awarded vendors whenever it is, it's best interest to do so.
3) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo

such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6) Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) day"s written notice prior to be cancellation.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall

contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 7, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, May 9, 2008 by 5:00 p.m.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY WIC PROGRAM
"Medical Supplies"
Bid No. 2008-164-05-14-SMA

DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
Surgilance One Step Lancets 1.8 mm Puncture Depth 0.50 mm Puncture Width	14.99	100/BX	15 BX/CS
Band-Aids (¾ x 3)	1.73	100/BX	24 BX/CS
Alcohol Preps	1.39	200/BX	15 BX/CS
Sharps Containers (14 Qt. Size)	6.99	each	12 ea/CS
Vinyl Exam Small Gloves (powder free)	3.99	100/BX	10 BX/CS
Vinyl Exam Medium Gloves (powder free)	3.99	100/BX	10 BX/CS
Vinyl Exam Large Gloves (powder free)	3.99	100/BX	10 BX/CS
Gauze (2x2)	.99	200/BX	25 BX/CS
Alcohol (12 oz.)	.99	each	12 ea/CS
Menu Tissue Paper (12x12)	12.99	N/A	1000/CS
Cotton tipped applicators (6")	4.64	1000/BX	10 BX/CS

BIDDER'S /COMPANY NAME: McKesson Medical-Surgical Inc.

ADDRESS: 8741 Landmark Road

CITY: Richmond STATE: VA ZIP CODE 23228

PHONE No. 800-328-8111 x6087 FAX No. 800-237-9766

SIGNATURE OF AUTHORIZED PERSON: Marsha Chevalier

PRINTED NAME: Marsha Chevalier TITLE: Government Sales Manager

EXHIBIT "C"
INSURANCE

EXHIBIT "C"
INSURANCE

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000783499-08

PRODUCER

MARSH RISK & INSURANCE SERVICES
THREE EMBARCADERO CENTER
P. O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

00053 -GL-ALL-07/08 GLAL WC

INSURED

MCKESSON CORPORATION INCLUDING
MCKESSON MEDICAL-SURGICAL, INC.
ONE POST STREET
SAN FRANCISCO, CA 94104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A: GOLDEN STATE INSURANCE COMPANY, LIMITED

COMPANY B: OLD REPUBLIC INSURANCE COMPANY

COMPANY C:

COMPANY D:

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 7

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	064-1-80101-2007	07/01/07	07/01/08	GENERAL AGGREGATE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 1,000,000
	X CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	X CONTRACTUAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$
B	AUTOMOBILE LIABILITY	MWTB19809	07/01/07	07/01/08	COMBINED SINGLE LIMIT	$ 1,000,000
	X ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	X SELF INSURED FOR PHYSICAL DAMAGE					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC11511200	07/01/07	07/01/08	X WC STATUTORY LIMITS ☐ OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED FOR LIABILITY, BUT ONLY AS RESPECTS THEIR SIGNED WRITTEN CONTRACT/AGREEMENT WITH MCKESSON CORPORATION AND/OR ITS SUBSIDIARIES.

CERTIFICATE HOLDER

THECOUNTY OF HIDALGO
100 E. CANO, 4TH FLOOR - ADMINISTRATION BLDG.
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Chris D Ambra Chris D Ambra

MM1(3/02) VALID AS OF: 07/18/07

PURCHASING DEPARTMENT
County Of Hidalgo

July 7, 2009

Marsha Chevalier, Government
Sales Manager
8741 Landmark Road
Richmond, VA 23228

Via Facsimile: government.sales@mckesson.com

Re: Extension of Contract No. C-08-164-06-03-
"Hidalgo County WIC Program-Medical Supplies"

Dear Ms. Chevalier:

Commissioners' Court will take applicable action (Tuesday, July 14, 2009) in connection with the option to extend/renew the one (1) year option as provided in current contract pursuant to the same rates, terms and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 8, 2009, 10:00 a.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: _____ Date: _____

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

xc: file

AI-16370 **10.M.**

Psychological Evaluation Services - Hidalgo County Community Supervision & Corrections Dept.

CC CONSENT

Date:	07/14/2009
Submitted By:	Olga Montero, 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. legal notices, qualifications/requirements, draft contract) for project-RFQ #2009-280-08-05-otm: Psychological Evaulation Services Providers for Hidalgo County Adult Probation Department.

BACKGROUND

(1) Current Contract expires August 31, 2009
(2) Draft Contract
(3) Proposed Schedule of Events
1st advertisements - July 18, 2009
2nd advertisemets-July 25, 2009
Bid Opening Date: August 05, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: fund 1297, obj. 331

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

BUDGETARY IMPACT:

Funding source is obj. 331 "Physician Services" for the Adult Probation Dept. Please refer to attached expense report (various program #'s) for funding availability as of 7-8-09.

Attachments

Link: draft contract

Link: draft legal notice

Link: draft specs

Link: Adult Probation expense report as of 7-8-09, obj. 331

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 10:55 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:33 PM	APRV

3	Ivan Cantu	Ivan Cantu	07/08/2009 03:36 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Olga Montero Started On: 07/07/2009 01:45 PM

Final Approval Date: 07/10/2009

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 _____, 2009.

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:

The Vendor shall provide psychological evaluations upon request by the department. Evaluation may include mental status, personality, behavioral, and sociological screening. The Vendor shall conduct a clinical interview, administer any psychological tests deemed necessary, score and interpret said tests, and write and submit a report to the department within 30 days of the first interview.

The Vendor shall provide the department, and/or its representatives (Community Supervision Officers) the necessary case consultation after a psychological evaluation has been completed. This case consultation will be afforded to the department at no extra cost.

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 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 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, if applicable.

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

1.9 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.)**

1.10 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.

1.11 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.

1.12 AND 1.13 ARE OPTIONAL CLAUSES:

1.12 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.

1.13 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.

1.13 Other: **The Vendor shall inform the department's representative (Community Supervision Officer) if the client fails to appear for any and all appointments, initial or subsequent.**

The Vendor shall submit a statement for payment of services performed in the format labeled Exhibit B within 30 days of the service date.

The Vendor shall submit the assessment report to the department Director within 10 days of service date.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

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

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 Duties and Obligations. VENDOR shall provide the Services 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.

3.2 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.

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

3.4 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.

3.5 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.

3.6 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 services provided, including compliance with 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 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).

4.10 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.

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

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 Sate 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
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 VII
MISCELLANEOUS PROVISIONS

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

7.6 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.

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

7.8 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.

7.9 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.

7.10 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: HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: JOE LOPEZ

SIGNATURE: _____

TITLE: EXECUTIVE DIRECTOR

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
Referral Form

EXHIBIT B
Billing Statement

EXHIBIT C
Release of Confidential Information

EXHIBIT D
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.

RFQ NO: 2009-280-08-05	Buyer II: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.

"PSYCHOLOGICAL EVALUATION SERVICES"

RFQ NO: 2009-280-08-05-OTM

AUGUST 5, 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 Statements of Qualifications** will be received for "**Hidalgo County Community Supervision And Corrections Department-Psychological Evaluation Services",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. **One (1) original and seven (7) copies** of all RFQs are required, with the vendor's name and 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, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2009-280-08-05-HIDALGO COUNTYCOMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT-PSYCHOLOGICAL EVALUATION SERVICES** 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., AUGUST 5, 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 QUALIFICATIONS FOR "RFQ-HIDALGO COUNTY CSCD-"PSYCHOLOGICAL EVALUATION SERVICES".

3. Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, July 22, 2009 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by **Friday, July 24, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

4. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposathat it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also 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 obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

5. 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 vendor, or to reject all RFQs and re-advertise.

6. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

7. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

8. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

9. County reserves the right to accept or reject any or all RFQs.

10. Costs are to be net F.O.B. destination, County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

12. 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.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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.

14. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
2802 S. Business Hwy. 281;
mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation – **"Hidalgo County Community Supervision And Corrections Department-Psychological Evaluation Services"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Community Supervision and Corrections Department
Joe Lopez, Executive Director
3100 S. Business Hwy. 281
Edinburg, TX 78539
956-587-6000

16. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**August 5 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. ~~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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants 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 45CFR76.**

. ~~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 materialmen 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.~~

18. 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.

19. 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 forms to the Hidalgo County Clerk's Office located at 2802 South Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

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

20. 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.

21. 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.

22. 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.

23. 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's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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 (30) 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 in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. 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 or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications 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.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications For:
Hidalgo County Community Supervision And Corrections Department
"Psychological Evaluation Services"

RFQ No: 2009-280-08-05-OTM

AUGUST 5, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department-2802 S. Business Hwy. 281
Mailing address: 2812 S. Hwy. Business 281-New Administration Building
Edinburg, Texas

In accordance with the Requirements, 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 proposal, 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.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) 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 accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

Exhibit "A"
Psychological Evaluation Services"
Request for Qualifications
RFQ NO: 2009-280-08-05-OTM

OVERVIEW

Hidalgo County Community Supervision & Corrections Department is inviting statements of qualifications from competent, interested and qualified Vendors for the purpose of providing services for "Psychological Evaluation Services" for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, August 5, 2009. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO.: 2009-280-08-05-OTM
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:

RFQ NO.: 2009-280-08-05-OTM
"PSYCHOLOGICAL EVALUATION SERVICES"

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at New Administration Building-2802 So. Business Hwy 281-Edinburg,Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, ***July 22, 2009, at 5:00 P.M.*** at (956) 318-2629. Responses will be sent to all applicants via facsimile by ***Friday, July 24, 2009 at 5:00 P.M.***. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

SIGNING OF QUALIFICATIONS: 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 Board of Judges of Hidalgo County Community Supervision & Corrections Department.

DURATION OF CONTRACT: The initial term of the contract shall be for two (2) year period, September 1, 2009 – August 31, 2011, with the County's option to renew for additional one (1) year term.

DAVIS BACON ACT (IF APPLICABLE):
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFQ REQUIREMENTS

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

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.

VENDOR(S) QUALIFICATIONS: The County Of Hidalgo is seeking to contract with competent interested and qualified Vendor(s) for the purpose of providing "Psychological Evaluation Services" and is licensed and certified to practice in the State Of Texas.

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 CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS that you possess that deem you as a qualified provider.

SCOPE OF SERVICES

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
002							
9							
9-1297-423-00-320-002-9-331	BASIC SUPERVISION-PHYSICIAN SERVICES	.00	-11,415.00	.00	-11,590.00	175.00	101.53
9		**.00**	**-11,415.00**	**.00**	**-11,590.00**	**175.00**	**101.53**
002		**.00**	**-11,415.00**	**.00**	**-11,590.00**	**175.00**	**101.53**
005							
9							
9-1297-423-00-320-005-9-331	RESTITUTION CTR-PHYSICIAN SERVICES	.00	800.00	100.00	500.00	200.00	75.00
9		**.00**	**800.00**	**100.00**	**500.00**	**200.00**	**75.00**
005		**.00**	**800.00**	**100.00**	**500.00**	**200.00**	**75.00**
008							
9							
9-1297-423-00-320-008-9-331	COMM CORR-PHYSICIAN SERVICES	.00	69,250.00	18,770.00	24,280.00	26,200.00	62.17
9		**.00**	**69,250.00**	**18,770.00**	**24,280.00**	**26,200.00**	**62.17**
008		**.00**	**69,250.00**	**18,770.00**	**24,280.00**	**26,200.00**	**62.17**
020							
9							
9-1297-423-00-320-020-9-331	SATF-PHYSICIAN SERVICES	.00	43,358.00	9,750.00	16,649.00	16,959.00	60.89
9		**.00**	**43,358.00**	**9,750.00**	**16,649.00**	**16,959.00**	**60.89**
020		**.00**	**43,358.00**	**9,750.00**	**16,649.00**	**16,959.00**	**60.89**
1297 ADULT PROBATION		**.00**	**101,993.00**	**28,620.00**	**29,839.00**	**43,534.00**	**57.32**
9 YEAR		**.00**	**101,993.00**	**28,620.00**	**29,839.00**	**43,534.00**	**57.32**

AI-16366 **10.N.**

Psychiatric Evaluation Services-Hidalgo County Community Supervision & Correctional Department

CC CONSENT

Date:	07/14/2009
Submitted By:	Olga Montero, 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. legal notices, qualifications/requirements, scope of services, draft contract) for project-RFQ #2009-281-08-05: Psychiatric Evaluation Services Provider for the Hidalgo County Community Supervision & Correctional Department.

BACKGROUND

(1) Current expires August 31, 2009
(2) Draft Contract
(3) Proposed Schedule of Events
1st advertisements - July 18, 2009
2nd advertisements - July 25, 2009
Bid Opening Date: August 05, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: fund 1297, obj. 331

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

BUDGETARY IMPACT:

Funding source for the Adult Probation Dept is obj. 331 "Physician Services" (various program #'s). Please refer to attached expense report as of 7-8-09 for funding availability.

Attachments

Link: draft legal notice

Link: draft specs

Link: draft contract

Link: Adult Probation obj. 331 expense report as of 7-8-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 10:49 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:24 PM	APRV

3	Ivan Cantu	Ivan Cantu	07/08/2009 03:36 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Olga Montero Started On: 07/07/2009 11:44 AM

Final Approval Date: 07/10/2009

RFQ NO: 2009-281-08-05	Buyer II: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPT.

"PSYCHIATRIC EVALUATION SERVICES"

RFQ NO: 2009-281-08-05-OTM

AUGUST 5, 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 Statements of Qualifications** will be received for "**Hidalgo County Community Supervision And Corrections Department-Psychiatric Evaluation Services",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. **One (1) original and seven (7) copies** of all RFQs are required, with the vendor's name and 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, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2009-281-08-05-HIDALGO COUNTYCOMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT-PSYCHIATRIC EVALUATION SERVICES** 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., AUGUST 5, 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 QUALIFICATIONS FOR "RFQ-HIDALGO COUNTY CSCD-"PSYCHIATRIC EVALUATION SERVICES".

3. Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, July 22, 2009 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by **Friday, July 24, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

4. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposathat it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also 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 obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

5. 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 vendor, or to reject all RFQs and re-advertise.

6. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

7. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

8. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

9. County reserves the right to accept or reject any or all RFQs.

10. Costs are to be net F.O.B. destination, County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

12. 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.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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.

14. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation – **"Hidalgo County Community Supervision And Corrections Department-Psychological Evaluation Services"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Community Supervision and Corrections Department
Joe Lopez, Executive Director
3100 S. Business Hwy. 281
Edinburg, TX 78539
956-587-6000

16. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**August 5 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. ~~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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants 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 45CFR76.**

. ~~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 materialmen 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.~~

18. 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.

19. 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 forms to the Hidalgo County Clerk's Office located at 2802 South Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

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

20. 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.

21. 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.

22. 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.

23. 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's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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 (30) 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 in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the

occupied premises are located. 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 or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications 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.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications For:
Hidalgo County Community Supervision And Corrections Department
"Psychiatric Evaluation Services"

RFQ No: 2009-281-08-05-OTM

AUGUST 5, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department-2802 S. Business Hwy. 281
Mailing address: 2812 S. Hwy. Business 281-New Administration Building
Edinburg, Texas

In accordance with the Requirements, 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 proposal, 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.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) 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 accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

Exhibit "A"
Psychiatric Evaluation Services"
Request for Qualifications
RFQ NO: 2009-281-08-05-OTM

OVERVIEW

Hidalgo County Community Supervision & Corrections Department is inviting statements of qualifications from competent, interested and qualified Vendors for the purpose of providing services for "Psychiatric Evaluation Services" for a two (2) year period, with the County's sole discretion to extend the contract for an additional one (1) year. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, August 5, 2009. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO.: 2009-281-08-05-OTM
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:

RFQ NO.: 2009-281-08-05-OTM
"PSYCHIATRIC EVALUATION SERVICES"

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at New Administration Building-2802 So. Business Hwy 281-Edinburg,Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, ***July 22, 2009, at 5:00 P.M.*** at (956) 318-2629. Responses will be sent to all applicants via facsimile by ***Friday, July 24, 2009 at 5:00 P.M.***. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

SIGNING OF QUALIFICATIONS: 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 Board of Judges of Hidalgo County Community Supervision & Corrections Department.

DURATION OF CONTRACT: The initial term of the contract shall be for two (2) year period, September 1, 2009 – August 31, 2011, with the County's option to renew for additional one (1) year term.

DAVIS BACON ACT (IF APPLICABLE):
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFQ REQUIREMENTS

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

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.

VENDOR(S) QUALIFICATIONS: The County Of Hidalgo is seeking to contract with competent interested and qualified Vendor(s) for the purpose of providing "Psychiatric Evaluation Services" and is licensed and certified to practice in the State Of Texas.

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 CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS that you possess that deem you as a qualified provider.

SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. The intent of this solicitation is to acquire for "Psychiatric Evaluation Services" on as-needed basis.

QUALIFICATIONS:
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:

The Vendor shall provide psychiatric evaluation services upon request by the department. Evaluation services may include mental status, personality, behavioral, and sociological screening. The Vendor shall conduct a clinical interview, administer any psychiatric evaluation tests deemed necessary, score and interpret said tests, and write and submit a report to the department within 30 days of the first interview.

The Vendor shall provide the department, and/or its representatives (Community Supervision Officers) the necessary case consultation after a psychiatric evaluation has been completed. This case consultation will be afforded to the department at no extra cost.

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, if applicable.

COURT TESTIMONY: VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

NO-SHOWS: DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings.

The Vendor shall inform the department's representative (Community Supervision Officer) if the client fails to appear for any and all appointments, initial or subsequent.

The Vendor shall submit a statement for payment of services performed in the format labeled Exhibit B within 30 days of the service date.

The Vendor shall submit the assessment report to the department Director within 10 days of service date.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

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

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.

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

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of services.

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

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA
The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County Board of Judges may elect to narrow the participating providers and request a presentation.

(A) The Hidalgo County Community Supervision & Corrections Department's Board of Judges and/or an Evaluation Committee (selected and/or designated by Board of Judge's) will review, score and evaluate the RFQs received in response to this request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Board of Judge's for the purposes of ranking.

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 _____, 2009.

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:

The Vendor shall provide psychiatric evaluations upon request by the department. Evaluation may include mental status, personality, behavioral, and sociological screening. The Vendor shall conduct a clinical interview, administer any psychiatric tests deemed necessary, score and interpret said tests, and write and submit a report to the department within 30 days of the first interview.

The Vendor shall provide the department, and/or its representatives (Community Supervision Officers) the necessary case consultation after a psychiatric evaluation has been completed. This case consultation will be afforded to the department at no extra cost.

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 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 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, if applicable.

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

1.9 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.)**

1.10 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.

1.11 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.

1.12 AND 1.13 ARE OPTIONAL CLAUSES:

1.12 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.

1.13 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.

1.13 Other: **The Vendor shall inform the department's representative (Community Supervision Officer) if the client fails to appear for any and all appointments, initial or subsequent.**

The Vendor shall submit a statement for payment of services performed in the format labeled Exhibit B within 30 days of the service date.

The Vendor shall submit the assessment report to the department Director within 10 days of service date.

The Vendor shall treat the client's record as confidential in accordance with federal regulations and state laws. The Vendor shall release information as indicated in the Release of Confidential Information. This form is required in order to effect the necessary exchange of information between the department and the Vendor (Exhibit D).

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

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 Duties and Obligations. VENDOR shall provide the Services 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.

3.2 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.

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

3.4 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.

3.5 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.

3.6 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 services provided, including compliance with 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 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).

4.10 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.

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

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 Sate 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
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 VII
MISCELLANEOUS PROVISIONS

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

7.6 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.

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

7.8 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.

7.9 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.

7.10 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: HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: JOE LOPEZ

SIGNATURE: _____

TITLE: EXECUTIVE DIRECTOR

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
Referral Form

EXHIBIT B
Billing Statement

EXHIBIT C
Release of Confidential Information

EXHIBIT D
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.

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
002							
9							
9-1297-423-00-320-002-9-331	BASIC SUPERVISION-PHYSICIAN SERVICES	.00	-11,415.00	.00	-11,590.00	175.00	101.53
9		**.00**	**-11,415.00**	**.00**	**-11,590.00**	**175.00**	**101.53**
002		**.00**	**-11,415.00**	**.00**	**-11,590.00**	**175.00**	**101.53**
005							
9							
9-1297-423-00-320-005-9-331	RESTITUTION CTR-PHYSICIAN SERVICES	.00	800.00	100.00	500.00	200.00	75.00
9		**.00**	**800.00**	**100.00**	**500.00**	**200.00**	**75.00**
005		**.00**	**800.00**	**100.00**	**500.00**	**200.00**	**75.00**
008							
9							
9-1297-423-00-320-008-9-331	COMM CORR-PHYSICIAN SERVICES	.00	69,250.00	18,770.00	24,280.00	26,200.00	62.17
9		**.00**	**69,250.00**	**18,770.00**	**24,280.00**	**26,200.00**	**62.17**
008		**.00**	**69,250.00**	**18,770.00**	**24,280.00**	**26,200.00**	**62.17**
020							
9							
9-1297-423-00-320-020-9-331	SATF-PHYSICIAN SERVICES	.00	43,358.00	9,750.00	16,649.00	16,959.00	60.89
9		**.00**	**43,358.00**	**9,750.00**	**16,649.00**	**16,959.00**	**60.89**
020		**.00**	**43,358.00**	**9,750.00**	**16,649.00**	**16,959.00**	**60.89**
1297 ADULT PROBATION		**.00**	**101,993.00**	**28,620.00**	**29,839.00**	**43,534.00**	**57.32**
9 YEAR		**.00**	**101,993.00**	**28,620.00**	**29,839.00**	**43,534.00**	**57.32**

AI-16354 **10.O.**

COOP's Approval, New Lease Agreements & Agreements Renewal
CC CONSENT

Date:	07/14/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
The Hon Company c/o Corporate Express-Staples	Office Furniture	3-711090-49
AllSteel c/o Corporate Express a Staples Co. aka Business Interiors by Staples	Office Furniture	9-71I030
AllSteel c/o Jones & Cook	Office Furniture	9-71I030-22

2. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the US Communities Cooperative Purchasing Program's awarded pricing contracts including, but not limited to, Precincts, Departments, Program, Agencies, etc.:

Graybar	Electrical Products	MA41902-6

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009;

3. Requesting authority to enter into a 12-month fax service & maintenance agreement with "COPY DATA VALLEYWIDE" at $200.00/year, through requisition #158198 for the 398th District Court-effective: 6/17/09 to 6/17/10;

4. Requesting authority to enter into a 48-month new copier (capital) lease for a WC7328P printer through our membership/participation with TCPN's awarded vendor, Xerox contract #072391200 for the Buildings & Grounds Department through requisition #158460 for the amount of $326.45/month, effective upon approval (9-1100-419-40-220-001-0-780)lit;

5. Requesting authority to purchase (1) ricoh mp c2050 copy/scan/fax machine through the County's membership/participation with TASB Buyboard's awarded vendor Ikon Office Solutions (299-08) in the total amount of $3,800.00, and requesting authority to enter into a 12-month maintenance agreement for the above machine with Ikon Office Solutions for the 206th District Court through requisition #157472 for $330.00/year,

effective upon approval (9-1100-412-00-004-001-0-743) & (9-1100-412-00-004-001-0-432);

6. Requesting approval to enter into a 12-month license support center/remote support subscriber agreement from Webex Communications Inc. for the Information Technology Department for the amount of $150.00/month through requisition #158451 (9-1100-415-00-200-002-0-336);

7. Requesting approval to enter into a 12-month license support subscriber agreement from MelissaData Corporation for the Emergency Service Department in the amount of $895.00/year, through requisition #158346, effective: 7/2009-7/2010 (9-1100-429-00-300-023-0-336);

8. Requesting authority to enter into a 39-month new copier (capital) lease for a WC4150 copier through our membership/participation with TCPN's awarded vendor, Xerox contract #072391200 for the Court at Law #5 through requisition #157675 for the amount of $139.79/month, effective upon approval (9-1100-412-00-025-001-0-780);

9. Requesting authority to enter into a 12-month copier service agreement for a royal copystar ri-5230 with Digital Office Systems for the (WIC) Women, Infant & Children Department through requisition #158300 in the amount of $108.00/year, effective: 7/7/09 - 7/6/10 (9-1292-441-00-350-001-9-432).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Various

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

BUDGETARY IMPACT:

A. Approval to use co-op vendor does not require funding at this time, funding is identified once purchases are made by user department(s) and a requisition is generated.
B. Approval to use co-op vendor does not require funding at this time, funding is identified once purchases are made by user department(s) and a requisition is generated.
C. 398th DC-Funds available for req #158198 as of 7-9-09 for Copy Data Valleywide
D. B & G-Funds for req #158460 are pending line item transfer, AI #16437 as of 7-9-09 for Xerox Corp.
E. 206th DC-Funds available for req #157472 as of 7-9-09 for Ikon Office Solutions
F. IT Dept- Funds available for req #158451 as of 7-9-09 for Webex Communications, Inc.
G. Emergency Svcs- Funds available for req #158346 as of 7-9-09 for Melissa Data Corp.
H. CCL #5-Funds available for req #157675 as of 7-9-09 for Xerox Corp.
I. WIC Adm-Funds available for req #158300 as of 7-9-09 for Digital Office Systems

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Attachments

Link: COOP's Authority to Utilize
Link: CopyData Agreement
Link: New Copier Lease Agreement B&G
Link: 206 DC Ikon copier purchase/maintenance
Link: IT Weber Software Renewal
Link: Melissa Data Std. Mailers +4 Software Agreement
Link: New Copier Lease Agreement CCL 5
Link: WIC Digital Office Copier Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 11:14 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 01:43 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/09/2009 04:07 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Matilde Faz
Started On: 07/06/2009 11:26 AM

Final Approval Date: 07/10/2009

Search TXMAS Contracts: Search

Consent #16354 7/14/09

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

CORPORATE EXPRESS
Contract TXMAS-3-711090-49

Dealer for:

THE HON COMPANY

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA

Send PO to:
CORPORATE EXPRESS
3411 LEOPARD STREET
CORPUS CHRISTI TX 78408

USA
Vendor ID: 18412487169

Invoice From:
CORPORATE EXPRESS
6400 HOLLISTER
HOUSTON TX 78040
USA
Vendor ID:

Delivery:	60 DAYS ARO OR SOONER
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	CORPORATE EXPRESS P O BOX 95708 CHICAGO IL 60694-5708 USA Vendor ID:
Vendor ID:	18412487169
Business Type:	Small
DUNS #:	178062048
Effective:	2/26/2003
Expires:	9/10/2009

CONTACT: PAM OLIVER
Phone 713-934-6435
PAM.OLIVER@STAPLES.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 2/26/2003 through 9/10/2009 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most

7/6/09 Marcella Buck for Hon Co. 7/13/09

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

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Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

CORPORATE EXPRESS
Contract TXMAS-3-711090-22

Dealer for:

THE HON COMPANY

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761
USA

Send PO to:
CORPORATE EXPRESS
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID: 17419269216

Invoice From:
CORPORATE EXPRESS
6400 HOLLISTER
HOUSTON TX 77040
USA
Vendor ID:

Delivery:	60 DAYS ARO OR SOONER
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	CORPORATE EXPRESS 6400 HOLLISTER HOUSTON TX 77040 USA Vendor ID:
Vendor ID:	17419269216
Business Type:	Small
DUNS #:	809562309
Effective:	2/26/2003
Expires:	9/10/2009

CONTACT: JAMIE MORITZ
Phone 713-934-6387
jamie.moritz@cexp.com

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 2/26/2003 through 9/10/2009 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most

Consent #16354 7/14/09

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

ALLSTEEL INC.
Contract TXMAS-9-71I030

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
ALLSTEEL, INC.
2210 SECOND AVE.
MUSCATINE IA 52761
USA

Send PO to:
ALLSTEEL INC.
2210 SECOND AVENUE
MUSCATINE IA 52761
USA
Vendor ID: 13607170795

Invoice From:
ALLSTEEL INC.
2210 SECOND AVENUE
MUSCATINE IA 52761
USA
Vendor ID:

Delivery:	60 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	ALLSTEEL INC. 1335 COLLECTIONS CENTER DRIVE CHICAGO IL 60693 USA Vendor ID:
Vendor ID:	13607170795
Business Type:	Large
DUNS #:	120316711
Effective:	10/31/2008
Expires:	9/30/2013

CONTACT: SHERRY KELLY
Phone 563-272-3833
KELLYSL@ALLSTEELOFFICE.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info
CORPORATE EXPRESS, A	CHICAGO	IL	TXMAS-9-	No	PAM OLIVER 713-934-6435

STAPLES CO.			71I030-1		PAM.OLIVER@STAPLES.COM
~~JONES & COOK STATIONERS~~	~~MCALLEN~~	~~TX~~	~~TXMAS-9-71I030-2~~	~~No~~	~~JOHN OKIE 361-225-0772 OKIE@JONESCOOK.COM~~
FURNITURE FOR BUSINESS	AUSTIN	TX	TXMAS-9-71I030-3	Yes Gender=F, Ethnicity=WO	BRAD WELLS 512-833-9000 x303 BRAD@FURNITUREFORBUSINESS.COM
PERRY OFFICE PLUS	TEMPLE	TX	TXMAS-9-71I030-4	Yes Gender=F, Ethnicity=WO	LEA SHAWSTAD 254-778-4755 LEA.SHAWSTAD@PERRYOP.COM
WILSON PROJECT MANAGEMENT LLC	SOUTHLAKE	TX	TXMAS-9-71I030-5	Yes Gender=F, Ethnicity=WO	BROOKE BLOMSTROM 817-771-9306 BLOMSTROMBR@WILSONOI.COM
WILTON'S OFFICEWORKS, LTD	BRYAN	TX	TXMAS-9-71I030-6	Yes Gender=F, Ethnicity=WO	STAN WILTON 979-268-0062 SWILTON@WILTONS.COM
AUSTIN BUSINESS FURNITURE	AUSTIN	TX	TXMAS-9-71I030-7	No	JAY FEMAL 512-832-6400 x22 JFEMAL@ABFURN.COM
JONES & COOK STATIONERS	SAN ANOTNIO	TX	TXMAS-9-71I030-11	No	CINDY POZOS 210-650-3995 CINDYP@JONESCOOK.COM
COASTAL OFFICE PRODUCTS, INC.	VICTORIA	TX	TXMAS-9-71I030-12	Yes Gender=F, Ethnicity=WO	CAROLL EDWARDS 361-578-5392 COPI@COASTALTX.COM
PLANO OFFICE SUPPLY	PLANO	TX	TXMAS-9-71I030-13	No	RICHARD RUSCHHAUPT 972-424-8561 RICHARDR@PLANOOFFICESUPPLY.COM
BUSINESS INTERIORS - EL PASO	EL PASO	TX	TXMAS-9-71I030-14	No	ED HOWELL 915-591-9393 x102 ED.HOWELL@BUSINESSINTERIORS-EP.COM
VINCENT GRAPHICS & SUPPLY, INC.	TYLER	TX	TXMAS-9-71I030-15	No	HARVEY VINCENT 903-882-3123 HARVEY@VGS-EXPRESS.COM
WILSON OFFICE INTERIORS LLC	DALLAS	TX	TXMAS-9-71I030-16	No	ROBERT BLOMSTROM 972-488-4135 BLOMSTROMB@WILSONOI.COM
~~DC INTERIORS~~	~~SAN ANTONIO~~	~~TX~~	TXMAS-9-71I030-17	~~Yes Gender=F,~~ Ethnicity=HI	~~DARLENE CASIAS 210-496-9922~~ DARLENE@DCIOFFICE.COM
CONTRACT			TXMAS-		TERRY YOUNG

RESOURCE GROUP	DALLAS	TX	9-71I030-18	No	713-803-0105 YOUNGT@CRGOFFICE.COM
CORPORATE EXPRESS, A STAPLES CO; CEBI	CHICAGO	IL	TXMAS-9-71I030-19	No	JOHN SHERMAN 817-530-5469 JOHN.SHERMAN@CEXP.COM
TOTAL OFFICE SOLUTIONS	WACO	TX	TXMAS-9-71I030-21	Yes Gender=F, Ethnicity=WO	BOBBY STERLING 254-235-8200 TOTAL_OFFICE@GRANDECOM.NET
JONES & COOK STATIONERS	MCALLEN	TX	TXMAS-9-71I030-22	No	FOSS JONES 956-686-6578 FJONES@JONESCOOK.COM
CORPORATE EXPRESS, A STAPLES COMPANY	CHICAGO	IL	TXMAS-9-71I030-23	No	JAMIE MORITZ 713-934-6387 JAMIE.MORITZ@CEXP.COM
CORPORATE EXPRESS A STAPLES COMPANY	CHICAGO	IL	TXMAS-9-71I030-24	No	JAMIE MORITZ 713-934-6387 JAMIE.MORITZ@CEXP.COM
PIONEER CONTRACT SERVICES, INC.	HOUSTON	TX	TXMAS-9-71I030-25	No	FRANK FORT 713-464-8200 FRANKF@PIONEERCONTRACT.COM
CORPORATE EXPRESS, A STAPLES CO; CEBI	CHICAGO	IL	TXMAS-9-71I030-26	No	KAREN DENSON 214-217-6031 KAREN.DENSON@CEXP.COM
CORPORATE EXPRESS, A STAPLES CO.	CHICAGO	IL	TXMAS-9-71I030-27	No	JAMIE MORITZ 713-934-6387 JAMIE.MORITZ@CEXP.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 10/31/2008 through 9/30/2013 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-28F-0001V.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100
Maximum Order: SINS 711-18 & 711-19: $200,000; ALL OTHER SINS: $500,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us

Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Consent #16354 7/14/09

U.S. COMMUNITIES Contracts

Close ☒

ELECTRICAL PRODUCTS CONTRACT

Solicited by County of Los Angeles, California

Contract Term: 3 years, Feb. 01, 2008 to Jan. 31, 2011

Extension: Ability to extend up to an additional 24 months

GraybaR
works to your advantage

Supplier Contact

Contact Information

www.graybar.com
Tel. No. (877) 765-8326
Fax. No. (314) 573-0704
uscommunities@gbe.com

You must be a registered participant to utilize the U.S. Communities contract. If not, please click here to Register to Participate.

How to Order

Recovery Toolbox

ecommerce ENABLED

Contract Documents

- Master Agreement No. 43272
- Letter or Intent to Award New Electrical Product Contract

RFP Documents

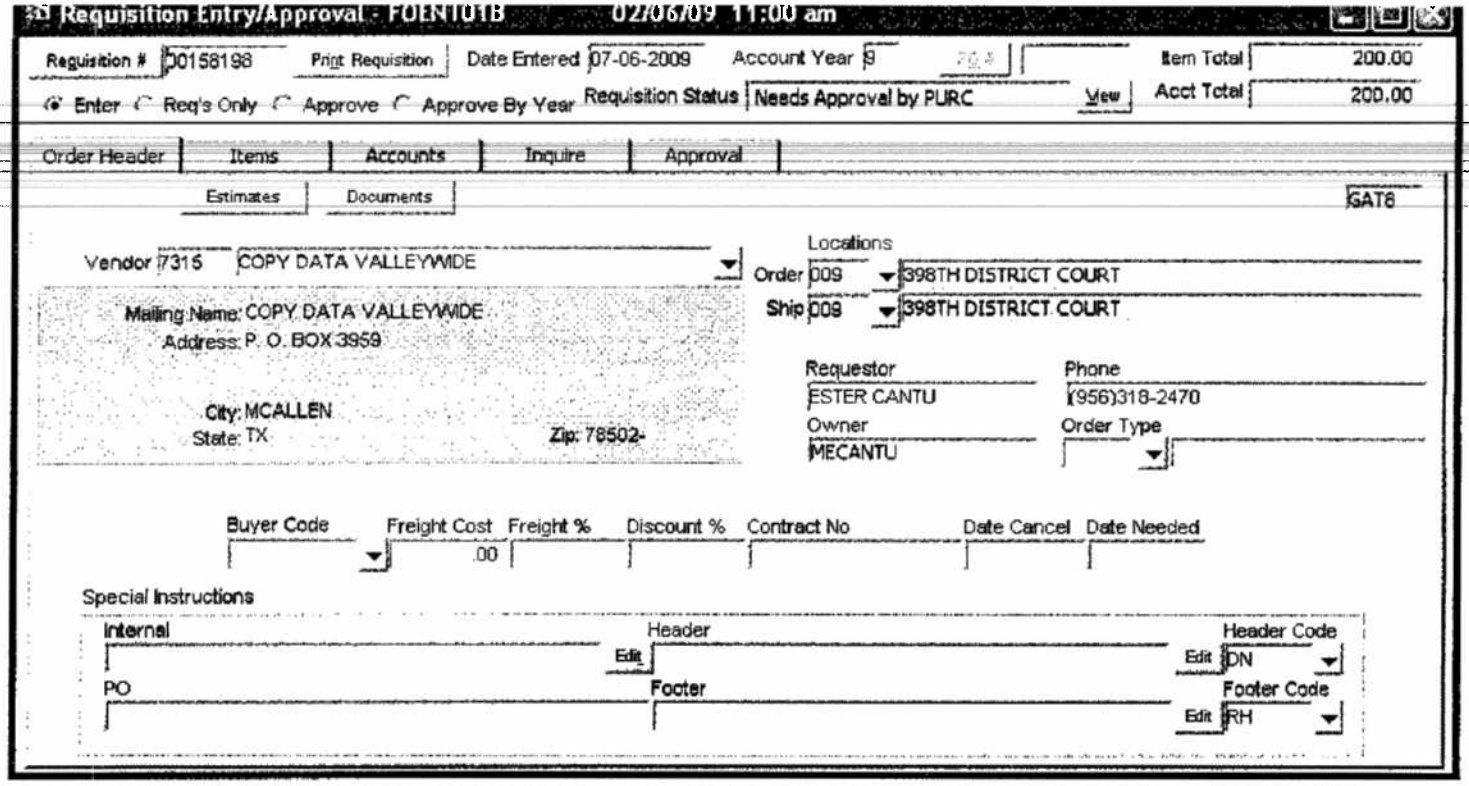
- Request For Proposal
- RFP 229796 Attachment
- RFP 229796 Posting Document

RFP Posting Summary

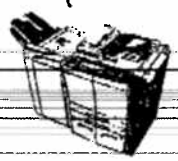
No. of suppliers participated in the solicitation process: 33 invited; 20 responded; posted in the Internet

- U.S. Communities: Upcoming Contract
  Date Posted: June 20, 2007 to Aug 20, 2007
- LA County Open Bids and Solicitations System
  Date Posted: June 20, 2007 to Aug 20, 2007
- Association of Oregon Counties
  Date Posted: June 20, 2007 to Aug 20, 2007
- Canadian MERX Public Tenders
  Date Posted: June 20, 2007 to Aug 20, 2007

U.S. Communities | 2033 North Main St., Suite 700, Walnut Creek, CA 94596 | (866) 472-7467 | info@uscommunities.org


Requisition Entry/Approval - FOENT01B 02/06/09 11:00 am
Requisition # 00158198
Print Requisition
Date Entered 07-06-2009
Account Year 9
Item Total 200.00
Enter Req's Only Approve Approve By Year
Requisition Status Needs Approval by PURC
View
Acct Total 200.00
Order Header
Items
Accounts
Inquire
Approval
Estimates
Documents
GAT6
Vendor 7315 COPY DATA VALLEYWIDE
Mailing Name: COPY DATA VALLEYWIDE
Address: P. O. BOX 3959
City: MCALLEN
State: TX
Zip: 78502-
Locations
Order 009 398TH DISTRICT COURT
Ship 009 398TH DISTRICT COURT
Requestor
ESTER CANTU
Phone
(956)318-2470
Owner
MECANTU
Order Type
Buyer Code
Freight Cost
.00
Freight %
Discount %
Contract No
Date Cancel
Date Needed
Special Instructions
Internal
Edit
Header
Edit
Header Code
DN
PO
Footer
Edit
Footer Code
RH

COPY DATA VALLEYWIDE



6500 N. 10th Ste. D
McAllen, TX 78504

Ph. (956) 686-2181
Fax (956) 686-3986

Copier Sales • Service • Supplies • Leasing • Rentals

Facsimile Maintenance Agreement

This contract is effective from 6-17-09 to 6-17-10.

Model: Mita KM-F650 Fax
Serial #: xxxxxxxxxx
Location:

Amount: $200.00
Tax: EXEMPT
Total: $200.00

Copy Data Provides

1. Emergency service calls at no additional charge.
2. Factory trained technicians to give quality service.
3. All parts, *excluding* Toner, are replaced at no charge.
4. Reduced down time, which means more profit.
5. Loaners provided to insure fax equipment operable with least amount of down time.
6. Quick, effective service to keep your machine in operation.

Conditions of Agreement

1. All supplies used in service contract machines *must be purchased from Copy Data Valleywide.*
2. Service contract is in force when payment is *received* by Copy Data Valleywide. Any service performed before receipt of payment will be billed at regular per call rates.
3. All consumables are excluded from coverage.
4. If Copy Data Valleywide loans a customer a machine, all supplies will be billed to customer at normal company rates.

No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and Copy Data Valleywide. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No one is authorized to change, alter, or amend the terms of conditions of this agreement unless agreed to in writing by an officer of Copy Data Valleywide.

Copy Data Representative Signature

Vanessa Toney Smith
Printed Signature Name

Hidalgo County 398th District Court
Business Name

Authorized Customer Signature

Printed Signature Name

100 N. Closner
Customer Address

Edinburg TX 78539
City State Zip

Provisions of the Facsimile Maintenance Agreement

General Scope
This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessitated by normal use of the machine. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or any other cause external to the machine, are not covered. *The use of unauthorized parts, components, modification, or personnel to effect repairs or chances will cause this agreement to be null and void.*

Service Calls
Execution of an agreement service call will be made during normal hours at the installation address specified on the reverse side.

Extent of Labor Services
Labor service afforded during and agreement service call includes lubrication of the unit and adjustment, repair or replacement of functional parts or elements described in the following paragraph.

Parts Repair and Replacement
Replacement or repair of functional parts are furnished without additional charge during agreement service calls.

Term
This contract will remain in force for twelve months and will automatically be renewed from year to year unless written cancellation notice is received by either party thirty days prior to the end of the current term or unless account becomes delinquent.

Copy Data Valleywide facsimiles are designed to give excellent performance with Copy Data products. If Maintenance Agreement customers use other than Copy Data Valleywide supplies, and if such supplies are defective or not adaptable of ruse on Copy Data machines, causing abnormally frequent service problems, then, at Copy Data Valleywide's option, the Maintenance Agreement may be terminated, and the unused portion of Maintenance Agreement payments be refunded. In that case, the customer will be offered continuing service at published hourly rates. Parts and labor prices are subject to change without notice. It is not a condition, however, of this agreement, that the customer use only Copy Data authorized paper and/or supplies.

Wherever the term Copy Data Valleywide is used, it shall be deemed to be the signatory hereto, which is either Copy Data Valleywide, or its authorized dealer in the context indicated.

This contract shall be governed by and construed according to the laws of the State of Texas and constitutes the entire agreement between parties.

This contract may not be varied except in writing signed by and officer of Copy Data Valleywide.

COPY DATA VALLEYWIDE

Invoice

6500 N. 10TH ST. STE D
PO BOX 3959
MCALLEN, 78502

DATE	INVOICE #
6/30/2009	20194

BILL TO
HID CO 398TH DISTRICT COURT 100 N CLOSNER EDINBURG TX 78539

SHIP TO
HID CO 398TH DISTRICT COURT 100 N CLOSNER EDINBURG TX 78539

P.O. NUMBER	TERMS	REP	SHIP	VIA	TICKET NO	PROJECT
	NET 10 DAYS		6/30/2009			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MAINTENANCE	MAINTENANCE CONTRACT MITA KM-F650 FAX EFFECTIVE DATES 6-17-09 TO 6-17-10. INCLUDES ALL PARTS, LABOR, EMERGENCY CALLS AND PREVENTIVE MAINTENANCE CALLS REQUIRED. DOES NOT INCLUDE TONER OR PAPER.	200.00	200.00

INVOICE RECEIVED BY: _____ ON _____

GOODS/SERVICES RECEIVED BY: _____

FOR BILLING QUESTIONS,
CALL: 956-686-2181

Total $200.00

Requisition

Req # 00158460

PO #

Date: 07/09/09

Consent #16354 7/14/09

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: **ALMA**
956-289-7851

Contract No:

Special Instructions:
REQ 857

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT 072391200 DO NOT DUPLICATE ORDER		
7.00	MONTH	MONTHLY LEASE RATE ON A XEROX WC7328P COPIER (LEASE TERM 48MONTHS)	326.45	2,285.15
		Account No	Encumbrance	
		780/ LIT		
			Freight	.00
			Total	2,285.15
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By:

Consent 7/14/09 AP: # 16354 maty

Req # 158460

Lease Pricing PROPOSAL

xerox

Presented to HIDALGO COUNTY BUILDINGS & GROUNDS

By Damaris Morales

On 6/4/2009

CASH PURCHASE $17,771.52 6360DN $1,500.00
FIXED PRICE PURCHASE $ 410.00 INCLUDES MAINTENANCE AND SUPPLIES FOR 3,000 COPIES A MONTH
Negotiated Contract: 072391200

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC7328P (WC7328 PRINTER)	- 3-tray Module - Office Finisher - Customer Ed - Analyst Services Bonus Item - 3200MFPN	Lease Term: 48 months Purchase Option: FMV	- Xerox WC5030 S/N FLA010803 Trade-In as of Payment 25 - Canon Imagerunner C6800 Return to Vendor (CRP)	6/4/2009

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. WC7328P	$326.45	1: Total B&W	1 - 3,000	Included	- Consumable Supplies Included for all prints
			3,001+	$0.0090	
		2: Total Color	All Prints	$0.0896	
Total	$326.45	Minimum Payments (Excluding Applicable Taxes)			

OK

780 Capital Lease

911004194022000100 780

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY BUILDINGS & GROUNDS. 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 7/4/2009.

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

XEROX TOTAL SATISFACTION GUARANTEE

Confidential - Copyright © 2008 XEROX CORPORATION. All rights reserved.

Capital Lease Versus Operating Lease Test

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

					1	2	3a	3b	4a	4b	
Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Payment Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
sample		11/23/2007	WC 7132 Copier-Printer		N	N	39	60	$6,495	$5,279	Capital Lease
Human S	TCPN	1/13/2009	WC 5645 PRINTER	$467.68	N	N	39	60	18,240	18,247	Capital Lease
DA/Adm.	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Misdea	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Civil	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Hot Ck	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. 1	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. Intk	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Appeals	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
Fire Marsha	TCPN	3/9/2009	WC7328 PRINTER	$256.16	N	N	48	60	12,296	12,100	Capital Lease
ROW	TCPN	3/24/2009	W7655P COPIER/PRINTER	$775.31	N	N	48	60	37,215	37,241	Capital Lease
Aux. Crt.	TCPN	5/26/2009	WC4260S PRINTER	$195.15	N	N	39	60	7,611	8,726	Operating Lease
Pct. 2 Adm.	TCPN	5/26/2009	W5030PH PRINTER	$198.20	N	N	39	60	7,730	16,170	Operating Lease
Pct. 2 CRC	TCPN	5/26/2009	W5222 COPIER	$139.49	N	N	39	60	5,440	16,170	Operating Lease
Cont. Pct 4	TASB	6/22/2009	E Studio 283 COPIER	$156.64	N	N	36	60	5,639	3,676	Capital Lease
JP 3 PL 1	TCPN	6/30/2009	WC7345 COLOR C/P	$379.10	N	N	39	60	14,785	19,785	Operating Lease
Ct. Law 5	TCPN	7/7/2009	WC4150 COPIER	$139.79	N	N	39	60	5,452	5,532	Capital Lease
Bldg & Gro	TCPN	7/14/2009	WC7328 PRINTER	$326.45	N	N	48	60	15,670	17,772	Capital Lease

Instructions:

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 fileds (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-16437 **3.0.**

TRANSFER/CREATE NEW OBJECT CODE

CC CONSENT

Date: 07/21/2009
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Submitted For: Alma Ybarra
Department: GEN. GOVT. BLDGS.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
BACKGROUND

Fiscal Impact

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Alma Ybarra	07/09/2009 10:11 AM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			

Form Started By: Alma Ybarra Started On: 07/09/2009 10:11 AM

Req #158460

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: July 9, 2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: BUILDINGS & GROUNDS

ACCOUNT NUMBER: 9-1100-419-40-220-001-0-

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
442	RENTAL EQUIP	780	CAPITAL LEASE	2,000.00
			TOTAL	$2,000.00

REASON: NEED FUNDS TO LEASE A NEW XEROX COPIER FOR B&G OFFICE AND CREATE OBJECT CODE 780 (Having too many problems with old copier)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

Requisition

Req # 00157472

PO #

Date: 06/22/09

Consent #16083 16354 6/30/09 7/14/09

Bill To: x
x

Vendor : 243353
IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Ship To: 206TH DISTRICT COURT
100 N CLOSNER, 2ND FL
EDINBURG TX 78539

Contact: **Delma Silva**
956-318-2265

Contract No:

Special Instructions:
27

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Purchase of a Ricoh MP C2050 Copy Machine with Print, Scan, and Fax	3,800.00	3,800.00
1.00	YEAR	Master Maintenance and Sale Agreement $27.50 X 12 months; B&W Minimum of 2,500; Overages B&W $0.11; Color copies wil be $.072 per page	330.00	330.00
		Account No	Encumbrance	
		9-1100-412-00-004-001-0-432	330.00	
		9-1100-412-00-004-001-0-743	3,800.00	
		#49589	Freight	.00
			Total	4,130.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

IKON Document Efficiency At Work.

SALES ORDER / SERVICE ORDER

Master Sale Agreement Date

Master Maintenance Agreement Date

Master Maintenance and Sale Agreement Date

CUSTOMER INFORMATION

Legal Name	Hidalgo, County of			Contact	Delma Silva		
Bill To Address	100 N. Closner 2nd Floor			Install Address	100 N. Closner 2nd Floor		
City	Edinburg	State	TX Zip 78539	City	Edinburg	State	TX Zip 78539

This is an Order made pursuant and subject to the terms and conditions of the above referenced Master Agreement(s) between Customer and IKON Office Solutions, Inc. The signature below indicates that the Customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms and conditions set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by an Authorized Manager of IKON Office Solutions, Inc.

PRODUCT DESCRIPTION

Make / Model / Serial Number	Service Level
Ricoh MP C2050	Gold

Check all that apply

- ☐ Additional Product Description page(s) attached
- ☒ Professional Services fees included
- ☒ Fixed Service Charge
- ☒ Sales Tax Exempt (*Must attach valid Exemption Certificate)

EQUIPMENT CHARGES

Total Product Purchase Price
$3,800
Excludes Tax

SERVICE CHARGES

For Gold, Silver and Bronze

Total Service Charges *Per Billing Frequency*	Minimum Term	Guaranteed Minimum Volume *Per Billing Frequency*		Cost of Additional Images		
$330.00	12 months	B&W	2,500	B&W	$0.011	Quarterly
Billing Frequency	Yearly	Color	0	Color	$0.072	

Additional Provisions

CUSTOMER

Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.

Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON Document Efficiency At Work.

MASTER MAINTENANCE AND SALE AGREEMENT

CUSTOMER INFORMATION

Legal Name	Hidalgo, County of				
Bill To Address	100 N. Closner, 2nd Floor				
City	Edinburg	State	TX	Zip Code	78539

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell the specific products identified on a Sales Order (defined below) entered into hereunder ("Products") and/or provide maintenance services for the specific items of equipment identified on a Service Order (defined below) entered into hereunder ("Services") to Customer from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Sales Order or Service Order placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services**. (a) In order to obtain Services from IKON hereunder, Customer will either (i) execute a Service Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Service Order"). Each Service Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order. IKON will not be responsible to provide services for equipment, for terms or locations not identified on the Service Order accepted by IKON.

(b) As part of its Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.

(c) The Services provided by IKON under a Service Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service performed by persons other than IKON representatives; (iii) service calls or work which the Customer requests to be performed outside of regular IKON business hours (unless covered under an extended hour service contract) and Service calls or work which the Customer requests to be performed on IKON holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) repairs and/or service calls resulting from attachments not purchased from IKON; (vii) any software, system support or related connectivity unless specified in writing by IKON; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by IKON. Damage to serviced equipment or parts arising from causes beyond the control of IKON are not covered by this Agreement or any Service Order. IKON may terminate its Service obligations under this Agreement and/or any Service Order with respect to any item of serviced equipment that has been modified, damaged, altered or serviced by personnel other than those employed by IKON. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. **Service Calls**. Service calls will be made during normal business hours at the installation address shown on the applicable Service Order. Service does not include coverage on IKON holidays. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that IKON agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold IKON and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom.

3. **Reconditioning**. Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If IKON determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the serviced equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order).

4. **Term**. Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

16. **Ricoh Desktop Printer Warranty**. Any Services under this Agreement for Ricoh Desktop Printers (which may, in some circumstances, be identified by the designation "[DS]" on the Service Order) are provided exclusively under the terms of the One (1) Year Manufacturer's Warranty provided with such Ricoh Desktop Printers and are subject to the terms and conditions set forth therein.

17. **Payment; Risk of Loss; Taxes**. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay IKON a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay IKON all costs and expenses of collection, or in the enforcement of IKON's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by IKON to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of IKON.

18. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of IKON. Any such attempted assignment or delegation shall be void. IKON shall not be liable for failure to deliver or delays in delivery or Products or Services occasioned by causes beyond IKON's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of IKON's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations or other causes beyond IKON's control.

19. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of IKON. All Sales Orders and Service Orders shall be governed solely by the terms and conditions of this Agreement, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM IKON, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. IKON may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Sales Orders or Service Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this agreement should be sent to: IKON Office Solutions, Inc., 3920 Arkwright Road Macon, GA 31210. Attention: IKON Quality Assurance Department

CUSTOMER	
Authorized Signature	
Signature Printed Name	
Title	
Date	

IKON OFFICE SOLUTIONS, INC.	
Authorized Signature	
Signature Printed Name	
Title	
Date	

11. Insurance. At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following insurance coverages: (a) Each party shall maintain Workers' Compensation Insurance for all such party's employees, including coverage under the applicable State and Federal Laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Each party shall maintain Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (I)$1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Each party shall maintain General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: $1,000,000 per occurrence for bodily injury and property damage and (ii) $2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.

The following terms shall apply to all Product sale transactions:

12. **Order, Delivery and Acceptance**. In order to purchase Products from IKON hereunder, Customer will either (i) execute a Sales Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "**Sales Order**"). Each Sales Order must identify the Products, the Product delivery location and the applicable Product charges for such order. IKON will not be obligated to sell or deliver Products for which such information is not provided in a Sales Order accepted by IKON. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by IKON. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON. IKON reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

13. **Returns; Damaged Products**. No Products may be returned without IKON's prior written consent. Only consumable goods invoiced within sixty days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of the Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to the Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within five days after receipt of Products.

The following terms shall apply to the IKON PlusPak Program:

14. **IKON PlusPak Program**. For eligible equipment (as determined by IKON from time to time), Customer may elect to obtain Services by participating in the IKON PlusPak Program. To participate, Customer must purchase an IKON PlusPak for the desired item of equipment by executing either a Sales Order or a Service Order indicating a PlusPak purchase and the specific item of eligible equipment for which coverage is desired. Participation in the PlusPak Program shall commence following payment for the PlusPak and entitles Customer to receive (a) one (1) toner cartridge for the item of equipment covered by the PlusPak, and (b) Services for such item of equipment until PlusPak coverage terminates. Participation in the PlusPak program is voluntary and Customer may terminate PlusPak coverage at any time upon thirty (30) days prior written notice to IKON. PlusPak coverage shall terminate automatically upon the first to occur of (x) consumption of the PlusPak toner cartridge, (y) purchase by Customer of a non-PlusPak toner cartridge, or (z) three (3) years from the date of PlusPak purchase. By participating in the PlusPak Program, Customer acknowledges and agrees that IKON shall have no obligation to provide Service or refund PlusPak payments following termination of PlusPak coverage for any reason. In order to obtain Service following termination of coverage, Customer may purchase additional PlusPaks, or purchase Services on a time-and-materials basis at IKON's then-prevailing rates and in accordance with the terms and conditions of this Agreement. PlusPak purchase prices are non-refundable and are due and payable following delivery of PlusPak consumables. All of the terms and conditions of this Agreement shall apply to PlusPak transactions, excluding those set forth in Sections 4, 5b, 7b and 10b. In the event of a conflict between the terms and conditions of this Section and those set forth in any other Section of this Agreement, the terms and conditions of this Section shall control.

The following terms shall apply to all transactions:

15. **Warranty**. IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, in connection with any Product sale, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER ANY SALES ORDER OR SERVICE ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO IKON THEREUNDER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). IKON has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

5. **Service Charges**. (a) Service charges ("Service Charges"), will be set forth on the Service Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Service Order may result in an increase of Service Charges or the termination of the applicable Service Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Agreement and/or any Service Order, excluding taxes on the income of IKON. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent IKON pays such costs. Customer shall immediately reimburse IKON.

(b) Service Charges are based on standard 8.5x11 images. IKON reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of any Service Order exceeds 12 months, the Periodic Service Charges and the Cost of Additional Images may be increased by IKON up to 10% annually for each year beyond the initial 12-month period, and Customer expressly consents to such adjustment without additional notice.

6. **Default**. If Customer does not pay all Service Charges or other charges owing under this Agreement or any Service Order promptly when due, IKON may (i) refuse to further service the serviced equipment until such default is fully cured, or (ii) furnish Service on a C.O.D. "Per Call" basis at IKON's then-prevailing rates, at the time of Service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of any Service Order or any renewal thereof. If Customer defaults in its obligations hereunder, IKON may, in addition to any other remedies available at law or equity, require Customer to immediately pay to IKON all past due payments under all Service Orders, and the early termination fee described in Section 10 below.

7. **Use Of Recommended Supplies; Meter Readings**. (a) If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate the applicable Service Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then-prevailing rates. It is not a condition of this Agreement that the Customer use only IKON-provided supplies.

(b) If IKON determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by IKON, Customer will pay reasonable charges for those excess supplies and/or IKON may refuse additional supply shipments. Customer agrees to provide IKON true and accurate meter readings monthly and in any reasonable manner requested by IKON, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, IKON reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that IKON may place automatic meter reading units on imaging devices at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

8. **Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on a Service Order and accepted by IKON, IKON shall provide any such services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform such services. Customer acknowledges that IKON's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Service Order, as applicable. Unless connectivity services are specifically identified in the Service Order as part of the services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

9. **Customer Obligations**. Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Unless otherwise agreed upon by IKON in writing or designated in the applicable Service Order, all supplies for use with the serviced equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

10. **Early Termination**. Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not then in default and provides IKON at least thirty (30) days prior written notice.For each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.

Copiers
Black & White
Color
Printers
Fax Machines
Multi-Functional
Production
Workflow Management
Pre-Owned and Certified Products
Digital Duplicators
Supplies

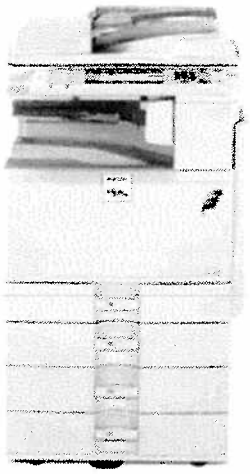
Equipment Finder:

Find Equipment

› Advanced Options

Copiers: Color: Ricoh Aficio MP C2050

Everything You Need in a Single System



- Output black-and-white and color speeds of up to 20ppm
- This MFP holds 600 sheets in the standard configuration and up to 1,600 sheets with optional paper supplies
- Standard 50-sheet automatic reversing document feeder that enables batch scanning and copying of large documents
- Generate bold, high-quality color documents with resolutions up to 1200 x 1200 dpi
- 8.5" full-color W-VGA control panel with enlargeable font sizes, concave hard keys, adjustable brightness and a simplified display
- Process large color files and other complex print jobs in record time with a powerful 600 MHz controller, 768 MB RAM and a standard 60 GB Hard Disk Drive.
- Protect confidential data. Use the DataOverwriteSecurity System (DOSS) option to automatically overwrite hard drive data after each copy, scan, fax and print job. Or use optional HDD encryption to protect data even if the hard drive is removed or stolen.

› Features & Benefits
› Application & Environment
› Detailed Specs

How to buy | Get more info

Overview

The fast and flexible Ricoh Aficio MP C2050 completely redefines what you can expect from a cost-effective, full-color multifunctional system. This fully-featured MFP produces up to 20 pages-per-minute respectively in both black & white and full-color. The MP C2050 model can be configured with tools to optimize workflow, from scanning and faxing to finishing and color management. The Ricoh Aficio MP C2050 delivers the capabilities of a world-class MFP with a total cost of ownership that meets the needs of budget-conscious users.

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Application & Environment

The positioning of the Ricoh Aficio MP C2050 is as an entry-level business color solution. When general office documents require color to highlight important data on a spreadsheet or presentation or to show a full-color photograph or illustration surrounded by text or even to print a Web page or PDF file, the Ricoh Aficio MP C2050 is the perfect solution. Designed to satisfy the need for cost-effective color output in general office environments, the MP C2050 Series is best suited for workgroups dominated by Microsoft Office® suite (Word®, Excel®, and PowerPoint®) and light Adobe® Acrobat® printing applications.

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Similar Products

› Ricoh Aficio MP C2550

Features: **Benefits:**

Scan Once/ Print Many	Scan Once/Print Many technology allows the system to scan a document once, and then produce the entire set quantity using the data stored in memory from the initial scan. Output quality remains consistent from the first set to the last, and wear and tear is minimized on originals, the ARDF, and scanning hardware. Users elevate productivity by returning to work immediately with originals in hand while the system completes the job unattended.
Networking and Connectivity	The MP C2050 is configured with a 10BaseT/100BaseTX interface and a standard RJ-45 plug to connect to the network. In addition, the mainframe has an optional USB 2.0 serial interface to connect to a print server.
Seamless Network Integration	The MP C2050 supports all of the major network protocols and operating systems, including TCP/IP, Novell IPX/SPX, EtherTalk/AppleTalk and SMB/NetBEUI. For customers that run more than one protocol, the MP C2050 features automatic sensing, switching from one protocol to another.
Automatic Paper Selection	Takes the guesswork out of walk-up copying and eliminates waste and image cut-off by selecting the proper size copy paper as a function of the size of the scanned original and the selected reproduction ratio

⊞ more...

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Specifications:

Letter Speed	Up to 20ppm black-and-white and color
First Copy Out	6.5 sec. black-and-white, 9.5 sec. color
Max. Paper Capacity	1,600 sheets
Max. Paper Size	12" x 18"
Resolution	1,200 x 1,200 dpi
Document Feeding	Standard 50-Sheet ARDF
Faxing Capabilities	Optional G3 Fax Board

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1-888-ASK-IKON

This site is best viewed using Internet Explorer 6.0

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP5000							
Aficio MP 5000B (1) (4)	MP5000B	11,050	5,198	216	154	137	105
Aficio MP 5000SP (2) (4)	MP5000SP	12,780	6,575	278	198	176	135
Accessories							
FAC33 Cabinet (4)	413762	195	99	4	3	3	2
Paper Feed Unit PB3040 (2 x 550 Sheets) (4) (26)	414132	1,495	647	27	19	17	13
LCIT PB3050 (2,000 Sheets) (4) (26)	414134	1,495	827	35	25	22	17
LCIT RT3000 (1,200 Sheets) (26)	414137	1,495	718	30	22	19	15
Bridge Unit BU 3030 (5)	414175	230	108	5	3	3	2
1 Bin Tray BN3040 (6)	414177	400	221	9	7	6	5
2000 Sheet Booklet Finisher SR3020 (5) (8) (27)	413323	3,906	2,195	93	66	59	45
1,000 Sheet Finisher SR790 (5) (27)	412730	1,410	706	30	21	19	14
3000 Sheet Finisher SR3030 (5) (8) (27)	413325	2,723	1,531	65	46	41	31
Punch Unit Type 3260 (8)	412209	875	397	17	12	11	8
Hard Disk Drive Option Type 5000 (40GB) (22)	413889	485	184	8	6	5	4
HDD Encryption Unit Type A (7)	414021	370	197	8	6	5	4
Optional Counter Interface Unit Type A	413012	60	31	1	1	1	1
Fax Option Type 5000 (10)	414382	1,095	515	22	16	14	11
G3 Interface Unit Type 5000 (9) (23)	413891	650	339	14	10	9	7
Handset Type 1018 (23)	410781	65	39	2	1	1	1
32MB Memory Unit Type B (11) (23)	001342MIU	185	90	4	3	2	2
RPCS Printer Unit Type 5000 (Ricoh) (12) (24) (25)	003262MIU	455	159	7	5	4	3
Printer Enhance Option Type 5000 (14) (25)	413948	545	370	16	11	10	8
Scanner Enhance Option Type 5000 (15) (25)	413951	346	175	7	5	5	4
Printer/Scanner Unit Type 5000 (Ricoh) (13) (24) (25)	003263MIU	1,255	593	25	18	16	12
PostScript3 Unit Type 5000 (16) (21)	413954	875	423	18	13	11	9
IEEE802.11a/b/g Wireless Type J (18), (21)	414008	540	288	12	9	8	6
Gigabit Ethernet Board Type A (18), (21)	402547	325	209	9	6	6	4
IEEE1284 Interface Board Type A (18), (21)	411699	99	52	2	2	1	1
Bluetooth Interface Unit Type 3245 (18), (21)	412866	360	224	9	7	6	5
File Format Converter Type E (18) (19) (21)	414007	575	306	13	9	8	6
Copy Data Security Unit Type F (20)	413985	675	365	15	11	10	7
Java VM Card Type F	414004	140	73	3	2	2	1
Key Counter Bracket Type H	412552	95	51	2	2	1	1
Data Overwrite Security Unit Type I (17)	413955	400	200	8	6	5	4
Scanner Accessibility Option Type 4045	413054	1,594	804	34	24	22	16
Digital QC 120/15 Network	D5133NT	170	87	4	3	2	2
Supplies							
Toner MP 4500A (Black) - 4 - 630g. Btls.	884922	342					
Staple Type K for SR790/3020/3030 (5,000 per crtg. (1 crtg/carton))	410801	44					
Staple Type K Refill for SR790/3020/3030 (5,000 per crtg. (3 crtg/carton))	410802	78					
Staple Type Lfor SR3020(Saddle Stitch) (2,000 per Crtg. (1 Crtg/Carton))	411240	32					
Staple Type L Refill for SR3020 (Saddle Stitch) (2,000 per Crtg. (4 Crtg/Carton))	411241	53					
Marker Type 30 (4 - Markers /Box)	334049	31					

Notes

(1) Mainframe includes 2 x 550 Sheet Paper Trays, 256MB RAM, 100-Sheet Bypass Tray, 100-Sheet ARDF, Duplex & Interchange. 40 GB HDD is an option. NO UPGRADE PATH TO COLOR SCANNING.
(2) Mainframe includes 2 x 550 Sheet Paper Trays, 768MB RAM, 100-Sheet ARDF, Duplex, 100-Sheet Bypass, Interchange, 40 GB HDD, Scanner SD Card and Printer SD Card. Color Scanning is a standard feature.
(3) Mainframe includes 2 x 550 Sheet Paper Trays, 768MB RAM, 100-Sheet ARDF, Duplex, 100-Sheet Bypass, Interchange, 40 GB HDD. Scanner SD Card and Printer SD Card, and Fax Board. Color Scanning is a standard feature.
(4) Must install either FAC33 Cabinet (413762) or PB3040 (414132) or PB3050 (414134)
(5) The Bridge Unit BU3030 (414175) is required with the SR3020 Booklet Finisher (413323), SR790 (412730) and SR3030 Finishers (413325).
(6) 125 Sheet Capacity. Provides additional output tray to separate fax/print output from copy.
(7) Encrypts HDD and Non-Volatile RAM data immediately upon storage, which eliminates data disclosure in the event HDD is stolen.
(8) Punch Kit Type 3260 NA 2/3 (412209) requires the installation of either Finisher SR3030 (413325) or Booklet Finisher SR3020 (413323).
(9) Provides an additional fax modem. Two additional G3 lines can be added. Maximum of 3 lines available.
(10) 33.6Kbps, 2 Second Transmission Speed, Standard JBIG. Standard 320 Pages. Requires Scanner/Printer Kit Type 5000 to enable LAN-Faxing, Fax Forward to Email, IP Faxing.
(11) Memory Unit Type B 32MB increases page memory size to 16MB, SAF memory size increases to 28MB (or 2,240 pages), and resolution increases to 400 x 400 dpi.
(12) Adds Refined Print Command Printing to the MP 4000B & MP 5000B models. Kit includes additional 256MB RAM. Hard Disk Drive is required for Locked/Hold/Stored print capabilities.
(13) Adds Printing & B/W Scanning Capabilities to the MP 4000B/MP 5000B models. 40 GB HDD is standard. **NOTE: NO UPGRADE PATH TO COLOR SCANNING.**
(14) Adds PCL Printing. Must install RPCS Printer Unit Type 5000 (003262MIU) prior to adding this option.
(15) Adds B/W Scanning Capabilities. Must install RPCS Printer Unit (003262MIU) AND Printer Enhance Option (413948), prior to adding this option. **NOTE: NO UPGRADE PATH TO COLOR SCANNING AVAILABLE.**
(16) Required for Macintosh and Postscript environments.
(17) Overwrites Copy, Print, Scanner, Document Server, File Format Converter and Paperless Fax.
(18) One out of five options may be installed: IEEE1284 (411699), Bluetooth (412866), IEEE802.11a/b/g (414008), Gigabit Ethernet (402547) or File Format Converter (414007)
(19) Required to convert format and drag to desktop document stored via Copy or Print mode.
(20) Prevents unauthorized copying of confidential documents.
(21) Hard Disk Drive Type 5000 (413889) is required for this feature.
(22) The Hard Disk Drive Type 5000 (413889) is required to enable the following features: Document Server, Background Numbering, User Stamps, Job Presets, Preset Stamps (Additional Languages), Increases Collation to 1,000, Increases Dial Keys to 2,000 & Series Copy.
(23) Requires Fax Option Type 5000 (414382)
(24) The following items cannot be installed together on the same device: RPCS Printer Unit Type 5000 (003262MIU) and Printer Scanner Type 5000 (003263MIU).
(25) Options for MP 4000B/MP 5000B Only.
(26) LCIT RT3000 (414137) requires installation of LCIT PB3050 (414134) or Paper Feed Unit PB3040 (414132). This option cannot be installed with FAC33 Cabinet (413762).
(27) SR790 Finisher (412730), SR3030 Finisher (413325) and SR3020 Booklet Finisher (413323) cannot be installed on the same device.

Aficio MP 6000							
Ricoh Aficio MP 6000	MP6000	17,000	7,500	317	226	180	154
Copier/General Accessories							
MP 7500 Removable Hard Drive	002849MIU	1,500	726	31	22	17	15
MP 7500 Additional Removable Hard Drive	002850MIU	815	411	17	12	10	8
RT43	414517	2,000	1,029	44	31	25	21
SR970 Staple Finisher	413321	3,000	1,232	52	37	30	25
SR4000 Booklet Finisher	413319	5,200	2,750	116	83	66	56
Finisher SR842	413310	5,200	2,803	119	84	67	57
2/3 Hole Punch Unit Type 3260	412209	875	397	17	12	10	8
2/3-Hole Punch Kit Type 1075	411198	875	444	19	13	11	9
Cover Interposer Tray Type 3260	412213	1,100	582	25	18	14	12
Copy Tray Type 2075	412190	145	31	1	1	1	1
8 1/2"x14" Tray Type 1075	411187	810	424	18	13	10	9
Type 1027 Key Counter Bracket	412537	95	62	3	2	1	1
Tab Sheet Holder Type 3260	412203	45	23	1	1	1	0
A3/11"x17" Tray Unit Type 1075	411185	1,450	585	25	18	14	12
Card Rdr Bracket Type 1075	411203	120	62	3	2	1	1
Output Jogger Unit Type 3260	412212	350	186	8	6	4	4
Output Jogger Unit Type 1075	411206	350	184	8	6	4	4
File Format Converter Type C	412823	600	297	13	9	7	6
Copy Connector Kit Type 7500	412809	1,420	745	32	22	18	15
ZF4000 Z-Folding Unit	412805	7,000	4,308	182	130	103	88
USB Host Type A	412867	150	76	3	2	2	2

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
~~Data Overwrite Security Option Type C~~	~~411989~~	~~400~~	~~203~~	~~9~~	~~6~~	~~5~~	~~4~~
Java VM Card Type C	413210	132	67	3	2	2	1
BK5010 Production Booklet Maker	413101	10,500	9,511	402	286	228	195
~~CF5010 Cover Feeder~~	~~413102~~	~~2,500~~	~~2,274~~	~~96~~	~~68~~	~~55~~	~~47~~
~~TR5010 Trimmer Unit~~	~~413103~~	~~7,680~~	~~7,021~~	~~297~~	~~211~~	~~169~~	~~144~~
~~BF5010 Book Fold Unit~~	~~413104~~	~~7,400~~	~~6,652~~	~~281~~	~~200~~	~~160~~	~~136~~
BK5010 Roll Unit	413105	300	271	11	8	7	6
~~GBC Stream Punch III~~	~~414387~~	~~8,995~~	~~5,303~~	~~224~~	~~160~~	~~127~~	~~109~~
GBC Die Set 3 Hole (Ring Binder)	001450MIU	400	336	14	10	8	7
GBC Die Set 11 Hole (Velobind)	001451MIU	475	399	17	12	10	8
GBC Die Set 19 Hole (Cerlox)	001452MIU	475	399	17	12	10	8
GBC Die Set 21 Hole (Twin Loop Wire 2:1)	001453MIU	475	399	17	12	10	8
GBC Die Set 32 Hole (Twin Loop Wire 3:1)	001454MIU	475	399	17	12	10	8
GBC Die Set 44 Hole (Color Coil)	001455MIU	475	399	17	12	10	8
GBC 32 Hole Pro Click Die Set	002493MIU	475	399	17	12	10	8
Digital QC 120/20 Network	D5143NT	180	92	4	3	2	2
Fax Option Accessories							
Fax Option Type 7500	413491	1,095	591	25	18	14	12
G3 Interface Type 7500	413494	650	336	14	10	8	7
32MB Memory Unit Type B	001342MIU	185	90	4	3	2	2
Scan/Printer Option Accessories							
Printer/Scanner Unit Type 8000	414367	3,300	862	36	26	21	18
PostScript 3 Unit Type 7500	412916	2,150	1,064	45	32	26	22
Copy Data Security Unit Type C	412808	755	367	16	11	9	8
Browser Unit Type B	413083	148	74	3	2	2	2
Mail Box CS391	412191	2,000	1,046	44	31	25	21
IEEE1284 Interface Board Type A	411699	99	52	2	2	1	1
IEEE1394 Interface Board Type B	412995	475	228	10	7	5	5
IEEE 802.11b Interface Unit Type N	414525	375	265	11	8	6	5
Bluetooth Interface Unit Type 3245	412866	360	224	9	7	5	5
Gigabit Ethernet Type 7300	402302	430	217	9	7	5	4

Supplies		
Toner Type 6110D (Black) (172K)	885400	97
Developer Type 24 (Black) (350K) (Order as a part)	80649645	136
Staple Set Type H (SR842) (5K)	410508	100
Staple Refill Type H (SR842) (25K)	410509	205
Staple Set Type K (SR970/4000) (5K)	410801	48
Staple Refill Type K (SR970/4000) (15K)	410802	78
Staple Set Type L (SR4000 Saddle Stitch) (2K)	411240	32
Staple Refill Type L (SR4000 Saddle Stitch) (8K)	411241	53

Notes

(1) System requires a finisher or the copy tray.
(2) Includes 100-sheet single pass duplex document feeder, 256MB RAM, and 80GB HDD.
(3) Includes 100-sheet single pass duplex document feeder, 512MB RAM, 80GB HDD, and Scanner/ Printer Unit (includes NIC (10/100BaseT Ethernet) and USB 2.0 interfaces standard).
(4) Includes DeskTopBinder Lite (version 5.0), SmartDeviceMonitor for Admin & Client, TWAIN drivers, RPCS, PCL5e, PCL6 (XL) drivers.
(5) 4,000 Sheet capacity LCT (8 1/2" x 11").
(6) 3,000-sheet finisher with 50-sheet staple capacity.
(7) 2,000-sheet finisher with 50-sheet staple capacity and 15-sheet saddle-stitch capacity.
(8) 3,000-sheet finisher with 100-sheet staple capacity.
(9) Compatible with SR970 and SR4000 Finishers. 2 & 3 hole punch (user-selectable).
(10) Cannot hole punch and Z-fold at the same time.
(11) Compatible with SR842 Finisher only. 2 & 3 hole punch (user-selectable).
(12) Compatible with all finishers.
(13) Main unit cannot be configured with both the Interposer and the Mailbox.
(14) Converts RT43 (LCT) to 8 1/2" x 14" or 8 1/2" x 11" SEF (2,500 Sheets). Requires RT43.
(15) Required for tab copy/print. Compatible with all finishers. Tab Sheet Holder can be used in second or third tray (but not in both).
(16) Converts the standard tandem tray (Tray 1) to hold 11" x 17", 8 1/2" x 14" or 8 1/2" x 11" paper 1,000-sheet capacity).
(17) Compatible with the SR970 and SR4000 Finishers. Neatly arranges output.
(18) Compatible with the SR842 only. Neatly arranges output.
(19) Required for retrieving files from Document Server that were stored via Copy or Print Function.
(20) Each Z-folded sheet counts as 10 sheets.
(21) Compatible with SR4000 and SR842 Finishers. Not compatible with SR970 Finisher.
(22) Provides USB interface for third-party devices such as IC card readers.
(23) Hard disk drive overwrite security option.
(24) Requires SR842 Finisher. Jogger Unit is recommended.
(25) Requires the BK5010 Booklet Maker.
(26) Requires the Trimmer.
(27) GBC StreamPunch requires the purchase of at least one die set.
(28) Includes 256MB RAM upgrade.
(29) Required for Post Script and Macintosh printing.
(30) Documents which are printed with the "Data Security for Copying" Unauthorized Copy Control RPCS setting and copied on a device with this option installed will be grayed out.
(31) Option for Scan Router EX Professional/Enterprise. Provided as an SE card.
(32) Compatible with SR970 and SR4000 Finishers only. Not compatible with SR842 Finisher.
(33) Of the following interface options, only one may be installed: IEEE 1284, IEEE 1394 (Firewall), IEEE 802.11b (Wireless LAN, or Bluetooth.
(34) Of the following two interfaces, only one may be installed: 10/100BaseT Ethernet or Gigabit Ethernet.
(35) Adds one additional fax line. Up to two lines may be added for a maximum of three lines.
(36) Increases SAF memory to 28MB (2,240 pages) and enables 400dpi resolution.

Hidalgo County 206th District Court

Proposal for Delma G. Silva

IKON Document Efficiency At Work.™

Product Description		Term	Monthly Payment
Ricoh MP C2050 Purchase Option			
Ricoh Aficio MPC2050	**MPC2050**	**Purchase**	**$2,397.00**
FAC43 Cabinet	415016	**Purchase**	**$122.00**
Fax Option Type C2550	414925	**Purchase**	**$442.00**
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	**Purchase**	**$87.00**
Business Color Connectivity	PS-CONND	**Purchase**	**$310.00**
Ricoh Basic Scan (Scan to Folder/eMail)	PS-INSRICBASSCAN	**Purchase**	**$442.00**
2,500 b/w copies included per month		**Monthly***	**$27.50**
2,500 b/w copies included per month		**Yearly***	**$330.00**
$.011 b/w overage / $0.072 Color Fixed!		***You can choose monthly or yearly**	

Maintenance includes parts,labor and toner supply.

Prepared by:
Joseph A. Smith
Cell -(956) 878-0058

***Pricing is from TASB Buyboard (#299-08)**

4/57.50

Requisition

Consent # 16354 4/14/09

Req # 00158451

PO #

Date: 07/09/09

Bill To: x
x

Vendor : 360783
WEBEX COMMUNICATIONS INC.
P.O. BOX 49216
SAN JOSE CA 95161-9216
FAX (949)580-2201

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	MONTH	1 LICENSE SUPPORT CENTER/REMOTE AUG. THRU DEC. 2009	150.00	750.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-336	750.00	
			Freight	.00
			Total	750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg# 158451

Matilde Faz

From:	Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent:	Tuesday, July 07, 2009 2:49 PM
To:	matilde.faz@co.hidalgo.tx.us
Subject:	FW: Agreement Renewal...

From: Damon Gage [mailto:Damon.Gage@webex.com]
Sent: Monday, July 06, 2009 4:57 PM
To: Edna Kirby
Subject: Agreement Renewal...

Hey Edna,

Per our conversation today, the most relevant legal document for you regarding your existing agreement and the upcoming renewal term would be the existing agreement that you have that was signed. On that agreement it states the WebEx policy regarding initial term and the subsequent renewal terms that follow.

If you have any further questions, or if I can help clarify any further, please do not hesitate to reach out to me directly.

Thank you.

9/100/1500200 0020336

Regards,

Damon

Short Flash Product Overviews - Click Below

Meeting Center | Training Center | Event Center | Support Center | WebEx Connect

Cisco webex

cisco

Damon Gage
Collaboration Software Group - WebEx Technology
Government and Education Account Manager
Gulf Coast & Atlantic Operations - Sales / Channels

damon.gage@webex.com
Phone: 408.566.5617
Mobile: 925.408.0278

Matilde Faz

From: Damon Gage [Damon.Gage@webex.com]
Sent: Monday, June 29, 2009 11:10 AM
To: Edna Kirby
Cc: matilde.faz@co.hidalgo.tx.us
Subject: RE: WebEx Document Requiring Your Signature

Hello Matilde,

Thank you for taking the time to speak with me today.

Per our conversation, once the current agreement is brought up to date for payment there will be no need to sign a new agreement. The existing agreement will automatically renew starting 8/22/09 for another 12 months and will continue to do so until you send us written cancellation for the service.

Thank you both, and please do not hesitate to call me with any questions you may have.

Regards,

Damon Gage
408.566.5617

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Thursday, June 11, 2009 9:21 AM
To: Damon Gage
Cc: matilde.faz@co.hidalgo.tx.us
Subject: FW: WebEx Document Requiring Your Signature

Hi Damon,

What is the status on this request? We would like to place it thru Comm. Crt. on 6/16/09.

Thank you,
Edna

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Tuesday, June 09, 2009 3:07 PM
To: 'Damon Gage'
Cc: matilde.faz@co.hidalgo.tx.us
Subject: FW: WebEx Document Requiring Your Signature

Hi Damon,

Will you please provide a Renewal Service Agreement for the WebEx Support?

Thank you,
Edna Kirby

From: Damon Gage [mailto:Damon.Gage@webex.com]
Sent: Thursday, June 04, 2009 11:12 AM
To: Edna Kirby
Cc: carlos.garcia@co.hidalgo.tx.us
Subject: RE: WebEx Document Requiring Your Signature

FYI – is this what you need specifically?

Regards,

Damon Gage
408.566.5617

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Wednesday, June 03, 2009 1:29 PM
To: Damon Gage
Cc: carlos.garcia@co.hidalgo.tx.us
Subject: RE: WebEx Document Requiring Your Signature

Hi Damon,

On the previous Purchase Order 607652 we have been charge for the One Time Fee in the amount of $250.00 And License Support Center $150.00.

We would like to continue the License Support Center, will you please give us a new quote only for the License Support Center for 12 months I have received invoices for this amount that I would like to process but I need to update the quote.

Thank you,
Edna Kirby

From: Damon Gage [mailto:Damon.Gage@webex.com]
Sent: Wednesday, May 20, 2009 10:51 AM
To: Carlos G. Garcia
Cc: edna.kirby@co.hidalgo.tx.us
Subject: RE: WebEx Document Requiring Your Signature

FYI - quote is attached.

Please let me know if you have any questions.

Thank you.

Regards,

Damon Gage
408.566.5617

From: Carlos G. Garcia [mailto:carlos.garcia@co.hidalgo.tx.us]
Sent: Tuesday, May 19, 2009 1:31 PM
To: Damon Gage
Cc: edna.kirby@co.hidalgo.tx.us
Subject: Re: WebEx Document Requiring Your Signature

Damon,

I don't know if you have try to send me the quote. I have not recieve email from you with quote. If you have problems sending attachments please let me know and try faxing it to me. The purchasing agent will be out for the reset of the week starting tomorrow. Thank you for your time and help!

Carlos Gabriel Garcia

County of Hidalgo, Texas
Information Technology Department
Office: 956.292.7010
Fax: 956.318.2152

-----Original Message-----
From: "Damon Gage" <Damon.Gage@webex.com>
Sent 5/18/2009 6:23:18 PM
To: "Carlos Garcia" <carlos.garcia@co.hidalgo.tx.us>
Subject: WebEx Document Requiring Your Signature

Dear Carlos Garcia,

Damon Gage has sent you a document called "County of Hidalgo Agreement" for electronic signature.

Please click here to review this document electronically:
https://esign.webex.com/esign/p.jsp?oxV71wplusD94FHxplus61n0IvqeKWiNaFMZwuZWbPpTh6qUcPzTAJYmRB32NPOQR7tZZ5psdSSM80Da/jnewcline7xC7L/Txud2OTtl4woGYHaKenvfZfD9NgjMTJxl7HsSLcshDd/gAC5GgVVUg4fwYg6R59csfipgWnewclinejSVSAIEN

If you are not the signer, click here to forward this to an alternate signer
https://esign.webex.com/esign/p.jsp?oxV71wplusD94FHxplus61n0IvqdioK6u7r/U9IaBmiStsdJbNplusQZo5q1nT0ff1uhCoajGRQRoplusfoAuUySnewclineLi1DLvaL8OG8Zij8iCLIB3ug2J95VplusHdgORxzFho7tOQuXhfmJcv9WaynzLx4zf/A8R5a2OQI1xunewclineplus51pmIkK
or you may forward this email to the correct individual for signature.

The due date to sign this document is 05/22/09.

Thank you.

Regards,
Damon Gage
Damon.Gage@webex.com
Fax:
WebEx Communications Inc.

Req# 158346

MELISSA DATA
Your Partner in Data Quality

QUOTE

Melissa Data Corp.
22382 Avenida Empresa
Rancho Santa Margarita, CA 92688

Quotation Prepared by: Riff Solar
1-800-635-4772 ext. 831
Riff@MelissaData.com
Date: July 6, 2009
Exp. Date: July 20, 2009

TO Mario Betancourt
Hidalgo County
100 E Cano St
Edinburg, TX 78539-4582
956-318-2600

QTY	PRODUCT	DURATION	PRICE
1	Mailers+4 Std (includes 6 bimonthly updates)	July-2009 thru July-2010	$895.00
		TOTAL	$895.00

COMMENTS
Quote Notes: Price excludes shipping and applicable sales tax.
The pricing and terms between Hidalgo County and Melissa Data cannot be disclosed to any third party at any time. Hidalgo County will assume obligation to protect such information from disclosure. Melissa Data's Mailers+4 Software are not licensed under this proposal to be replicated or distributed.

Terms & Conditions:

Unlimited technical support is included with purchase. Melissa Data accepts all major credit cards and net 30 day terms on approval.

Thank you for your business!

9/10/09 10:00 230336

Matilde Faz

From: Maxine Elizondo [maxine.elizondo@hidalgocountyjudge.com]
Sent: Wednesday, July 08, 2009 11:09 AM
To: matilde.faz@co.hidalgo.tx.us
Cc: Mario Betancourt
Subject: FW: Mailers+4 Trial

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Wednesday, July 08, 2009 11:07 AM
To: Maxine Elizondo
Subject: RE: Mailers+4 Trial

This is fine. I have no problem with the purchase of this software.

Thanks!

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792
W: 956.289.7444
E: renan@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

From: Maxine Elizondo [mailto:maxine.elizondo@hidalgocountyjudge.com]
Sent: Monday, July 06, 2009 5:11 PM
To: renan@co.hidalgo.tx.us
Subject: FW: Mailers+4 Trial

Renan I was asked by Mati from purchasing to forward this information on a software to verify address for the 211 listing. We have over 7000 people listed for Hidalgo County. We will be mailing out to all 211 listed for Hidalgo County sometime this year. This software is to provide us with the correct address.

If you have any questions please e-mail Mario and cc me.
Thanks
Maxine

From: Riff Solar [mailto:riff@melissadata.com]
Sent: Monday, July 06, 2009 12:05 PM
To: Maxine Elizondo
Cc: Mario Betancourt
Subject: RE: Mailers+4 Trial

Hi Maxine,

I attached a copy of the quote your requested. Please review and let me know if you have any questions.

Best regards,

Riff Solar | *Product Specialist*
Melissa Data Corp. | 22382 Avenida Empresa | RSM, CA 92688
riff@MelissaData.com | T: 800-635-4772 x 831 | F: 949-589-5211
www.MelissaData.com

Since 1985, Melissa Data has provided customers with data quality and enrichment tools to increase marketing ROI.

From: Maxine Elizondo [mailto:maxine.elizondo@hidalgocountyjudge.com]
Sent: Monday, July 06, 2009 9:45 AM
To: Riff Solar
Cc: Mario Betancourt
Subject: RE: Mailers+4 Trial

Mr. Rif I handle all purchases for Emergency Services/Emergency Management, if you could please send me a quote for the Standard Mailers + 4 one year subscriptions I will get started on the purchase order.
Thank You
Maxine Elizondo

From: Mario Betancourt
Sent: Monday, July 06, 2009 11:33 AM
To: Maxine Elizondo
Subject: FW: Mailers+4 Trial

Maxine here is the quote from the Company.

From: Riff Solar [mailto:riff@melissadata.com]
Sent: Monday, July 06, 2009 10:36 AM
To: Mario Betancourt
Subject: RE: Mailers+4 Trial

Hi Mario,

Thanks you for your request for pricing information. Pricing for a 1yr subscription are below along with pricing for add-ons. Please review and let me know if you have any questions.

Mailers+4 1year subscription(bi-monthly updates)

	Annual License Cost	
Pro	$1695.00	
STD	$895.00	Limited to 5000 records per mailing.

Add-ons

GeoCoder (appends lat/longs to zip+4)	$1,990.00 (updated semi-annually)
Canadian Address (validates Canadian addresses	$690.00 (updated monthly)
RBDI (residential or business delivery indicator)	$690.00
eLot (enhanced line of travel)	$240.00. Higher level of presort for better cost savings.

Best regards,

Riff Solar | *Product Specialist*
Melissa Data Corp. | 22382 Avenida Empresa | RSM, CA 92688
riff@MelissaData.com | T: 800-635-4772 x 831 | F: 949-589-5211
www.MelissaData.com

Since 1985, Melissa Data has provided customers with data quality and enrichment tools to increase marketing ROI.

From: Mario Betancourt [mailto:mario.betancourt@hidalgocountyjudge.com]
Sent: Monday, July 06, 2009 7:13 AM
To: Riff Solar
Subject: RE: Mailers+4 Trial

Mr. Solar can you send me a price list on the services for the Mailers+4 software. I need to see what options are available.

Thank you
Mario

From: Riff Solar [mailto:riff@melissadata.com]
Sent: Tuesday, May 26, 2009 12:17 PM
To: Mario Betancourt
Subject: RE: Mailers+4 Trial

Hi Mr. Betancourt,

I thought I would check in and see if you were still interested in our Mailers+4 Software. Please let me know if you have any questions or concerns at this time.

Thank you for taking the time to test our software.

Best regards,

Riff Solar | *Product Specialist*
Melissa Data Corp. | 22382 Avenida Empresa | RSM, CA 92688
riff@MelissaData.com | T: 800-635-4772 x 831 | F: 949-589-5211
www.MelissaData.com

Since 1985, Melissa Data has provided customers with data quality and enrichment tools to increase marketing ROI.

From: Riff Solar
Sent: Friday, May 15, 2009 1:36 PM
To: 'mario.betancourt@hidalgocountyjudge.com'
Subject: RE: Mailers+4 Trial

Hi Mr. Betancourt,

I wanted to follow up and see how your trial is coming along. I would appreciate it if you could let me know when you have a moment. Please let me know if you have any questions or concerns.

Best regards,

Riff Solar | *Product Specialist*
Melissa Data Corp. | 22382 Avenida Empresa | RSM, CA 92688
riff@MelissaData.com | T: 800-635-4772 x 831 | F: 949-589-5211

www.MelissaData.com

Since 1985, Melissa Data has provided customers with data quality and enrichment tools to increase marketing ROI.

From: Riff Solar
Sent: Friday, May 08, 2009 2:16 PM
To: 'mario.betancourt@hidalgocountyjudge.com'
Subject: RE: Mailers+4 Trial

Hi Mr. Betancourt,

I was just checking in to see if you received the **MAILERS+4** software and had a chance to use it. We do have an excellent Tech Support available, at no charge to you, should you need. We do offer a 30 minute tutorial if you need some help getting familiar with the software.

Also, I had received a request from Maxine to fill out some vendor information. I submitted all that she requested. Please let me know if you need any thing else.

For any technical questions regarding your **MAILERS+4** Software, feel free to call Technical Support at 1-800-MELISSA from 6:00 a.m. to 5:00 p.m. Monday through Friday PST or e-mail your questions to TechSupport@MelissaData.com.

Please keep in mind this software is time sensitive and will expire. Let me know if you have any questions.

Thank you,

Riff Solar | *Product Specialist*
Melissa Data Corp. | 22382 Avenida Empresa | RSM, CA 92688
riff@MelissaData.com | T: 800-635-4772 x 831 | F: 949-589-5211
www.MelissaData.com

Since 1985, Melissa Data has provided customers with data quality and enrichment tools to increase marketing ROI.

From: Riff Solar
Sent: Thursday, April 23, 2009 9:57 AM
To: 'mario.betancourt@hidalgocountyjudge.com'
Subject: Mailers+4 Trial

Dear Mr. Betancourt,

Thank you for your interest in our **MAILERS+4** Software and NCOA. The **MAILERS+4** Trial is on the way and should arrive between 3 and 5 days depending on your location. I also included some add on software for **MAILERS+4**. This software is time sensitive. Meaning it will stop functioning 14 days after installation. Should you need technical support or help getting started with **MAILERS+4**; we do have an excellent Tech Support staff at your disposable that can help walk you through the program at no cost to you.

As you probably already know, the USPS has new requirements that will be required for bulk mailing. You will be required to run your list through NCOA within 95 days before mailing in order to qualify for the bulk mail discount. The new NCOA postal requirements will go into effect in May of 2008.

Please click on the link below for more information regarding the new requirements.

New Move Update Requirements - http://ribbs.usps.gov/files/Move_Update/MUP_overview.html

We will be offering a new Listware Link within the Mailers+4 software that will allow you to perform NCOA updating 24/7. This NCOA Service Link will identify businesses, individuals and families who have filed a Change of Address with the USPS within the last 48 months.

Attached is a link to download the PAF form which will need to be completed by you in order to take advantage of the NCOA processing through the Service Link.

Please contact me if you would like to subscribe to NCOA for Mailers when is becomes available, or if you have further questions.

PAF Form - http://www.melissadata.com/listservices/smartmover-paf.pdf

For any technical questions regarding your **MAILERS+4** Software, feel free to call Technical Support at 1-800-MELISSA from 6:00 a.m. to 5:00 p.m. Monday through Friday PST or e-mail your questions to TechSupport@MelissaData.com.

Recourses for Getting Started

MAILERS+4 makes it easy to save up to 65% in postage and printing costs on your next mailing...and every mailing after that. Here are a few resources that will help you get started.

»Introduction Video
»Support Center
»Video Tutorials
»MAILERS+4 Quick Start Guide
»MAILERS+4 FAQs
»MAILERS+4 Discussion Forum
»Best Practices
»Application Notes
»Mailing Resources

Online Training
Our free training classes include live Q&A – learn what you need to know to hit the ground running. Schedule your 30-minute appointment by calling 1-800-635-4772 x233.

Please keep in mind that our **MAILERS+4** trial cannot be installed more then one time on the same computer. Please let me know if you have any questions or if you encountered any problems with this software. My contact information is below.

Thank You
Sincerely

Riff Solar | *Product Specialist*
Melissa Data Corp. | 22382 Avenida Empresa | RSM, CA 92688
riff@MelissaData.com | T: 800-635-4772 x 831 | F: 949-589-5211
www.MelissaData.com

Since 1985, Melissa Data has provided customers with data quality and enrichment tools to increase marketing ROI.

Requisition

Req # 00157675

PO #

Date: 06/23/09

Consent # 16354

7/14/09

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: COUNTY COURT AT LAW #5
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539

Contact: **JAVIER MIRELES**
956-318-2460

Contract No:

Special Instructions:
REQ. NO: 062309-1

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NEGOTIATED CONTRACT: 072391200 DO NOT DUPLICATE ORDER		
6.00	MONTH	(WC4150-COPY) Integrated finisher, 2nd paper tray, carrier delivery/install, 4150 cabinet stand, customer ed Lease term 39 months to cover 05/19/09 - 12/31/09 @$139.79 monthly per print rate $0.0105 consumable supplies included for all prints.	139.79	838.74
		Account No	Encumbrance	
		9-1100-412-00-025-001-0-780	838.74	
			Freight	.00
			Total	838.74
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req #157675
PO #

Lease Pricing PROPOSAL

xerox

Presented to HIDALGO COUNTY COURT 5

By Damaris Morales

On 6/30/2009



Photo for Display Only

CASH PRICE $5,532.44

FIXED PRICE OPTION $169.89 INCLUDES MAINTENANCE AND SUPPLIES FOR 1000 COPIES A MONTH

Negotiated Contract : 072391200

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	**WC4150 (WC4150-COPY)** - 4150 Cabinet Stand - Carrier Deliv/instal - Integrated Finisher - 2nd Paper Tray - Customer Ed	Lease Term: 39 months Purchase Option: FMV	- Xerox CC123 S/N TFW013837 Trade-In as of Payment 41	6/30/2009

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. WC4150	$139.79	1: Total	1 - 1,000 1,001+	Included $0.0105	- Consumable Supplies Included for all prints
Total	$139.79	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY COURT 5. 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 7/30/2009.

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

XEROX TOTAL SATISFACTION GUARANTEE

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

Reg # 157675

Capital Lease Versus Operating Lease Test

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

					1	2	3a	3b	4a	4b	
Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	Monthly Payment Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
sample		11/23/2007	WC 7132 Copier-Printer		N	N	39	60	$6,495	$5,279	Capital Lease
Human S	TCPN	1/13/2009	WC 5645 PRINTER	$467.68	N	N	39	60	18,240	18,247	Capital Lease
DA/Adm.	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Misdea	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Civil	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Hot Ck	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. 1	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Fel. Intk	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
DA/Appeals	TCPN	3/3/2009	WCM20I 22PPM CO/PR/S	$69.67	N	N	60	60	4,180	29,261	Capital Lease
Fire Marsha	TCPN	3/9/2009	WC7328 PRINTER	$256.16	N	N	48	60	12,296	12,100	Capital Lease
ROW	TCPN	3/24/2009	W7655P COPIER/PRINTER	$775.31	N	N	48	60	37,215	37,241	Capital Lease
Aux. Crt.	TCPN	5/26/2009	WC4260S PRINTER	$195.15	N	N	39	60	7,611	8,726	Operating Lease
Pct. 2 Adm.	TCPN	5/26/2009	W5030PH PRINTER	$198.20	N	N	39	60	7,730	16,170	Operating Lease
Pct. 2 CRC	TCPN	5/26/2009	W5222 COPIER	$139.49	N	N	39	60	5,440	16,170	Operating Lease
Cont. Pct 4	TASB	6/22/2009	E Studio 283 COPIER	$156.64	N	N	36	60	5,639	3,676	Capital Lease
JP 3 PL 1	TCPN	6/30/2009	WC7345 COLOR C/P	$379.10	N	N	39	60	14,785	19,785	Operating Lease
Ct. Law 5	TCPN	7/7/2009	WC4150 COPIER	$139.79	N	N	39	60	5,452	5,532	Capital Lease

Instructions:

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 fileds (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.

Requisition
W.I.C. PROGRAM

Req # 00158300
PO #
Date: 07/07/09

Consent # 16254 7/14/09

Bill To: x
x

Vendor : 233536
DIGITAL OFFICE SYSTEMS
4800 W EXPRESSWAY 83
McALLEN TX 78501

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: mgonzalez
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		GRANT EXPIRES 9/09.		
		DO NOT DUPLICATE ORDER		
3.00	EACH	COPIER SERVICE AGREEMENT FOR ROYAL COPYSTAR RI-5230 SERIAL NO # 37001633 FOR THE MONTHS OF JULY, AUG, SEPT. 2009	108.00	324.00
		Account No	Encumbrance	
		9-1292-441-00-350-001-9-432	324.00	
			Freight	.00
			Total	324.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 158300

DIGITAL OFFICE SYSTEMS

4800 W. Expressway 83 • McAllen, Texas 78501
Phone: (956) 630-1877 • Fax: (956) 683-9565 • E-Mail: contracts@digitalrgv.com

COPIER SERVICE AGREEMENT

#5. FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
Same as Above			Margarita	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 381-4646	(956) 381-0017
City	State	Zip Code	Phone#	Fax#

Effective Dates: 7 July 2009 to 6 July 2010

Monthly Rate: $108.00 Tax Tax Exempt Total $108.00

Number of copies per month: 12,000 overages billed at $ .0095 per copy.

EQUIPMENT COVERED

Model Royal Copystar Ri-5230 Serial No. 37001633 Beginning Meter: 466,157

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

Authorized Signature	Title	Date
DO Systems Representative	Title	Date

TERMS AND CONDITIONS

1. Digital Office Systems will maintain in operating condition the equipment covered under this contract.
2. Service will be performed on your equipment Monday through Friday within the hours of 8:00 AM to 5:00 PM, except on U.S. National Holidays.
3. External parts such as paper cassettes, covers and panels and service or parts required due to damage caused by acts of Nature (flooding, hurricane, tornado, etc.), accident, neglect, misuse, altering of equipment or the use of supplies other than factory recommended supplies purchased from Digital Office Systems are excluded.
4. All copy machines, fax machines, printers, panaboards require periodic maintenance (PM). It is up to the purchaser to notify Digital Office Systems at the end of the unit's PM cycle. Copy quality and performance can not be guaranteed if the purchaser refused to replace parts or supplies as required, or if the purchaser does not advise Digital Office Systems of the unit's PM cycle.

Copiers and Digital Copiers

_____ 5. **Full coverage** contract will include labor and replacement of any necessary parts, and consumables (drums, fuser roller kits, PM kits, lamps, power supply boards, gears, blades, toner and developer) except for staples and paper.

_____ 6. **Full coverage excluding toner** will include labor and replacement of any necessary parts, and consumables (drums, fuser roller kits, PM kits, lamps, power supply boards, gears, blades and developer) except for toner, staples and paper.

_____ 7. **Full coverage including staples** will include labor and replacement of any necessary parts, and consumables (drums, fuser roller kits, PM kits, lamps, power supply boards, gears, blades, developer, toner, staples) except for paper.

_____ 8. **Parts and Labor** contract will include labor and replacement of any necessary parts excluding fuser roller kits, PM kits, lamps, cleaning blades, power supply boards, and consumables such as drums, developer, toner, staples and paper.

_____ 9. **Labor Only** contract includes labor only, no parts and or consumables.

Fax, Printers, Panaboards and Scanners

_____ 10. **Full coverage** contract will include labor and replacement of any necessary parts and consumables (imaging units, drum units, fuser units, power supply boards, gears, PM kits, lamps, toner) except for ink, stamps, fax film and thermal paper, ink cartridges and paper.

_____ 11. **Parts and Labor** contract will include labor and replacement of any necessary parts excluding pm kits, fuser units and consumables such as ink stamps, fax film, ink cartridges, imaging units, toner, thermal paper and paper.

_____ 12. **Labor Only** contract includes labor only, no parts and consumables.

13. This contract is not transferable to a third party and not refundable, unless approved by the Office Manager at Digital Office Systems. Any unused portion of this Service Contract will be prorated and applied toward the maintenance of any equipment purchased from Digital Office Systems. During each month of the term of this contract, lessee agrees to pay at least a minimum fee calculated at the per copy rate multiplied by the minimum copies per month set forth in this agreement to the extent that the minimum copies per month are exceeded, the monthly rate shall be calculated at the copy rate multiplied by the number of copies.
14. It is expressly and mutually agreed by the parties to the contract as follows: If customer chooses not to renew this contract for another term, customer shall provide written notice to Digital Office Systems at its home office no later than 30 days prior to the expiration of this agreement. Both parties herein contractually agree that if written notice of intent to not renew is not provided as set forth above, this contract shall be automatically renewed and extended under the same terms and conditions for another full term. Thereafter, the parties herein agree that this automatic extension, if notice of non-renewal is not timely provided, shall again remain in full force and effect.

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

JUL 08 2009
C. 1:22m

To: Matilde Faz, Purchase Administrator

From: Margarita Gonzalez, Administrative Technician II

Thru: Norma Longoria, WIC Director NL

Date: July 7, 2009

RE: Service Agreement

Please place the service agreement with Digital Office Supply for the Royal Copystar Ri-5230 for a monthly rate of $108.00 a month on Commissioner's Court.

9.1292.441.00.350.001.9. 432
Req. 158300

AI-16349 **10.P.**

Renewal/Extension-C-08-270-08-05-Cameron Land & Cattle, Inc.

CC CONSENT

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the one (1) year renewal/extension option as provided in the current contract #08-270-08-05-Hidalgo County-Tires Disposal Services, under the same rates, terms and conditions with "Cameron Land & Cattle, Inc." with renewal/extension effective as of: August 6, 2009 through August 5, 2010.

BACKGROUND

On June 22, 2009, Commissioners Court approved of a request/notification from Cameron Land & Cattle, Inc. of a price decrease. Information has been inserted in current contract for new price verification of price decrease.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: All depts, obj. 421

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

BUDGETARY IMPACT:

Funding source obj. code 421 "Disposal" for all depts. Please refer to attached expense report for funds availability as of 7-8-09.

Attachments

Link: Contract Documentation

Link: Extension Letter

Link: Obj. 421 expense report as of 7-8-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 10:44 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:29 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/08/2009 02:51 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Vangie Garcia Started On: 07/03/2009 11:09 AM

Final Approval Date: 07/10/2009

AI-16027 **24.A.6.**

Cameron Land & Cattle, Inc.

CC REGULAR

Date: 06/22/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for approval of a notification & request from Cameron Land & Cattle, Inc.-C-08-270-08-05 (awarded vendor) for "Tire Disposal Services") of a price adjustment decrease for current contract (pursuant to the RFB-Legal Terms-Page 6 of 9-Line Item Number 21 and Exhibit "A" Specifications-Page 4 of 7-Price Reduction) with said adjustments to be effective as of July 1, 2009 as follows:

a. Pickup and disposal-Truck Tires From $6.00 each to $5.00 with Rim Price from $12.00 to $10.00
b. Pickup and disposal-Tractor Tires From $18.00 each to $16.00 with Rim Price from $36.00 to $32.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** obj. 421 Co. Wide
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding source is obj. 421 "Disposal". Please refer to attached expense report as of 6-17-09 (all depts) for funding availability.

Attachments

Link: Letter From Cameron Land
Link: Contract Documentation
Link: RFB Packet
Link: Expense report as of 6-17-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:40 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:54 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 01:15 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Vangie Garcia Started On: 06/16/2009 09:43 AM
Final Approval Date: 06/18/2009

Cameron Land & Cattle, Inc.
7132 Oak Drive
San Antonio, Texas 78256
210-698-5282 or 210-698-5148

To: : Vangie Garcia
Hidalgo County Purchasing
From: Julie Wood
Vice President
Re: Proposed Price Change for Scrap Tire Contract

It is my understanding that we can make adjustments to the Scrap Tire Contract on a quarterly basis. This may not completely adhere to the guidelines, but I believe it is in the best interest of the County. I would like to change the price for pick up and disposal of the truck tires from $6.00 each to $5.00 each which would also change the price with rim to $10.00. I would also like to alter the tractor tire price from $18.00 to $16.00 which would make the price of tractor with rim $32.00. If this is acceptable to you, we could put this price in effect as of July 1, 2009.

If you have any questions, please contact me at 210-387-8951. Thank you.

Julie Wood

FROM : FAX NO. : Jun. 12 2009 10:20AM P1

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-270-08-05

THIS CONTRACT is made and entered into this **5th** day of **August, 2008** by and between the **COUNTY OF HIDALGO, TEXAS**(" County") and Cameron Land & Cattle, Inc.

WHEREAS, Company responded to advertised notices for bids for **"Tires Disposal Service "** a Texas Corporation (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. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for: **"Tires Disposal".** 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 a **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. Upon loading of the waste tires on to the Company's vehicle and the issuance to County of a delivery ticket/manifest, title to all waste tires shall be transferred to and vested in vendor.

3. This Contract shall be for a period beginning **August 5, 2008** and ending **August 5, 2009** and may be extended at the sole discretion of County for an additional sixty (60) days unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County reserves the right to renew the contract for an additional year, under the same 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 trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with

providing services under this Contract naming County as an additional insured (with the 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, including, but not limited, to any act or omission of Company in the transportation and disposal of the used tires acquired by Company hereunder.

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: **Cameron Land & Cattle, Inc.**
7132 Oak Dr.
San Antonio, Tx 78256

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 County without cause upon thirty (30) days written notice to Company.

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_____ day of_____, 2008.

COUNTY OF HIDALGO

By:_____
J.D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, County Clerk

COMPANY: Cameron Land & Cattle, Inc.

By:_____

Printed Name: Julia Wood

Title: Vice President

Approved on Commissioners' Court August 5, 2008

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County

"Tire Disposal Services"

Bid No. 2008-270-07-30-SMA

SPECIFICATIONS

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of **"Tires Disposal Services-Hidalgo County"** as specified herein. Bids will be accepted until **9:30 a.m., Wednesday, July 30, 2008. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an "as needed" basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

A. Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

B. County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

TERMS AND CONDITIONS OF SERVICE:

A. Removal services shall be on an "as needed" basis. The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific

waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

B. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

C. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

D. Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an "as-needed" basis. Any schedule changes must be approved by the respective County department(s).

1. Mondays-Precinct No. 1
2. Wednesdays-Precinct No. 2
3. Fridays-Precinct No. 4
4. Tuesdays and Thursdays-"as needed"-Precinct No. 3 and other County departments.

E. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

1. The department(s) may notify your office;
2. Vendor may check with the respective department(s); or
3. Vendor's driver(s) can verify the need during their route.

F. Term of the contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same terms and conditions.

G. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

ESCALATION CLAUSE:

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a

price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our precincts. The sizes of tires indicated herein are not all inclusive.

1. 17.5 x 25 - 12 Ply
2. 1400 x 24 -10 Ply
3. 19.5 x 24 - 10 Ply
4. 25-5-25 - 10 Ply
5. 18.4 x 28 - 12 Ply
6. 20.5 x 25 - 12 Ply
7. 14.0 x 24 - 10 Ply
8. 16.9 x 24 - 10 Ply
9. 16.9 x 28 - 6 Ply
10. Baled Tires

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 16, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 18, 2008 by 5:00 p.m.

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

Attachment A

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1. **Precinct No. 1**:

   A). Mercedes - 3 miles South on Mile 1 East off Business 83.
   B.). Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; ½ Mile North on Mile 1½ West.
   C). Donna - 3 Miles South on F.M. 493 off Business 83; ½ Mile East on Mile 4½ West.
   D.) Monte Alto - .3 of a Mile East on Ash Street off F.M. 88.

2. **Precinct- No. 2**:

   A.). 1 Mile East of South Tower Rd. on El Gato Rd.

3. **Precinct –No. 3**:

   A.) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; ¼ Mile West on Old Military Hwy.

4. **Precinct- No. 4**:

   A.) Edinburg - ¼ North on North Doolittle Road off East Schunior Street.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2008-270-07-23-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	1.45 ea
Truck Tires from 20" to 24.5" Bead	6.00 ea
Passenger Tires and Light Truck Tires on Rim	2.90 ea
Truck Tires on Rim	12.00 ea
Tractor, Off-the-road Tires	18.00 ea
Baled Tires (Tire Bales)*	65.00 ea
45' trailer – see note Collection Receptacles (i.e. roll-offs or trailers)	1400.00 ea

If you desire, I can acquire these trailers. I will need a little time + patience.

*Note: Service provider may offer to pay for tire bales process by Hidalgo County Precinct No. 3.
They would not be available on August 1. We can also agree to leave this option Open.

BIDDER'S/COMPANYNAME: Cameron Land + Cattle, Inc

ADDRESS: 7132 Oak Drive

CITY: San Antonio STATE: Tx ZIP CODE 78256

PHONE No. 210-698-5282 FAX No. 210-698-5148

SIGNATURE OF AUTHORIZED PERSON: Julie Wood

PRINTED NAME: Julie Wood TITLE: V. President

EXHIBIT "C"
INSURANCE

TEXAS FARM BUREAU INSURANCE COMPANIES

TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY
TEXAS FARM BUREAU INDEMNITY

POLICY NUMBER 589746

IMPORTANT NOTICE

Helping You In What We Do Best.
www.txfb-ins.com 7420 FISH POND RD • WACO TX 76710-1010 • (254) 772-3030 • MAILING ADDRESS: PO BOX 2689 • WACO TX 76702-2689

Date: 11-14-2007

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER NAME AND MAILING ADDRESS **POLICY PERIOD** FROM 12-17-2007 TO 12-17-2008

HIDALGO COUNTY
2812 S BUS 281
EDINBURG TX 78539-6243

This is to certify that the policy (including endorsements) of insurance, as described below, has been issued by the undersigned, to the insured named below and is in force at this time. If cancelled at the request of either party, or changed in any manner for any reason during the period of coverage, as stated herein, so as to affect this Certificate,10 days prior written notice will be given by this insurance company to the Certificate Holder named above.

The SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY of Waco, Texas hereby certifies that the following described policy has been issued and is in force and effect.

INSURED NAME AND MAILING ADDRESS

CAMERON LAND & CATTLE
INC
7132 OAK DR
SAN ANTONIO TX 78256-9600

DESCRIPTION OF RISK

FARM RESIDENCES
ADDITIONAL FARM PREMISES
RECREATIONAL LAND USE

PUBLIC LIABILITY ..... **BODILY INJURY/PROPERTY DAMAGE**		
(X) Commercial General Liability	$ 500,000	EACH OCCURRENCE
(X) Premises and Operations	$ 1,000,000	AGGREGATE
( ) Contractors Protective		
( ) Products - Completed Operations		
( ) Contractual - Designated Contracts Only		
(X) Excludes Explosion, Collapse and Underground Property Damage Hazard		
AUTOMOBILE LIABILITY		
( ) Fleet	$	
( ) Specific Automobiles Only	$	
( ) Non-Ownership and Hired Automobiles	$	
FARM LIABILITY	$	EACH OCCURRENCE
	$	AGGREGATE
PERSONAL LIABILITY		
( ) Homeowners	$	EACH OCCURRENCE
( ) Farm and Ranch Owners	$	EACH OCCURRENCE
UMBRELLA LIABILITY	$	EACH OCCURRENCE
	$	AGGREGATE

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage or any provision afforded by the policy. This Certificate is executed and issued in duplicate by the aforesaid Company.

108-18094 CCI-01 1E C KJC

PURCHASING DEPARTMENT
County Of Hidalgo

July 3, 2009

Julie Wood, Vice-President
Cameron Land & Cattle, Inc.
7132 Oak Dr.
San Antonio, Texas 78256

Via Facsimile: (210) 698-5148

Re: Extension of Contract No. C-08-270-08-05
"Hidalgo County-Tires Disposal Services"

Dear Ms. Wood:

Commissioners' Court will take applicable action (Tuesday, July 14, 2009) in connection with the option to extend/renew the 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 6, 2009 with termination date of August 5, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 8, 2009, 10:00 a.m., or sooner, via ***facsimile to (956) 956-318-2629*** or ***email to: evangelina.garcia@co.hidalgo.tx.us***

By: Julie Wood Date: 7-6-09

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

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
9-1100-419-40-220-001-0-421	GEN GOVT BLDG-DISPOSAL	8,000.00	8,000.00	1,848.15	3,123.54	3,028.31	62.15
001		**8,000.00**	**8,000.00**	**1,848.15**	**3,123.54**	**3,028.31**	**62.15**
002							
9-1100-423-21-280-002-0-421	JAIL-DISPOSAL	47,000.00	55,000.00	26,802.40	22,028.29	6,169.31	88.78
002		**47,000.00**	**55,000.00**	**26,802.40**	**22,028.29**	**6,169.31**	**88.78**
001							
9-1100-423-32-330-001-0-421	JUV DET HM-DISPOSAL	4,000.00	4,000.00	126.00	2,227.20	1,646.80	58.83
001		**4,000.00**	**4,000.00**	**126.00**	**2,227.20**	**1,646.80**	**58.83**
001							
9-1100-432-00-121-001-0-421	PCT1 SANITATION-DISPOSAL	125,000.00	135,500.00	13,553.15	121,946.85	.00	100.00
001		**125,000.00**	**135,500.00**	**13,553.15**	**121,946.85**	**.00**	**100.00**
001							
9-1100-432-00-122-001-0-421	PCT2 SANITATION-DISPOSAL	330,000.00	330,000.00	166,712.99	83,287.01	80,000.00	75.76
001		**330,000.00**	**330,000.00**	**166,712.99**	**83,287.01**	**80,000.00**	**75.76**
001							
9-1100-432-00-123-001-0-421	PCT3 SANITATION-DISPOSAL	230,000.00	230,000.00	47,226.97	182,773.03	.00	100.00
001		**230,000.00**	**230,000.00**	**47,226.97**	**182,773.03**	**.00**	**100.00**
001							
9-1100-432-00-124-001-0-421	PCT4 SANITATION-DISPOSAL	450,000.00	450,000.00	72,100.80	232,718.34	145,180.86	67.74
001		**450,000.00**	**450,000.00**	**72,100.80**	**232,718.34**	**145,180.86**	**67.74**
001							
9-1100-441-00-340-001-0-421	HEALTH ADM-DISPOSAL	1,000.00	1,000.00	215.76	242.88	541.36	45.86
001		**1,000.00**	**1,000.00**	**215.76**	**242.88**	**541.36**	**45.86**
003							
9-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	6,400.00	6,400.00	3,761.82	2,630.48	7.70	99.88
003		**6,400.00**	**6,400.00**	**3,761.82**	**2,630.48**	**7.70**	**99.88**
1100 GENERAL FUND		**1,201,400.00**	**1,219,900.00**	**332,348.04**	**650,977.62**	**236,574.34**	**80.61**
1202 R&B PRECINCT 2							
005							
9-1202-431-00-122-005-0-421	PCT2 RD ADM-DISPOSAL	.00	1,000.00	394.30	399.00	206.70	79.33
005		**.00**	**1,000.00**	**394.30**	**399.00**	**206.70**	**79.33**
1202 R&B PRECINCT 2		**.00**	**1,000.00**	**394.30**	**399.00**	**206.70**	**79.33**
1203 R&B PRECINCT 3							
005							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1203 R&B PRECINCT 3							
005							
9-1203-431-00-123-005-0-421	PCT3 P/U RD-DISPOSAL	500.00	570.00	.00	.00	570.00	.00
005		**500.00**	**570.00**	**.00**	**.00**	**570.00**	**.00**
1203 R&B PRECINCT 3		**500.00**	**570.00**	**.00**	**.00**	**570.00**	**.00**
1212 PARKS PRECINCT 2							
008							
9-1212-452-00-122-008-0-421	PCT2 PARKS-DISPOSAL	.00	2,000.00	394.30	981.36	624.34	68.78
008		**.00**	**2,000.00**	**394.30**	**981.36**	**624.34**	**68.78**
1212 PARKS PRECINCT 2		**.00**	**2,000.00**	**394.30**	**981.36**	**624.34**	**68.78**
1213 PARKS PRECINCT 3							
008							
9-1213-452-00-123-008-0-421	PCT3 PARKS-DISPOSAL	2,000.00	2,132.43	792.43	660.00	680.00	68.11
008		**2,000.00**	**2,132.43**	**792.43**	**660.00**	**680.00**	**68.11**
1213 PARKS PRECINCT 3		**2,000.00**	**2,132.43**	**792.43**	**660.00**	**680.00**	**68.11**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							
9-1222-412-00-080-006-0-421	DA BAD CK-DISPOSAL	50.00	50.00	.00	.00	50.00	.00
006		**50.00**	**50.00**	**.00**	**.00**	**50.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**50.00**	**50.00**	**.00**	**.00**	**50.00**	**.00**
1292 WIC							
001							
9-1292-441-00-350-001-9-421	WIC ADM-DISPOSAL	.00	13,224.50	4,635.60	6,887.07	1,701.83	87.13
001		**.00**	**13,224.50**	**4,635.60**	**6,887.07**	**1,701.83**	**87.13**
1292 WIC		**.00**	**13,224.50**	**4,635.60**	**6,887.07**	**1,701.83**	**87.13**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
028							
9-1295-423-00-330-028-0-421	WESL B/C-DISPOSAL	500.00	500.00	.00	.00	500.00	.00
028		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1297 ADULT PROBATION							
002							
9-1297-423-00-320-002-9-421	BASIC SUPERVISION-DISPOSAL	.00	7,720.00	.00	3,350.00	4,370.00	43.39
002		**.00**	**7,720.00**	**.00**	**3,350.00**	**4,370.00**	**43.39**
005							
9-1297-423-00-320-005-9-421	RESTITUTION CTR-DISPOSAL	.00	1,500.00	.00	.00	1,500.00	.00
005		**.00**	**1,500.00**	**.00**	**.00**	**1,500.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
020							
9-1297-423-00-320-020-9-421	SATF-DISPOSAL	.00	2,900.00	.00	.00	2,900.00	.00
020		**.00**	**2,900.00**	**.00**	**.00**	**2,900.00**	**.00**
1297 ADULT PROBATION		**.00**	**12,120.00**	**.00**	**3,350.00**	**8,770.00**	**27.64**
9 YEAR		**1,204,450.00**	**1,251,496.93**	**338,564.67**	**663,255.05**	**249,677.21**	**80.05**

AI-16350 **10.Q.**

Renewal/Extension-C-08-277-09-02-Starr Telecommunications

CC CONSENT

Date:	07/14/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the one (1) year renewal/extension option as provided in the current contract #C-08-277-09-02-Cabling-Installation-Time-Materials-Other Services, under the same rates, terms and conditions with "Starr Telecommunications Etc., L.L.C., with effective date as of: September 2, 2009 through September 1, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-200-002-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 7-8-09 $851.00.

Attachments

Link: Contract Documentation

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2009 12:40 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2009 02:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/08/2009 03:00 PM	APRV
4	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Vangie Garcia

Started On: 07/03/2009 11:30 AM

Final Approval Date: 07/10/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-277-09-02

THIS CONTRACT is made and entered into this 2nd day of **September, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Starr Telecommunications Etc. LLC, Limited Liability Company** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Cabling-Installation-Time-Materials-Other Services"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, 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**. 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 **Hidalgo County** 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 of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for an additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. 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, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the 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

Starr Telecommunications Etc. LLC
Attention: Leonel J. Lopez
304 W. Veterans Blvd.
Palmview, Texas 78572

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_____ day of_____, **2008.**

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date: 9-15-08

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: 9-15-08

Company: Starr Telecommunication Etc LLC

By:

Printed Name: Mike Lopez Jr

Title: ~~Estimator~~

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:

Date: 9-12-08

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

EXHIBIT

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial tem of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, July 30 , 2008. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2008-277-07-30-VYG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, July 23, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 25, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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.

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
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.

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

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" who is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers 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 proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

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

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" who is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:
   (a) Routine – within forty-eight (48) hours after visiting the site.
   (b) Expedite – within twenty-four (24) hours after visiting the site.
   (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **Electrical and Tele-data Communications Contractor(S):** **(20 Points)**
The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "**Electrical and Tele-data Communications Contractor(S)**" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. **COST FEES AND WARRANTY:** **(30 Points)**
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of of permits, fees, warranty, etc.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "**Electrical and Tele-data Communications Contractor(S)**" should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:
Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

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

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, July 30 , 2008.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Leonel J. Lopez, President
Starr Telecommunications ETC, LLC

From: Moises Salazar, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: August 27, 2008

Re: Negotiation Meeting For Request of "Best and Final Offer" For:
RFP NO: 2008-277-07-30-VYG-Hidalgo County"Cabling-Installation-Time-Materials-Other Services"

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on August 26, 2008 to approve and authorize negotiations including a Best and Final Offer with your company, Starr Telecommunications ETC, LLC, which was the number one ranked by the Court for this project.

A meeting has been scheduled for Wednesday, August 27, 2008, at 3:00 pm to be held at the conference room of the Hidalgo County Purchasing Department, for discussions/negotiations on services requested on RFP and proposal(s) submitted for a request on a "Best and Final Offer" based on the outcome of the meeting.

We request that you please sign and remit acknowledgement if in agreement with scheduled meeting for discussion/negotiations via facsimile @ (956) 292-7612 or email: moises.salazar@co.hidalgo.tx.us . If you have any questions, please call me at (956) 290-7000-4863. Thank you.

Signed: _____ Date: 8/27/08

Printed Name: Miguel G Lopez, Jr

Title: Project Manager / Estimator

Request for Proposal
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2008-277-07-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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 proposal, 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: STARR TELECOMMUNICATIONS ETC, LLC

Address: 304 W. VETERANS

PALMVIEW, TX 78572

By: [signature]

Printed Name: [illegible]

BEST & FINAL OFFER

CABLING INSTALLATION SERVICES, TIME & MATERIALS-OTHER SERVICES

RFP NO: 2008-277-07-30-VYG

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs Same drop
Regular New Construction (Rough/Pre-Punch)	45.00	70.00	100.00	1.45	3.25%
Regular (Post-Punch)	51.00	75.00	112.00	1.75	3.25%
Expedited	67.00	93.00	141.00	1.85	3.25%
Emergency	93.00	147.00	195.00	1.90	3.25%

PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	69.00	87.00	123.00	2.94	3.25%
Regular (Post-Punch)	75.00	93.00	130.00	3.00	3.25%
Expedited	102.00	127.00	187.00	3.15	3.25%
Emergency	142.00	177.00	237.00	3.25	3.25%

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable		5.34	7.70	
5' Patch Cable		5.94	8.88	
7' Patch Cable		6.84	9.60	
10' Patch Cable		7.75	11.10	
Custom (by foot)	5.90	6.45	9.50	
66 Block (Cat 5e)		25.00		
66 Block Cat 5e w/Connector		45.00		
5' Amphenol Cable (25 Pr)	22.50			
10' Amphenol cable (25 Pr)	26.50			
20' Amphenol Cable (25 Pr)	35.00			
24 Port Patch Panel (Modular)		165.00	265.00	
24 Port Patch Panel		175.00	265.00	
48 Port Patch Panel		325.00	450.00	
110 Wiring Blocks (100 Pr)	65.00			
Cross Connect Wire 24 AGW			70.00	
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			195.00	

AUDIO, VIDEO & ALARM

CABLE TYPE	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connectors (NP)	OTHER
RG-6 Coaxial Cable	123.00	58.00	591.00	123.00	142.00	73.00	
RG-59 Coaxial Cable	128.00	6300	29100	123.00	144.00	74.00	
RG-59/18-2 Combo Cable	163.00	78.00	670.00	250.00	172.00	88.00	
Digital Coaxial Cable	173.00	94.00	742.00	274.00	193.00	104.00	
18/2 Speaker Cable	109.00	40.00	140.00	95.00	119.00	50.00	
18/2 Security Cable	70.00	45.00	190.00	125.00			
22/4 Security Cable	75.00	50.00	195.00	135.00			

Other							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	1.77	1.92	2.35	2.55	3.25	25.00 EA	3.58	1.90
12 Strand	2.65	2.75	2.99	3.25	4.29	25.00 EA	3.58	1.90
24 Strand	4.30	4.87	4.35	4.70	6.55	25.00 EA	3.58	1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.15	2.30	2.35	2.55	3.25	25.00 EA	3.68	1.95
12 Strand	3.25	2.65	3.08	3.35	4.39	25.00 EA	3.68	1.95
24 Strand	4.35	4.95	4.40	4.80	6.65	25.00 EA	3.68	1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.20	2.40	2.40	2.65	3.25	25.00 EA	3.75	2.00
12 Strand	3.30	3.75	3.15	3.35	4.45	25.00 EA	3.75	2.00
24 Strand	4.40	5.05	4.45	4.95	6.70	25.00 EA	3.75	2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	2.50	2.60	2.50	2.75	3.35	25.00 EA	3.80	2.10
12 Strand	3.60	3.85	3.25	3.45	4.55	25.00 EA	3.80	2.10
24 Strand	4.70	5.15	4.55	5.05	6.80	25.00 EA	3.80	2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	21.50	29.50	29.50	35.50	42.50
3m Patch	25.00	31.45	31.45	51.83	47.50

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	30.75	30.75	45.50	45.50	88.02	201.40
SC	35.50	35.50	92.40	92.40		
LC	71.50	71.50	98.00	98.00		

WALL MOUNT RACKS 18" DEEP	24"	36"	48"
Open Wall Mount Rack	285.00	315.00	390.00
Enclosed/Locking Wall Mount Rack	630.00	728.00	903.00
Labor to Install	100.00	125.00	140.00

WALL MOUNT RACKS 24" DEEP	24"	36"	48"
Open Wall Mount Rack	365.00	420.00	498.00
Enclosed/Locking Wall Mount Rack	680.00	755.00	905.00
Labor to Install	100.00	125.00	140.00

FLOOR MOUNT RACKS

DESCRIPTION	7'	Other
Floor Mount Open Rack Alminum	165.00	
Installation	125.00	
Floor Mount Open Rack 4 –Post Frame (Black)	750.00	
Installation	125.00	
Open Cabinet with Casters (Black)	950.00	
Installation	125.00	
Open Cabinet with Side Panels Only (Black)	1310.00	
Installation	125.00	
Cabinet with Side Panels and Front and Back Locking Doors	1590.00	
Installation	125.00	
Ladder Rack Assembly 10' Sections & Hardware	180.00	
Installation	100.00	
Vertical Cable Management for Open Floor Mount Rack	225.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	130.00	
Fan/Filter Kit for Enclosed Floor Mount Cabinet	591.00	

UPS

Description	Tower	Rack Mount	Other
500	138.00		
750	231.00	481.00	
1000	261.00	642.00	
1200	265.00	660.00	
1500	371.00	767.00	
1750	385.00	780.00	
2000	1345.00	1052.00	
3000	1783.00	1302.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	3.75
Cable Support Saddles	15.75
D-Rings	7.50
Wire Mold Raceway	4.00 per foot
Wire Mold Boxes	7.90
Wire Mold Clips	1.25
Low Voltage Single Gang Box	5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	65.00
Fire Wall Penetrations	45.00
Asbestos Penetration	125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASHPALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	
Regular	2.50	4.56	1.75	3.50	19.50	24.50	800.00	1100.00	
Expedited	3.33	5.28	2.70	4.20	32.50	39.00	950.00	1300.00	
Emergency	4.00	6.00	3.60	5.04	43.20	52.80	1200.00	1600.00	
Long Bend Elbows	45.00	70.00							
Regular Elbows	22.50	35.00							
LB ACCESS FITTINGS	18.50	25.00							

Trenching 3' deep by 4" wide

SERVICE CALL/TROUBLE SHOOTING
Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUDIO/VIDEO	OTHER
Regular Hours	65.00	65.00	65.00	75.00	75.00	
After Hours/Holiday	97.50	97.50	97.50	112.50	112.50	
Expedited	97.50	97.50	97.50	112.50	112.50	
Emergency	97.50	97.50	97.50	112.50	112.50	

ETHERNET-ENABLE CONTROLLERS
(Power over Ethernet)

Description	Price Per Unit	Installation & Programming		
INTEGRAL Intelli-m 4 Control Module Kit	2340.00	400.00		
INTEGRAL Intelli-m Single Control Module Kit	787.00	150.00		
INTEGRAL Single Module Add-on Kit	589.00	100.00		
Proximity Reader	120.00	50.00		

Electric Door Strike (Wood)	**125.00**	**100.00**		
Electric Door Strike (Metal)	**250.00**	**125.00**	**(OTHER HES 9600) 586.00**	**125.00 Installation**
Electromagnetic Lock	**175.00**	**125.00**		
Request to Exit Buttons	**55.00**	**25.00**		
12/24 Power Supply	**195.00**	**100.00**		

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____ ONE YEAR

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED

List test equipment to comply with testing requirements

Copper	**Fluke Omni Scan**	**Ideal Singal Tek**	
Fiber	**Fluke Omni Scan**	**Ideal Singal Tek**	

THE ABOVE ITEMS ARE THE "BEST AND FINAL OFFER" FPR NO: 2008-277-07-30 VYG-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

MIKE LOPEZ, Project Manager-Estimator 8/27/08 **Date**

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 1/23/09

PRODUCER
ACCESS INSURANCE AGENCY
5125 S HWY 281 #4
EDINBURG TX 78539
956-702-9002

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
LEONEL J LOPEZ SR
STARR TELECOMMUNICATIONS ETC LLC
304 W VERTERANS BLVD
PALMVIEW TX 78572

INSURERS AFFORDING COVERAGE
INSURER A: LLOYDS OF LONDON
INSURER B: PROGRESSIVE
INSURER C: TEXAS MUTUAL INSURANCE
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 LTR	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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	EGOQH-F	01/19/09	01/19/10	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	05261746-0	01/09/09	01/09/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Q0009983533	01/24/09	01/24/10	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER:

HIDALGO COUNTY
ATTN; PRISCILLA
FAX# 956-292-7612

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

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

3. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Administration
Building:
a) General status report by project architect (when necessary) or purchasing department
b) other related items

NO ACTION taken on this item.

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
c) Emergency situations occurring since last agenda meeting

NO ACTION taken on this item.

5. **A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On- line Research Services for Hidalgo County with Lexis Nexis.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with
Lexis Nexis including but not limited to the following Hidalgo County department(s):
1. **Community Supervision & Corrections Department (Adult Probation)**
2. **Criminal District Attorney s Office**
3. **All Judicial Courts**
4. **All Constables**
5. **Hidalgo County JP Technology**
6. **Hidalgo County Clerk**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items #1 thru 6.

6. **Presentation for discussion, acceptance, and approval of the final negotiated contract (contract document form previously approved by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Starr Telecommunications Etc. LLC" for RFP NO: 2008-277-07-30-VYG-CABLI NG-INSTALLATION-TIME-MATERIALS-OTHER SEVICES Project.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-10883 **22.A.6.**

Hidalgo County Cabling Installation Time Materials Other Services.... -Acceptance of BAFO and approval of final contract.

CC REGULAR

Date: 09/02/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

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

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract (contract document form previously approved by legal counsel) including acceptance of the "best and final offer" (BAFO) with "Starr Telecommunications Etc. LLC" for RFP NO: 2008-277-07-30-VYG-CABLING-INSTALLATION-TIME-MATERIALS-OTHER SEVICES Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 08-28-08 $20,678.19

Attachments

Link: RFP Acceptance Sheet/Participatoin Log
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:12 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:37 AM	APRV
4	Auditor's Office	Linda Fong	08/29/2008 09:34 AM	APRV
5	Court Administrator	Angela Garcia	08/29/2008 10:24 AM	APRV

Form Started By: Moises Salazar Started On: 08/27/2008 04:54 PM
Final Approval Date: 08/29/2008

STARR TELECOMMUNICATIONS ETC..
304 W.VETERANS BLVD.
PALMVIEW,TEXAS 78572
956-580-1333
956-519-7859 FAX

FAX

To: Vangie Garcia FROM: Zury Moya

PHONE#(956) 292-1000 Pages: 2

FAX#: (956) 318-2629 DATE 07/08/09

Re: Extension of Contract CC:

Urgent x For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

COMMENT: good morning Mrs Garcia.
Attached you will find a copy of the document you requested.
Hope it has met & exceeded deadline
+Any questions feel free to call the office at the number above or Mr. Manuel Lopez Jr. at (956) 534-3733
thank you Zury Moya

PURCHASING DEPARTMENT
County Of Hidalgo

July 7, 2009

Leonel J. Lopez
Starr Telecommunications Etc. LLC
304 W. Veterans Blvd.
Palmview, Texas 78572

Via Facsimile: lopeznene4990@aol.com
zuri.morin@starrtelecom.com

Re: Extension of Contract No. C-08-277-09-02-Starr Telecommunications Etc. "Hidalgo County-Cabling-Installation-Time-Materials-Other Services"

Dear Mr. Lopez:

Commissioners' Court will take applicable action (Tuesday, July 14, 2009) in connection with the option to extend/renew the one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renew/extension is September 2, 2009 with termination date of September 1, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, July 8, 2009, 10:00 a.m., or sooner, via *facsimile to (956) 956-318-2629* or *email to: evangelina.garcia@co.hidalgo.tx.us*

By: Claudia Castaneda
Contract Manager

Date: 7/8/09

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

AI-16359 **10.R.**

Invoice# 299325 Tedsi Infrastructure Group 3rd Call BCAP Pct. No. 1

CC CONSENT

Date:	07/14/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for the following invoice: Invoice No. 299325 in the amount of $17,047.21 (3rd Call, several colonias) as submitted by project engineer: TEDSI Infrastructure Group.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-XXX-X-334

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

BUDGETARY IMPACT:

P.O. 615985 for Tedsi Infrastructure Group, Inc. - funds available as of 7-9-09 for various Round III BCAP Colonias.

Attachments

Link: Invoice #299325 TEDSI Infrastructure Group

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/08/2009 03:52 PM	APRV
2	Purchasing Department	Marty Salazar	07/08/2009 04:49 PM	APRV
3	Budget & Management	Erika Zamora	07/08/2009 05:02 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/09/2009 09:03 AM	APRV
5	Auditor's Office		07/10/2009 05:05 PM	NEW

Form Started By: Marcie Jackson Started On: 07/07/2009 09:12 AM

Final Approval Date: 07/10/2009

AI-16359 7/14/09

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: May 31, 2009
TEDSI Invoice No.: 299325
TEDSI Project No.: 2009-1027-01
Invoice Period: May 1, 2009 thru May 31, 2009

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

Contract Amount	Contract Amount Remaining
$189,413.50	**$65,821.19**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	20%	45%	$17,047.21	$38,356.23
Const. Mngt. (CM)	$18,941.35	0%	0%	$0.00	$0.00
Subtotal	$189,413.50			$17,047.21	$123,592.31

TOTAL FEE EARNED:	$123,592.31
LESS PREVIOUSLY INVOICED:	$106,545.10
TOTAL AMOUNT DUE THIS INVOICE:	$17,047.21

REQ# 147098 P.O.#615985
9-1312-431-00-121-XXX-X-334→=$17,047.21

Jose A. Sanchez, P.E.
Project Manager

INVOICE RECEIVED BY: Marie Jackson ON 7/2/09
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 7/2/09

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$5,321.50		$5,321.50	$ 4,695.70	$625.80	51.00%	$ 5,108.51
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$32,235.32		$32,235.32	$ 27,123.05	$5,112.27	75.00%	$ 10,724.91
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$5,836.98		$5,836.98	$ 5,150.32	$686.66	85.00%	$ 1,029.66
3C1080149	Chapa South	South Road	$ 6,074.64	$5,162.44		$5,162.44	$ 4,554.98	$607.46	85.00%	$ 912.20
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$5,092.21		$5,092.21	$ 4,492.72	$599.49	51.00%	$ 4,899.31
3C1080215	De Anda	Pedro St	$ 5,147.76	$2,625.12		$2,625.12	$ 2,316.25	$308.87	51.00%	$ 2,522.64
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,247.56		$8,247.56	$ 7,277.36	$970.20	85.00%	$ 1,454.44
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$9,243.76		$9,243.76	$ 7,562.69	$1,681.07	55.00%	$ 7,566.93
		Montana Dr								
		Mesquite Dr								
[redacted]	McKee 1	Walter Wagers	$ 9,887.06	$8,363.91		$8,363.91	$ 7,380.20	$983.71	85.00%	$ 1,473.17
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$10,335.25		$10,335.25	$ 8,455.07	$1,880.18	55.00%	$ 8,466.51
		Evelyn St								
		Lucille St								
		Alma St								
[redacted]										
[redacted]	[redacted]	[redacted]								
3C1080688	S Palm Garden Estates	Palm Parkway St	$ 3,891.04	$3,305.97		$3,305.97	$ 2,916.87	$389.10	85.00%	$ 585.07
[redacted]	[redacted]	Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$2,873.21		$2,873.21	$ 2,535.30	$337.91	85.00%	$ 505.89
3C1080804	Wes Mer	Jose E Pulido St	$ 7,179.31	$3,658.34		$3,658.34	$ 3,227.58	$430.76	51.00%	$ 3,520.97
3C1080220	Delta West	Esperanza St	$ 28,466.19	$14,652.85		$14,652.85	$ 12,818.82	$1,834.03	51.50%	$ 13,813.34
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$2,637.67		$2,637.67	$ 2,508.39	$129.28	51.00%	$ 2,533.70
			$ 189,413.50	$ 123,592.31	$ -	$123,592.31	$ 106,545.10	$17,047.21		$ 65,821.19

Project Completion

Anticipated Completion Date: April 30, 2010
Extension:
Date Extension was approved in Court:

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez

Signature:
Date: May 31, 2009

Colonia Access Program Director:
Date:

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

TEDSI Invoice No. 299325

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phases	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
SEE ATTACHED INVOICE & SPREADSHEET								
	TOTAL (Or subtotal if more than one page used)	$189,413.50	$170,472.15	$18,941.35	$17,047.21	$123,592.31	65.2500%	$65,821.19

Project Completion

Anticipated Completion Date April 30, 2010

Extensions _____

Date Extension was approved in Court _____

Project Engineer

Name (Print) TEDSI INFRASTRUCTURE GROUP

Signature _____ Date May 31, 2009

Colonia Access Program Director _____ Date _____

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Letter of Transmittal

TO:
Ms. Marcie G. Jackson
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, Texas 78577

DATE: June 30, 2009

REF.: Hidalgo County Border Colonias Access Program - Round III

TEDSI PROJECT NO.: 2009-1027-01

TRANSMITTED:

☒	For Your Use	☐	Please comment	☐	Approved as Noted
☐	As Requested	☐	Reply ASAP	☐	As Noted Below

VIA:

☒	US Mail	☐	Courier	☐	Hand Carry
☐	E-Mail	☐	LoneStar Overnight	☐	FedEx

COPIES	DESCRIPTION
1	Original TEDSI Invoice No.299325
1	Original Engineering Supplemental Invoice Summary
1	Original Schedule of Values
3	CD's of backup for TEDSI Invoice No. 299325
	COPIES FOR: **1) Mr. Agapito Vargas, Border Colonias Access Program**
	2) Hidalgo County Precint No. 1
	3) Hidalgo County Purchasing Department

REMARKS:

By: _____
Jose A. Sanchez, P.E.

If enclosures are not as stated, please notify us.