From: Mike Escaname
To: Monica Badillo
Subject: AI 33522 ATTACHMENT
Date: Friday, August 10, 2012 5:00:34 PM
Attachments: image001.png

Hello Monica,

Please attach this email to AI-33522; Its Josephine's approval.

Thanks,

Mike E.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, August 09, 2012 3:05 PM
To: 'Mike Escaname'
Subject: RE: Request for Review - MOA - Hidalgo County & UT Austin

Mike,

I have highlighted one portion of the attached agreement. The term of the agreement is not clear, so that would be my only suggested revision. Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]

Sent: Wednesday, August 08, 2012 9:41 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: Request for Review - MOA - Hidalgo County & UT Austin

Good morning Josephine:

Just a courtesy reminder:

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, August 02, 2012 1:21 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org; lydia.serna@hchd.org; 'Gloria Salinas' (gloria.salinas@hchd.org)
Subject: Request for Review - MOA - Hidalgo County & UT Austin

Hello Josephine:

We'd appreciate if you can review the attached Memorandum of Agreement and advise whether you approve as to form.

We have an agenda item to present this Agreement to CC on 08/14/12 (AI-33522).

Please let Mr. Olivarez or me know if you have any questions.

Thanks,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221

From: Mona Parras
To: "Monica Badillo"
Cc: "Mona Parras"
Subject: interlocal agreement
Date: Thursday, August 09, 2012 3:06:48 PM

Good Afternoon Monica,

Can you place an item on the agenda…..for the City of Alton –Alton is going to issue bonds for public improvements and the Attorney General's Office has recommended that they make some minor changes to the inter-local –the change must be writing and signed by all Commissioners & Judge…… would like it placed for this coming Tuesday, August14th –closing for bonds is 21st….however, if not possible than for 21st…..

Please advice.

Agenda item should read: Consideration and possible action on a minor change in wording to the Interlocal Agreement between Hidalgo County, the City of Alton and the Alton TIRZ Board to meet the requirements of the Texas Attorney General for the issuance of bonds for public improvements in the City of Alton.

Sincerely,

Dr. Mona Ramirez Parras

Chief Administrator
Hidalgo County Precinct # 3
Ph. 956.585.4509
Cell. 956.827.6172
Fax. 956.205.7012
Email: mona.parras@co.hidalgo.tx.us

AI-33653 **Comm. Court Executive Office 5. B.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of Resolution in Support of Texas Health and Human Services Commission (HHSC) Tier 4 Category which includes Regional Healthcare Partnership Region 5.

BACKGROUND

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 11:13 AM
Erika Zamora	Erika Zamora	08/10/2012 04:29 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Angela Garcia Started On: 08/09/2012 09:47 AM

Final Approval Date: 08/10/2012

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

RESOLUTION IN SUPPORT OF TEXAS HEALTH AND HUMAN SERVICES COMMISSION (HHSC) TIER 4 CATEGORY WHICH INCLUDES REGIONAL HEALTHCARE PARTNERSHIP REGION 5

WHEREAS, the State of Texas requested from the Center for Medicare and Medicaid Services a Medicaid section 1115 (a) Demonstration, entitled "Texas Healthcare Transformation and Quality Improvement Program" whish was approved from December 12, 2011 through September 3, 2016 (the "1115 Waiver");

WHEREAS, the 1115 Waiver has a two-fold purpose: to expand the existing Medicaid managed care programs, STAR AND STAR+PLUS, statewide, and to establish two funding pools that will assist providers with uncompensated care costs, and promote health system transformation;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court opposes any allocation or reallocation of funds from Texas Health and Human Services Commission Tier 4 category regions which includes Regional Healthcare Partnership Regions 5 to other Texas Health and Human Services Commission Tier categories which would create disparities in healthcare of Hidalgo County residents as compared to residents of other regions of the State;

Further Resolved, Hidalgo County opposes the creation of mechanisms reallocating monies from Tier 4 category regions to other regions of the State creating disparities in healthcare of Hidalgo County residents from other residents of the State.

ADOPTED on this 14th day of August, 2012 by the Hidalgo County Commissioners' Court, Edinburg, Texas.

Commissioners' Court of Hidalgo County, Texas

_____

Ramon Garcia
County Judge

_____

Joel Quintanilla
Commissioner Precinct 1

_____

Joe M. Flores
Commissioner Precinct 3

_____

Hector Palacios
Commissioner Precinct 2

_____

Joseph Palacios
Commissioner Precinct 4

AI-33660 **5. C.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders Office:
Approval to advertise/hire for the following position, Administration Assistant I at $22,216.00.

BACKGROUND

Attachments

Adm. Asst. I

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 04:11 PM
Auditor's Office	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Patti Loya Started On: 08/09/2012 01:25 PM

Final Approval Date: 08/10/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Public Defender

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Administrative Asst. I 4/0

☐ NEW POSITION OR REPLACEMENT FOR: Amanda R. Esquivel EMPLOYEE NO 18794/

DEPT NO 085 POSITION/SLOT NO 002

ADVERTISED SALARY: _____ OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached Job Description

WORK LOCATION / HOURS: 100 N. CLOSNER - 5th Floor, Edinburg, TX 78539
Mon - Fri 8 am to 5pm

CONTACT PERSON: Patti Loya EXTENSION / PHONE NO: 292-7040
Ext. 5433

Department Head or Elected Official

8/8/12
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-33684 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Status Update on the Courthouse Portable Building Project and Authority to Proceed as Directed

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 04:45 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Monica Badillo Started On: 08/10/2012 04:34 PM

Final Approval Date: 08/10/2012

AI-33657 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Presentation of the upcoming Hidalgo County Blood Drive by Richard Pinon.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 11:15 AM
Roland Garcia	Rolando Garcia	08/10/2012 08:09 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Angela Garcia Started On: 08/09/2012 11:12 AM

Final Approval Date: 08/10/2012

AI-33668 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by the Farm Service Agency (FSA) on low interest emergency disaster loans due to drought for eligible applicants in Hidalgo County.

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 04:41 PM
Roland Garcia	Rolando Garcia	08/10/2012 11:31 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: SANDRA DELEON Started On: 08/09/2012 04:28 PM

Final Approval Date: 08/10/2012

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

RECEIVED
Aug 1, 2012
COUNTY JUDGE

COMMISSION
CYNTHIA LEON, CHAIR
ADA BROWN
JOHN STEEN
JARIN MARCY BARTH
ALLAN B. POLUNSKY

July 23, 2012

The Honorable Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Dear Judge Garcia:

Governor Perry has asked me to inform you that he has received notice from the U.S. Secretary of Agriculture. Your county has been designated primary or contiguous under Secretarial Designation S3288 and is eligible to apply for low-interest emergency disaster loans due to drought conditions that began January 1, 2012 and are continuing in the state of Texas.

The Secretary has notified the Administrator of the Farm Service Agency (FSA) to immediately make emergency loans available to eligible applicants in your county. Your local FSA office will have the details on this program.

In addition, the Small Business Administration (SBA), in an agreement with the U.S. Department of Agriculture (USDA), provides Economic Injury Disaster Loans to eligible small businesses dependent on farmers and ranchers in counties that have received a disaster declaration from the Secretary of Agriculture.

I have enclosed a copy of the information provided by the USDA and SBA. If you have any questions, please contact Brandon Myers of my staff at 512-424-2431 or brandon.myers@dps.texas.gov.

Sincerely,

W. Nim Kidd, CEM ®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK:bsm

REVIEWED BY JUDGE
DATE 7/12
OTHER
CHIEF OF STAFF

CHELOBIMA
OMEH
RWLG
EXAMINED BY INDEX

AI-33678 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Jaime Longoria **Submitted By:** Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update on Regional Transportation invitation involving TxDot

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 03:31 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Irma Saenz Started On: 08/10/2012 02:35 PM

Final Approval Date: 08/10/2012

AI-33680 **District Attorney 7. A.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: District Attorney Rene Guerra **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney (1100):
1. Approval to create the following full-time positions:

Slot No.	Position Title	Grade
0099	Assistant District Attorney II	14
0100	Administrative Assistant I	04

2. Approval to authorize auto allowance in the amount of $2,000.00 to one (1) Assistant District Attorney II position, slot no. 0099.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funding to be determined.

Attachments

FISCAL NOTE
revised salary schedule
PARs
Job Descriptions

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	08/10/2012 04:30 PM
Budget & Management	Merlen P. Munoz	08/10/2012 04:44 PM
Rosalinda Cantu	Rosie Cantu	08/10/2012 05:05 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Sylvia Solis Started On: 08/10/2012 02:43 PM

Final Approval Date: 08/10/2012

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, August 14, 2012** **Agenda Item:** 33680

Summary of request/proposal:
DISTRICT ATTORNEY (1100):
Approval to create the following full-time positions/allowance(s):

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ASSISTANT DA II	0099	113	14	1	0.00	50,487.00	50,487.00
	(Auto Allowance)		118			0.00	2,000.00	2,000.00
1100	ADMINSTRATIVE ASSISTANT I	0100	113	4	1	0.00	23,385.00	23,385.00
					TOTAL:	0.00	75,872.00	75,872.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-412-00-080-002-0-	113	CRIMINAL DISTRICT ATTORNEY -	REG F/T EMPLOYEES	$28,303.45
2-1100-412-00-080-002-0-	118	CRIMINAL DISTRICT ATTORNEY -	AUTO ALLOWANCE	$766.28
2-1100-412-00-080-002-0-	211	CRIMINAL DISTRICT ATTORNEY -	HEALTH INSURANCE	$3,190.80
2-1100-412-00-080-002-0-	212	CRIMINAL DISTRICT ATTORNEY -	LIFE INSURANCE	$20.68
2-1100-412-00-080-002-0-	220	CRIMINAL DISTRICT ATTORNEY -	FICA	$2,223.83
2-1100-412-00-080-002-0-	230	CRIMINAL DISTRICT ATTORNEY -	RETIREMENT	$2,892.44
2-1100-412-00-080-002-0-	250	CRIMINAL DISTRICT ATTORNEY -	UNEMPLOYMENT COMP	$145.35
2-1100-412-00-080-002-0-	260	CRIMINAL DISTRICT ATTORNEY -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	$37,542.83

2013 Budgetary Impact: $97,986.83

Possible Funding Sources: TO BE DETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

CRIM DA

AI- 33680

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	20	9	$102,549.00	$102,549.00	$102,549.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,449.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	$99,745.00	$99,745.00	$99,745.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	2	$82,921.00	$82,921.00	$82,921.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$88,821.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	$85,725.00	$85,725.00	$86,460.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$90,960.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	$78,303.00	$78,303.00	$78,303.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,495.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$76,795.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$76,200.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$80,460.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,900.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$77,360.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,980.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$77,760.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$72,180.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$75,960.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,091.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$74,391.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$66,634.00	$66,634.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$70,174.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,962.00	$56,962.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,862.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,898.00	$56,898.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,798.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$63,071.00	$63,071.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$66,611.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$67,536.00	$67,536.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$70,356.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$49,159.00	$49,159.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,059.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,043.00	$61,043.00	$1,920.00	$0.00	$10,035.00	$900.00	$0.00	$73,898.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,011.00	$61,011.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$64,551.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,488.00	$59,488.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$62,788.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,620.00	$50,620.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,520.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$900.00	$0.00	$56,688.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,015.00	$59,140.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$61,720.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$56,896.00	$56,896.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$59,476.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

CRIM DA

AI- 33680

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$54,890.00	$54,891.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,311.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$58,220.00	$58,220.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$59,900.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$58,020.00	$58,100.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$60,680.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$55,884.00	$55,884.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$58,464.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,487.00	$50,487.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$56,187.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,675.00	$47,675.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,575.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$51,743.00	$51,743.00	$900.00	$0.00	$0.00	$3,600.00	$0.00	$56,243.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,913.00	$47,913.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,813.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$46,119.00	$46,119.00	$0.00	$0.00	$0.00	$900.00	$0.00	$47,019.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,948.00	$48,948.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,848.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,318.17	$0.00	$0.00	$900.00	$0.00	$56,521.17
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,816.00	$48,816.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,716.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,876.00	$48,876.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,776.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,952.00	$48,952.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$53,974.00
0050	111	CRIMINAL DISTRICT ATTORNEY				$48,654.00	$48,654.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,352.00	$47,352.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,252.00
0052	113	ACCOUNTANT IV	14	2	$52,254.00	$47,227.00	$47,227.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$48,427.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$44,908.00	$45,531.00	$360.00	$0.00	$0.00	$0.00	$0.00	$45,891.00
0055	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$43,322.00	$43,322.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,582.00
0056	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$40,742.00	$41,168.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$43,148.00
0057	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$37,902.00
0058	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$37,722.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,452.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,932.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,365.00	$33,365.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,965.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,583.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$900.00	$0.00	$0.00	$0.00	$0.00	$34,223.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$32,255.00	$32,255.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,975.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

CRIM DA

AI- 33680

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,280.00	$31,328.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,688.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,179.00	$31,179.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,139.00
0069	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$27,045.00	$27,045.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,585.00
0071	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$26,080.00	$26,080.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$25,116.00	$25,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$24,278.00	$24,300.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,192.00	$24,220.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,580.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$23,279.00	$23,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,860.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$19,054.00	$19,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,054.00
0082	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0084	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0086	113	CLERK II	3	0	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0088	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$900.00	$0.00	$69,587.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$927.54	$0.00	$0.00	$900.00	$0.00	$60,715.54
0091	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$73,427.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$0.00
0095	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$45,977.00	$45,977.00	$0.00	$0.00	$0.00	$900.00	$0.00	$46,877.00
0096	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$60,988.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0

CRIM DA

AI- 33680

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0098	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$49,629.00	$49,629.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$54,369.00
		APPROVAL TO CREATE POSITION AND AUTHORIZE AUTO ALLOWANCE :											
0099	**113**	**ASSISTANT DISTRICT ATTORNEY II**	**14**	**1**	**$50,487.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,000.00**	**$0.00**	**$900.00**
		CREATE THE FOLLOWING:											
0100	**113**	**ADMINISTRATIVE ASSISTANT I**	**4**	**1**	**$23,385.00**	**$23,385.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$4,828,419.00	$4,571,013.00	$4,482,859.00	$111,385.71	$0.00	$14,157.00	$61,300.00	$0.00	$4,667,701.71

Approval to create the above highlighted positions and authorize auto allowance for position no. 0099.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY (080-002) DATE: 8/10/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0100

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: GRADE 1/ STEP 1

$ 0.00 Current G&S/ Budgeted Salary $ 23,385.00 Proposed G&S/ Budgeted Salary $ 23,385.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

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

POSITION IS NEEDED TO ATTEMPT TO COLLECT THE JUSTICE OF THE PEACE FINES AND PROBATION FEES THAT ARE CURRENTLY OUTSTANDING AND DUED TO THE COUNTY.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Homer Vasquez DEPARTMENT HEAD	8/10/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/10/2012 Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[✓] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DISTRICT ATTORNEY (080-002) DATE: 8/10/2012

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0099

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: GRADE 14/ STEP 1

$ 0.00	$ 50,487.00	$ 50,487.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Allowance Amount:

$ 0.00	$ 2,000.00	$ 2,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:
Exempt [X]
Non-Exempt [ ]

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

POSITION IS NEEDED TO ATTEMPT TO COLLECT THE JUSTICE OF THE PEACE FINES AND PROBATION FEES THAT ARE CURRENTLY OUTSTANDING AND DUED TO THE COUNTY.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Homero Vasquez DEPARTMENT HEAD	8/10/12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/10/2012 Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[X] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

ASSISTANT DISTRICT ATTORNEY II

GRADE: 14

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law preferred. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ADMINISTRATIVE ASSISTANT I

GRADE: 04

GENERAL DESCRIPTION

Employee performs entry-level administrative support or technical program work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, edits, and distributes correspondence, reports, forms, and documents

Maintains files and records

Performs data entry

Assists in compiling statistical data and preparing various charts, graphs, and written summaries

May receive and review forms and applications for completeness of information

May interpret and explain rules, regulations, policies, and procedures

May review applications for agency services to ensure forms are filled out completely and accurately

May review and route mail

May provide assistance answering phone calls, routing incoming calls, taking messages, greeting visitors, and directing them to the appropriate staff

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in clerical work or administrative support work; Graduation from a standard senior high school or equivalent is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to communicate effectively

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-33455 **Sheriff's Office 8. A.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff's Office (1100):

1. Approval to delete the following full-time position:

Slot #	Position Title	Grade
0009	Chief Administrator	18

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. (Cost Savings)

Attachments

PAR

Fiscal Note

Revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 09:14 AM
Sylvia Solis	Sylvia Solis	07/27/2012 01:51 PM
Rosalinda Cantu	Rosie Cantu	07/27/2012 03:25 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Sylvia Rios Started On: 07/26/2012 04:51 PM

Final Approval Date: 08/10/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 12 2012
Human Resources

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280-001) DATE: 7/10/2012

CURRENT POSITION TITLE: CHIEF ADMINISTRATOR CURRENT SLOT #: 001-009

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE POSITION

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

POSITION SALARY REQUEST:

Salary Amount: (Grade 18/Step 1)

$ 68,687.00	$ 0.00	$ (68,687.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[X]
Non-Exempt	[ ]	Non-Exempt	[ ]
N/A	[ ]		

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

Position will be deleted.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-12-12 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	07-12-12 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07/27/2012 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, July 31, 2012** **Agenda Item:** 33455

Summary of request/proposal:
SHERIFF'S (1100):
Approval to delete the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CHIEF ADMINISTRATOR	0009	113	68,687.00 Grade 18, Step 1	0.00	(68,687.00)
			TOTAL:	68,687.00	0.00	(68,687.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-421-00-280-001-0-	113	SHERIFF -	REG F/T EMPLOYEES	($28,948.54)
2-1100-421-00-280-001-0-	211	SHERIFF -	HEALTH INSURANCE	($1,754.94)
2-1100-421-00-280-001-0-	212	SHERIFF -	LIFE INSURANCE	($11.38)
2-1100-421-00-280-001-0-	220	SHERIFF -	FICA	($2,214.56)
2-1100-421-00-280-001-0-	230	SHERIFF -	RETIREMENT	($2,880.38)
2-1100-421-00-280-001-0-	250	SHERIFF -	UNEMPLOYMENT COMP	($144.74)
2-1100-421-00-280-001-0-	260	SHERIFF -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($35,954.54)

2013 Budgetary Impact: ($85,310.36)

Possible Funding Sources: NO BUDGETARY IMPACT (COST SAVINGS)

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF				$136,500.00	$136,500.00	$0.00	$0.00	$3,600.00	$0.00	$500.00	$140,600.00
0003	113	DIVISION COMMANDER				$75,000.00	$75,000.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$78,620.00
0004	113	DIVISION COMMANDER				$75,000.00	$75,000.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$78,560.00
0005	113	CAPTAIN				$65,000.00	$65,000.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$68,680.00
0006	113	CAPTAIN				$65,000.00	$65,000.00	$1,320.00	$0.00	$1,800.00	$0.00	$500.00	$68,620.00
0007	113	CAPTAIN				$65,000.00	$65,000.00	$1,380.00	$0.00	$1,800.00	$0.00	$500.00	$68,680.00
0008	113	CAPTAIN				$65,000.00	$65,000.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$67,720.00
		DELETE THE FOLLOWING POSITION:											
~~0009~~	~~113~~	~~CHIEF ADMINISTRATOR~~	~~18~~	~~1~~	~~$68,687.00~~	~~$68,687.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0010	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,800.00	$0.00	$3,300.00	$0.00	$0.00	$59,280.00
0011	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,560.00	$0.00	$1,800.00	$0.00	$0.00	$57,540.00
0012	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$1,020.00	$0.00	$3,000.00	$0.00	$500.00	$56,868.00
0013	113	LIEUTENANT STEP III				$54,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$1,020.00	$0.00	$1,200.00	$0.00	$500.00	$55,068.00
0015	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$720.00	$0.00	$3,300.00	$0.00	$0.00	$56,368.00
0016	113	INFORMATION TECHNOLOGY MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$500.00	$55,026.00
0018	113	LIEUTENANT STEP II				$52,348.00	$52,348.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$54,928.00
0019	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,620.00	$0.00	$1,800.00	$0.00	$500.00	$58,100.00
0020	113	LIEUTENANT STEP III				$54,180.00	$54,180.00	$1,020.00	$0.00	$1,200.00	$0.00	$500.00	$56,900.00
0021	113	ACCOUNTANT III	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0022	113	SERGEANT STEP II				$47,589.00	$47,589.00	$960.00	$0.00	$1,800.00	$0.00	$500.00	$50,849.00
0023	113	SERGEANT STEP I				$45,980.00	$45,980.00	$1,020.00	$0.00	$1,200.00	$0.00	$0.00	$48,200.00
0024	113	SERGEANT STEP I				$45,980.00	$45,980.00	$600.00	$0.00	$600.00	$0.00	$500.00	$47,680.00
0025	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,320.00	$0.00	$1,800.00	$0.00	$0.00	$52,375.00
0026	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$1,800.00	$0.00	$500.00	$50,669.00
0027	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$49,569.00
0028	113	SERGEANT STEP II				$47,589.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0029	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$52,815.00
0030	113	SERGEANT STEP III				$49,255.00	$49,255.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$51,835.00
0031	113	SERGEANT STEP III				$49,255.00	$49,255.00	$720.00	$0.00	$1,200.00	$0.00	$500.00	$51,675.00
0032	113	SERGEANT STEP I				$45,980.00	$45,980.00	$240.00	$0.00	$1,200.00	$0.00	$500.00	$47,920.00
0033	113	SERGEANT STEP III				$49,255.00	$49,255.00	$660.00	$0.00	$600.00	$0.00	$0.00	$50,515.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	13	1	$46,747.00	$46,747.00	$46,747.00	$1,560.00	$0.00	$0.00	$0.00	$500.00	$48,807.00
0035	113	SERGEANT STEP I				$45,980.00	$45,980.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$47,960.00
0036	113	SERGEANT STEP II				$47,589.00	$47,589.00	$1,320.00	$0.00	$1,800.00	$0.00	$0.00	$50,709.00
0037	113	SERGEANT STEP I				$45,980.00	$45,980.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$48,500.00
0038	113	SERGEANT STEP III				$49,255.00	$49,255.00	$1,020.00	$0.00	$1,200.00	$0.00	$500.00	$51,975.00
0039	113	SERGEANT STEP I				$45,980.00	$45,980.00	$360.00	$0.00	$1,200.00	$0.00	$500.00	$48,040.00
0040	113	SERGEANT STEP I				$45,980.00	$45,980.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$47,480.00
0041	113	SERGEANT STEP II				$47,589.00	$47,589.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$49,569.00
0042	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$660.00	$0.00	$0.00	$0.00	$500.00	$45,959.00
0043	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$660.00	$0.00	$0.00	$0.00	$500.00	$45,959.00
0044	113	CRIME SCENE SPECIALIST	12	2	$44,799.00	$44,799.00	$44,799.00	$600.00	$0.00	$0.00	$0.00	$500.00	$45,899.00
0045	113	MECHANIC V	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0046	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,740.00	$0.00	$3,900.00	$0.00	$0.00	$50,417.00
0047	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$50,677.00
0048	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,680.00	$0.00	$3,900.00	$0.00	$500.00	$50,857.00
0049	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$3,600.00	$0.00	$0.00	$47,343.00
0050	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,560.00	$0.00	$3,900.00	$0.00	$0.00	$50,237.00
0051	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,020.00	$0.00	$3,600.00	$0.00	$0.00	$49,397.00
0052	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,500.00	$0.00	$1,800.00	$0.00	$0.00	$48,077.00
0053	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$49,717.00
0054	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,080.00	$0.00	$3,300.00	$0.00	$500.00	$49,657.00
0055	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,560.00	$0.00	$3,600.00	$0.00	$500.00	$50,437.00
0056	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$37,800.00
0057	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$49,357.00
0058	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$40,840.00
0059	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$49,357.00
0060	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$39,680.00
0061	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$47,603.00
0062	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$39,740.00
0063	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0064	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0065	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0066	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$2,700.00	$0.00	$0.00	$48,257.00
0067	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,803.00
0068	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0069	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0070	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0071	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$38,660.00
0072	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0073	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0074	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	SENIOR DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0076	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0077	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$48,637.00
0078	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0079	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,140.00	$0.00	$3,300.00	$0.00	$500.00	$49,717.00
0080	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$600.00	$0.00	$0.00	$0.00	$0.00	$37,080.00
0081	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0082	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$840.00	$0.00	$2,100.00	$0.00	$500.00	$48,217.00
0083	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$49,357.00
0084	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$48,097.00
0086	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0087	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$42,170.00
0088	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$49,237.00
0089	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$840.00	$0.00	$3,300.00	$0.00	$0.00	$48,917.00
0090	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,977.00
0091	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,977.00
0092	113	DEPUTY SHERIFF				$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0093	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0094	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$48,857.00
0095	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$2,700.00	$0.00	$500.00	$48,697.00
0096	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0097	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0098	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,320.00	$0.00	$1,200.00	$0.00	$0.00	$47,297.00
0099	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,440.00	$0.00	$1,200.00	$0.00	$0.00	$47,417.00
0100	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$60.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0101	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,560.00	$0.00	$1,200.00	$0.00	$0.00	$47,537.00
0102	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$1,020.00	$0.00	$3,900.00	$0.00	$500.00	$50,197.00
0103	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0104	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$47,297.00
0105	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$46,637.00
0106	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$3,000.00	$0.00	$0.00	$48,557.00
0107	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$780.00	$0.00	$1,800.00	$0.00	$0.00	$47,357.00
0108	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0109	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0110	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$540.00	$0.00	$0.00	$0.00	$0.00	$37,020.00
0111	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$5,100.00	$0.00	$0.00	$48,903.00
0112	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$1,200.00	$0.00	$0.00	$39,380.00
0113	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0114	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$49,297.00
0115	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$47,663.00
0116	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$40,960.00
0117	113	SR. DEPUTY SHERIFF STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$1,200.00	$0.00	$0.00	$46,697.00
0118	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$46,863.00
0119	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$45,063.00
0120	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0121	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$4,200.00	$0.00	$500.00	$46,860.00
0122	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,700.00	$0.00	$500.00	$47,003.00
0123	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$1,560.00	$0.00	$3,900.00	$0.00	$0.00	$48,723.00
0124	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$46,463.00
0125	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$840.00	$0.00	$600.00	$0.00	$0.00	$44,703.00
0126	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0127	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0128	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0129	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0130	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$3,300.00	$0.00	$500.00	$47,603.00
0131	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$47,723.00
0132	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$1,800.00	$0.00	$500.00	$46,163.00
0133	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,700.00	$0.00	$0.00	$46,563.00
0134	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$47,783.00
0135	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0136	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$47,663.00
0137	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$1,800.00	$0.00	$0.00	$45,663.00
0138	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$40,960.00
0139	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0140	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$3,000.00	$0.00	$0.00	$46,743.00
0141	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0142	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$0.00	$40,280.00
0143	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0144	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0145	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0146	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$45,243.00
0147	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0148	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$41,080.00
0149	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$60.00	$0.00	$0.00	$0.00	$0.00	$36,540.00
0150	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0151	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00
0152	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$45,423.00
0153	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$3,600.00	$0.00	$0.00	$47,223.00
0154	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$46,583.00
0155	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$480.00	$0.00	$0.00	$0.00	$0.00	$36,960.00
0156	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0157	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$47,423.00
0158	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$46,463.00
0159	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$600.00	$0.00	$600.00	$0.00	$0.00	$44,463.00
0160	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$45,423.00
0161	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0162	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$45,903.00
0163	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,803.00
0164	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$600.00	$0.00	$0.00	$44,403.00
0165	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$45,843.00
0166	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0167	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,743.00
0168	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,283.00
0169	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$660.00	$0.00	$2,700.00	$0.00	$500.00	$47,123.00
0170	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00
0171	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$46,343.00
0172	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$40,100.00
0173	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0174	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$39,500.00
0175	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,540.00
0176	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$45,003.00
0177	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$46,923.00
0178	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$360.00	$0.00	$2,700.00	$0.00	$500.00	$46,823.00
0179	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$1,800.00	$0.00	$500.00	$40,660.00
0180	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$3,600.00	$0.00	$500.00	$42,340.00
0181	113	ACCOUNTANT II	10	4	$41,006.00	$41,006.00	$41,006.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$42,686.00
0182	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$840.00	$0.00	$0.00	$0.00	$0.00	$40,780.00
0183	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,940.00
0184	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,420.00
0185	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$600.00	$0.00	$0.00	$0.00	$0.00	$40,540.00
0186	113	MECHANIC IV	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0187	113	MECHANIC IV	10	3	$39,707.00	$39,707.00	$39,940.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,300.00
0188	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0189	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$120.00	$0.00	$0.00	$0.00	$0.00	$38,120.00
0190	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$45,960.00
0191	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$3,600.00	$0.00	$500.00	$46,260.00
0192	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0193	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0194	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$40,780.00
0195	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$3,300.00	$0.00	$500.00	$43,370.00
0196	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0197	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$3,600.00	$0.00	$500.00	$43,730.00
0198	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$3,300.00	$0.00	$500.00	$45,960.00
0199	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$600.00	$0.00	$3,300.00	$0.00	$500.00	$42,400.00
0200	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$40,830.00
0201	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0202	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$41,430.00
0203	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$180.00	$0.00	$0.00	$0.00	$0.00	$36,660.00
0204	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$43,910.00
0205	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$600.00	$0.00	$0.00	$39,080.00
0206	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0207	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,630.00
0208	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$43,960.00
0209	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$44,940.00
0210	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$44,700.00
0211	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0212	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$0.00	$0.00	$0.00	$42,340.00
0213	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0214	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$44,020.00
0215	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0216	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0217	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0218	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0219	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$44,140.00
0220	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$41,430.00
0221	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$41,140.00
0222	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,100.00
0223	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$180.00	$0.00	$0.00	$0.00	$0.00	$38,180.00
0224	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$420.00	$0.00	$0.00	$0.00	$0.00	$36,900.00
0225	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$3,300.00	$0.00	$500.00	$43,430.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0226	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0227	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0228	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$41,080.00
0229	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$660.00	$0.00	$0.00	$0.00	$0.00	$38,660.00
0230	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,630.00
0231	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$120.00	$0.00	$0.00	$0.00	$0.00	$36,600.00
0232	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$3,000.00	$0.00	$500.00	$43,130.00
0233	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$41,430.00
0234	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$1,200.00	$0.00	$0.00	$39,740.00
0235	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0236	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,420.00
0237	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0238	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0239	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$540.00	$0.00	$0.00	$0.00	$0.00	$38,540.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	$35,563.00	$35,563.00	$35,563.00	$480.00	$0.00	$0.00	$0.00	$500.00	$36,543.00
0241	113	EVIDENCE TECHNICIAN	9	1	$34,360.00	$34,360.00	$34,834.00	$720.00	$0.00	$0.00	$0.00	$500.00	$36,054.00
0242	113	EVIDENCE TECHNICIAN	9	1	$34,360.00	$34,360.00	$34,834.00	$480.00	$0.00	$0.00	$0.00	$500.00	$35,814.00
0243	113	HUMAN RESOURCES SPECIALIST II	8	2	$32,929.00	$32,929.00	$33,141.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,621.00
0244	113	COMMUNICATIONS SUPERVISOR	9	1	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0246	113	COMMUNICATIONS SUPERVISOR	9	1	$34,360.00	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,360.00
0247	113	QUARTER MASTER	8	1	$31,815.00	$31,815.00	$31,815.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,475.00
0248	113	ADMINISTRATIVE ASSISTANT III	8	2	$32,929.00	$32,929.00	$33,075.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,335.00
0249	113	ACCOUNTANT I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00
0250	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0251	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0252	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0253	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0254	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0255	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0256	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0257	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0258	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0259	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0260	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0261	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0262	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0263	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,029.00
0264	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,489.00
0265	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0266	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0267	113	COMMUNICATIONS OFFICER	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
0268	113	COMMUNICATIONS OFFICER	7	0	$27,985.00	$27,985.00	$27,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,985.00
0269	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0270	113	COMMUNICATIONS OFFICER	7	2	$30,489.00	$30,489.00	$30,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,969.00
0272	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$31,096.00	$31,096.00	$660.00	$0.00	$0.00	$0.00	$500.00	$32,256.00
0273	113	ASSISTANT QUARTER MASTER	7	1	$29,458.00	$29,458.00	$29,458.00	$660.00	$0.00	$0.00	$0.00	$0.00	$30,118.00
0274	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,057.00
0275	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,577.00
0276	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,937.00
0277	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,577.00
0278	113	ADMINISTRATIVE ASSISTANT I	4	5	$26,657.00	$26,657.00	$26,737.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,057.00
0279	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0280	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,984.00
0281	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0282	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,384.00
0284	113	ADMINISTRATIVE ASSISTANT I	4	4	$25,839.00	$25,839.00	$26,084.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,564.00
0285	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0287	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0288	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,381.00
0289	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0290	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,381.00
0291	113	ADMINISTRATIVE ASSISTANT I	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
0292	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0293	113	ADMINISTRATIVE ASSISTANT I	4	3	$25,021.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0294	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0295	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0296	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0297	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0327	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0328	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$44,943.00
0329	113	SR. DEPUTY SHERIFF STEP II				$43,263.00	$43,263.00	$420.00	$0.00	$600.00	$0.00	$0.00	$44,283.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	$35,563.00	$35,563.00	$35,563.00	$360.00	$0.00	$0.00	$0.00	$500.00	$36,423.00
0331	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$40,400.00
0332	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$0.00	$0.00	$0.00	$38,240.00
0333	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$40,900.00
0334	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$2,100.00	$0.00	$0.00	$40,340.00
0335	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,300.00
0336	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$240.00	$0.00	$3,300.00	$0.00	$500.00	$42,040.00
0337	113	DEPUTY SHERIFF STEP II				$39,330.00	$39,330.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,570.00
0338	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$60.00	$0.00	$0.00	$0.00	$0.00	$38,060.00
0339	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$44,440.00
0340	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$44,820.00
0341	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$420.00	$0.00	$0.00	$0.00	$0.00	$42,220.00
0342	113	DEPUTY SHERIFF				$36,480.00	$36,480.00	$540.00	$0.00	$0.00	$0.00	$0.00	$37,020.00
0343	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$44,940.00
0344	113	SR. DEPUTY SHERIFF STEP I				$41,800.00	$41,800.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$44,880.00
0345	113	DEPUTY SHERIFF STEP I				$38,000.00	$38,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,360.00
0346	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,236.00
0347	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,176.00
A348	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
A349	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
A351	113	DEPUTY SHERIFF	0	0	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$0.00
A352	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
A353	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A354	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-280-001-0

SHERIFF

AI- 33455

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
A355	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$0.00
A356	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
A357	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
A358	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$300.00	$0.00	$1,200.00	$0.00	$0.00	$0.00
A359	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
A360	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00	$0.00	$0.00	$0.00
0361	113	BUDGET MANAGER II	17	1	$63,599.00	$63,599.00	$63,599.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$65,459.00
0362	113	PROCUREMENT SPECIALIST	12	1	$43,284.00	$43,284.00	$43,284.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,884.00
0363	113	COMMUNICATIONS SUPERVISOR	9	1	$34,360.00	$34,360.00	$34,360.00	$660.00	$0.00	$0.00	$0.00	$0.00	$35,020.00
0364	113	CRIME VICTIM LIASON	10	2	$38,408.00	$38,408.00	$38,411.00	$720.00	$0.00	$0.00	$0.00	$0.00	$39,131.00
0365	113	CAPTAIN	0	0	$0.00	$65,000.00	$65,000.00	$1,560.00	$0.00	$1,800.00	$0.00	$500.00	$68,860.00
0366	113	CAPTAIN	0	0	$0.00	$65,000.00	$65,000.00	$960.00	$0.00	$1,800.00	$0.00	$500.00	$68,260.00
0367	113	CAPTAIN	0	0	$0.00	$65,000.00	$65,000.00	$1,140.00	$0.00	$1,800.00	$0.00	$500.00	$68,440.00
A368	113	DEPUTY SHERIFF STEP I	0	0	$0.00	$0.00	$0.00	$60.00	$0.00	$0.00	$0.00	$0.00	$0.00
0369	113	DIVISION COMMANDER	0	0	$0.00	$75,000.00	$75,000.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$78,740.00
0370	113	CHIEF OF STAFF			$0.00	$75,000.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$2,490,412.00	$13,095,588.00	$12,603,658.00	$170,220.00	$0.00	$390,000.00	$0.00	$54,000.00	$13,212,538.00

Approval to delete the above highlighted full-time position.
All personnel actions pending CC approval.

AI-33535 **Sheriff's Office 8. B.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept a donation from OXY USA, Inc. in the amount of $1,500.00.
2. Authorization and approval to transfer the amount of $1,500.00 to the Sheriff's Budget (Account No. 2-1100-421-00-280-001-0-745).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-745

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

BUDGETARY IMPACT:

Transfer monies to 2-1100-421-00-280-001-0-745

Attachments

notice&check

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/01/2012 04:22 PM
Budget & Management	Merlen P. Munoz	08/03/2012 12:53 PM
Manuel Chapa	Manuel Chapa	08/03/2012 01:41 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Emilia Uriegas Started On: 08/01/2012 03:03 PM

Final Approval Date: 08/10/2012

Oxy USA Inc
P O Box 809050
Dallas, TX 75380

PAYMENT DOCUMENT

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE	CHECK NO.
11-Jul-12	5132668

15056

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
02-Jul-12	15056121000			029577		1,500.00
OCCIDENTAL	PETROLEUM CONTRIBUTION					
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL >			$1,500.00

Oxy USA Inc
P O Box 809050
Dallas, TX 75380

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.
5132668

EXACTLY *One thousand five hundred and 00/100 Dollars*

PAY TO THE ORDER OF:

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE		CHECK AMOUNT
11-Jul-12	US DOLLARS	******$1,500.00

AUTHORIZED SIGNATURE

MP

⑈0005132668⑈ ⑆021309379⑆ 630145720050 9⑈

COPY

OXY USA Inc.
A subsidiary of Occidental Petroleum Corporation

Heather Margain-Martinez
Community Relations
South Texas Business Unit

401 West Dallas Avenue
McAllen, Texas 78501
Phone 956.429.0606 Fax 956.686.8681
heather_margain@oxy.com

Lupe Trevino
Hidalgo County Sheriff Department
711 El Cibolo Rd.
Edinburg, TX 78541

Dear Lupe Trevino,

Oxy USA Inc. is pleased to support the Hidalgo County Sheriff Department. Forthcoming form our accounts payable office will be our contribution check for $1500. Oxy works diligently to be the employer of choice, neighbor of choice and partner of choice, everywhere we operate. We appreciate the important work you do in our community.

To help us comply with federal tax regulations, I ask that you please complete and return the enclosed *Acknowledgement of Contribution* form soon after receiving our check.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Heather Margain

Heather Margain-Martinez
Community Relations

Enclosure

Oxy USA Inc.
A subsidiary of Occidental Petroleum Corporation

ACKNOWLEDGEMENT OF CONTRIBUTION IN 2012

Name / Organization: Hidalgo County Sheriff's Office

Tax ID #: 74-6000717

Date on check: 07 / 11 / 12

Date check was received: 07 / 13 / 12

Total Contribution amount received: $ 1,500.00

Less: goods and services provided: $ -0-

Leaves: portion considered a donation: $ 1,500.00

I hereby acknowledge a monetary contribution from OXY USA Inc.

Name (print): _____ Title: _____

Signature: _____ Date: ____ / ____ / ____

PLEASE SEND TO:

Heather Margain-Martinez
OXY USA Inc
401 W. Dallas Ave.
McAllen, TX 78501
Fax: 956-686-8681
Email: heather_margain@oxy.com

AI-33685 **Constables 9. A.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #1 (1284):
Approval to submit Resolution for the Local Border Security Program FY 2012 (LBSP-12) Grant to the Texas Ranger Division, TX DPS as required by the Grant (grant acceptance was approved by court on 8/7/12)

BACKGROUND

for the period of July 6, 2012 to January 31, 2013

Attachments

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 04:46 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Monica Badillo Started On: 08/10/2012 04:37 PM

Final Approval Date: 08/10/2012

State of Texas

Resolution No._____

County of Hidalgo

Whereas, the County of Hidalgo Constable Department Pct. 1, has the responsibility for public safety in the County of Hidalgo; and

Whereas, There exists illegal, and criminal activity at and the proximity of the County of Hidalgo threatening Border Security; and

Whereas, said Hidalgo County Constable Department is in need of additional resources to combat this illegal and criminal activity; and

Whereas, the County of Hidalgo gives authorization for Constable Department Pct. 1 to submit a grant application to the Texas Department of Public Safety and sign a InterLocal Cooperation Agreement with the Texas Department of Public Safety for the participation of the Hidalgo County Constable Department Pct.. 1 in Operation Border Star.

Whereas The County of Hidalgo acting through the Office of Hidalgo County Constable Department Pct. 1 and its Deputy Constables will work in Operation Border Star increasing border security.

Whereas, The County of Hidalgo authorizes its Finance Director or the Constable to request reimbursements for salaries, fringe benefits and operational costs accumulated by said Deputy Constables pursuant the operation;

Whereas, the county of Hidalgo authorizes its Constable or his designee to submit any and all required performance reports and act as program director for the County of Hidalgo Constable Department Pct. 1.

Now, therefore, be it resolved by the board of commissioners of the County of Hidalgo, Texas:

That the Constable of Hidalgo County Constable Department Pct. 1, Weslaco, Texas, is hereby authorized to submit and accept the grant application and award and further execute any required InterLocal Cooperation Agreement to provide for the participation in said Operation.

The Finance Director or the Constable is hereby authorized to execute requests for reimbursement of salaries, fringe benefits and operational expenses incurred by the said Hidalgo County Constable Department Pct. 1 Deputies as per this operation.

The Constable or his designee is hereby authorized to submit, approve and as signature authority on all performance reports relating to the activities of the operation.

Approved and adopted by the board of commissioners of the County of Hidalgo, Texas on this day of _____, August 2012, A.D.

County of Hidalgo

_____

Ramon Garcia, County Judge

Attest:

_____

Arturo Guajardo Jr., County Clerk

AI-33614 **Health & Human Services Dept. 10. B.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting authorization to submit the renewal grant application for the Prenatal FY 13 grant in the amount of $165,909.00 for the period of 09/01/12 to 08/31/13.

2. Requesting authorization to submit the renewal grant application for the Child Health FY 13 grant in the amount of $34,833.00 for the period of 09/01/12 to 08/31/13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-052-3-xxx

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

BUDGETARY IMPACT:

Prenatal funding; No local matching funds required.

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-051-3-xxx

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

BUDGETARY IMPACT:

Child Health funding; No local matching funds required.

Attachments

Prenatal FY 13 Info

Child Health FY 13 Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 07:59 AM
Manuel Chapa	Manuel Chapa	08/09/2012 02:46 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Mike Escaname Started On: 08/07/2012 03:10 PM

Final Approval Date: 08/10/2012

From: "Bourda,Michael (DSHS)" <Michael.Bourda@dshs.state.tx.us>
To: "'eddie.olivarez@hchd.org'" <eddie.olivarez@hchd.org>, "'lydia.serna@hchd.org'" <lydia.serna@hchd.org>
Cc: "Torres,Leroy (DSHS)" <Leroy.Torres@dshs.state.tx.us>
Subject: FY13 Prenatal & Prenatal/Post-Partum Dental Renewal Application - Hidalgo Co HD
Date: 8/7/2012 1:56:00 PM

Re: Hidalgo Co Health Department

Good afternoon,

The Department of State Health Services (DSHS) has received approval of the funding allocation for the FY13 Child Health and Dental contracts that will begin on September 1, 2012 and continue through August 31, 2013.

Your contract award is:

Prenatal Services Amount	Prenatal / Post-Partum Dental	Total
$165,909	**$0**	**$165,909**

At least 30% of these funds must be requested and reimbursed for services to persons up to age 21. No more than 70% of these funds may be requested and reimbursed for services to persons 22 and older.

The FY2013 Prenatal and Prenatal/Post-Partum Dental Renewal Application and Reimbursement Worksheets are available on-line at: http:// http://www.dshs.state.tx.us/chscontracts/default.shtm

Please complete and submit the renewal application, using your approved award amount, by 5:00 pm, CDT, Tuesday, August 14, 2012. These documents should be sent to cdsb@dshs.state.tx.us. Failure to submit a renewal application could result in termination of the contract at conclusion of this current fiscal year (August 31, 2012).

If you have questions about the contract renewal application, please contact your contract manager:

Region	Contract Manager	Email Address	Phone
Regions 1, 4/5N, 9/10	Michael Bourda	Michael.bourda@dshs.state.tx.us	512/776-3028
Regions 2/3, 7	Bill Walsh	William.walsh@dshs.state.tx.us	512/776-6613
Regions 6/5S, 8,11	Leroy Torres	Leroy.torres@dshs.state.tx.us	512/776-3038

Sincerely,

Performance Management Unit
Community Health Services Section

Mike Escaname

From: Lydia Serna <lydia.serna@hchd.org>
Sent: Tuesday, August 07, 2012 1:55 PM
To: sylvia.rocha@hchd.org
Cc: 'Miguel escaname'
Subject: FW: FY13 Child Health and Dental Renewal Application

Sylvia,
This the grant for the FY 13 CH Title V. We are still pending the Prenatal. Thanks.

Lydia Serna
Director of Nursing
Hidalgo County Health & Human Services Department
956-383-6221
-----Original Message-----
From: Walsh,William (DSHS) [mailto:William.Walsh@dshs.state.tx.us]
Sent: Tuesday, August 07, 2012 1:22 PM
To: 'lydia.serna@hchd.org'
Subject: FY13 Child Health and Dental Renewal Application

Re: Hidalgo County Health & Human Services Department

Good afternoon,

The Department of State Health Services (DSHS) has received approval of the funding allocation for the FY13 Child Health and Dental contracts that will begin on September 1, 2012 and continue through August 31, 2013.

Your contract award is $34833. At least 80% of these funds must be requested and reimbursed for services to persons from age 1 to age 21. No more than 20% of these funds may be requested and reimbursed for services to children 11 months and younger.

The FY2013 Child Health and Dental Renewal Application and Reimbursement Worksheets are available on-line at: http:// http://www.dshs.state.tx.us/chscontracts/default.shtm

Please complete and submit the renewal application, using your approved award amount, by 5:00 pm, CDT, Monday, August 13, 2012. These documents should be sent to cdsb@dshs.state.tx.us. Failure to submit a renewal application could result in termination of the contract at conclusion of this current fiscal year (August 31, 2012).

If you have questions about the contract renewal application, please contact your contract manager:

Region	Contract Manager	Email Address	Phone
Regions 1, 4/5N, 9/10	Michael Bourda	Michael.bourda@dshs.state.tx.us	512/776-3028
Regions 2/3, 7	Bill Walsh	William.walsh@dshs.state.tx.us	512/776-6613
Regions 6/5S, 8,11	Leroy Torres	Leroy.torres@dshs.state.tx.us	512/776-3038

Sincerely,

Performance Management Unit
Community Health Services Section

AI-33522 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept the Memorandum of Agreement between Hidalgo County and the University of Texas School of Nursing. The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of tuberculosis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County
No monetary exchange between Hidalgo County & UT Austin.

Attachments

1

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 01:20 PM
Manuel Chapa	Manuel Chapa	08/02/2012 02:41 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Mike Escaname Started On: 08/01/2012 12:25 PM

Final Approval Date: 08/10/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF AGREEMENT BETWEEN HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS AT AUSTIN

This memorandum of Agreement is made on this 14th day of August 2012 by and between HIDALGO COUNTY by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", with the offices located at 1304 S 25th, Edinburg, TX 78539, and THE UNIVERSITY OF TEXAS AT AUSTIN by and through its School of Nursing hereinafter referred to as "SON", located at 1710 Red River, Austin, TX 78701.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of tuberculosis.

I. PROVISIONS OF SERVICES

The COUNTY coordinates directly for health services to patients with tuberculosis from Hidalgo County, and therefore patients routinely report to the health department for treatment of the tuberculosis. A student/faculty member at SON has developed a qualitative study to research the lived experience of tuberculosis treatment of Mexican Americans in the Lower Rio Grande Valley. No HIPPA protected information will be provided to the researcher. The researcher will follow research guidelines established at The University of Texas at Austin for ethical research.

The participation of the COUNTY in this initiative shall consist of the following:

1. Allowing SON researchers access to the Lung Clinic waiting room for recruitment by posting of flyers, recruiting through video clip, and recruitment in person.
2. Providing information regarding to research study to their patients.
3. Providing SON with space for enrolling and interviewing participants.

None of these studies will result in extra cost for the COUNTY. None will put the Consenting Patient at any risk.

II. TERM OF AGREEMENT

The term of this Agreement will begin August 01, 2012 and end August 31, 2014.

III. COMPENSATION

COUNTY will receive no reimbursement from SON for any services provided. SON will receive no reimbursement from COUNTY for any services provided.

IV. NOTICES

All notices or other writing required under this AGREEMENT shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO SON:
Julie Zuñiga, RN, MS
The University of Texas at Austin
School of Nursing
1710 Red River
Austin, Texas 78701

TO COUNTY:
Hidalgo County Health &
Human Services Dept.
Attn: Eduardo Olivarez
1304 S. 25th
Edinburg, Texas 78539

V. TERMINATION

This AGREEMENT may be terminated by either party by giving thirty (30) days written novice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

V. LAW GOVERNING VENUE

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this AGREEMENT shall be performable in Hidalgo County, Texas.

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

THE UNIVERSITY OF TEXAS AT AUSTIN

_____
Julie Zuniga, MSN, RN, Researcher

_____
Alexandra Garcia, PhD, RN
Associate Professor

_____
Alexa Stuifbergen, PhD, RN, FAAN
Dean of the School of Nursing

HIDALGO COUNTY TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By: _____
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

AI-33511 **Health & Human Services Dept. 10. D.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization for Hidalgo County Health & Human Services Dept. to participate in a Professional Provider Network and Health Maintenance Organization Network with Blue Cross Blue Shield of Texas.

BACKGROUND

These Agreements were previously presented to CC on 06/26/12 through AI-32816. Blue Cross Blue Shield has amended the Agreements to state Hidalgo County is a government entity rather than a professional entity.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1293-345-40-340-005-0-000

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

BUDGETARY IMPACT:

There is no cost to Hidalgo County for becoming a provider with Blue Cross Blue Shield. A provider participating in the Blue Cross Blue Shield network is allowed to bill certain health care costs, from health services provided by our County clinic's staff, to Blue Cross Blue Shield of Texas.

Attachments

PPO Agreement

HMO Agreement

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 01:11 PM
Manuel Chapa	Manuel Chapa	08/02/2012 04:06 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Mike Escaname Started On: 08/01/2012 09:07 AM

Final Approval Date: 08/10/2012

GROUP MANAGED CARE AGREEMENT

FOR PPO/POS NETWORK PARTICIPATION

This Agreement is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("BCBSTX") and HIDALGO COUNTY HEALTH DEPARTMENT, a professional entity organized in the state of Texas ("Medical Group").

As of the Effective Date, this Agreement includes the following:

Yes	No	
☒	☐	Medical Group Agreement
☐	☒	Hospital Based Medical Group Provider Attachment
☒	☐	Attachment A, Compensation / Claims Submission

BCBSTX has entered into an agreement to delegate Credentialing to Medical Group. This includes:

☐	☒	Attachment B, Credentialing Delegation Agreement
☐	☒	Business Associate Addendum

Medical Group is a:

☒ Specialist Group
☐ Primary Care Physician Group
☐ Primary and Specialty Care Group

Any Notice required or allowed to be given pursuant to the terms and provisions of this Agreement shall be sent to BCBSTX at:

Blue Cross and Blue Shield of Texas
4444 Corona, #120
Corpus Christi, TX 78411

and to Medical Group and/or Medical Group Providers at:

1304 S 25TH AVE
EDINBURG, TX 78542

Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date set forth below.

BLUE CROSS AND BLUE SHIELD OF TEXAS	**MEDICAL GROUP**

A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature.

Authorized Signature:	Authorized Signature:
_____	_____
Printed Name: M. Shannon Stansbury	Printed Name: _____
Title: Vice President, Network Management	Title: _____
Date: _____	Date: _____
Effective Date: _____	NPI: 1932146636

PART I. DEFINITIONS

Agreement means this contract and all attachments, addenda and amendments appended hereto.

Applicable Laws means all federal and Texas laws and regulations that are applicable to any provisions of this Agreement, including, without limiting the foregoing, the Texas Insurance Code.

Clean Claim means a clean claim as defined by applicable Texas law and regulation.

Coinsurance means, if applicable, the specified percentage of the fee for a Covered Service that is payable by the Subscriber. The Subscriber's obligation to make Coinsurance payments may be subject to an annual out-of-pocket maximum.

Copayment means the amount required to be paid to Medical Group or Medical Group Provider by or on behalf of a Subscriber in connection with the services rendered by Medical Group or Medical Group Provider.

Covered Services means those health services specified and defined as Covered Services under the terms of a Subscriber's Health Plan.

Debarment means the prohibition of a Provider from receiving compensation for services provided under any federal health benefit plan or program, including, without limiting the foregoing, Medicare, Medicaid, and the Federal Employees Health Benefits Plan ("FEP"), as reported by the federal Office of Personnel Management ("OPM"), Office of the Inspector General ("OIG"), the Center for Medicare and Medicaid Services ("CMS"), Office of Foreign Assets Control ("OFAC") or other applicable agency.

Deductible means, if applicable, the specified annual amount of payment for certain Covered Services, expressed in dollars, that the Subscriber is required to pay before the Subscriber can receive any benefits for the Covered Services to which the Deductible applies.

Emergency Care means health care services provided in a Hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson possessing an average knowledge of medicine and health to believe that such person's condition, sickness or injury is of such a nature that failure to get immediate medical care could result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part; (4) serious disfigurement; or (5) in the case of a pregnant woman, serious jeopardy to the health of the fetus. A different definition of Emergency Care may be applicable to self-funded plans as set forth in Subscriber's benefit document.

Health Plan means any group or individual health benefits plan other than a health maintenance organization, whether insured or self-funded, which provides its participants access to health care services that is operated, administered or underwritten, in whole or in part by BCBSTX, a Blue Cross and/or Blue Shield Plan in another state, a subsidiary of a Blue Cross and/or Blue Shield Plan in another state or a BCBSTX affiliate and that has entered into any agreement to provide or administer Covered Services. The phrase "provide or administer" includes an insurance arrangement, an administrative services agreement, or an arrangement whereby an employer or welfare benefit plan contracts with BCBSTX or a Blue Cross and/or Blue Shield Plan in another state to utilize all or part of a BCBSTX managed care network. The term affiliate includes, but is not limited to any licensed entity in which BCBSTX or Health Care Service Corporation has an ownership interest.

In-Network Provider means a Provider of health care services that has a managed care agreement with BCBSTX or another Blue Cross and/or Blue Shield plan.

In-Network Services means Covered Services provided to Subscribers by an In-Network Provider or are provided in accordance with the Health Plan's requirements for in-network benefits.

Inpatient means a Subscriber admitted to a hospital as a registered bed patient and who requires the acute bed patient overnight setting.

Medical Director means a physician designated by BCBSTX, or such physician's designee, who is responsible for monitoring the provision of Covered Services to Subscribers.

Medical Group means the above named entity that has entered into this Agreement with BCBSTX to provide or arrange for the provision of Covered Services to Subscribers. Where applicable by context, Medical Group also means Medical Group Providers. Medical Group shall require that Medical Group Providers comply with the provisions of this Agreement that are applicable by context to Medical Group Providers.

Medical Group Provider means an individual physician or Provider appropriately licensed to provide health care services who participates in Medical Group and includes, without limiting the foregoing, Medical Group Primary Care Physician, Medical Group Specialist, and Medical Group obstetrician/gynecologist.

Medically Necessary or **Medical Necessity** means health care services that a Medical Group or Medical Group Provider, exercising prudent clinical judgment, would provide to a Subscriber for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Subscriber's illness, injury or disease; and (c) not primarily for the convenience of the Subscriber, Medical Group or Medical Group Provider, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that Subscriber's illness, injury or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Notice means any notice required or allowed to be given pursuant to the terms and provisions of this Agreement. Notices shall be sent in writing by United States mail, certified mail, traceable commercial delivery, or electronic transmission, and shall be deemed to be given when received. Notices sent by United States mail shall be deemed to be received on the third business day following their deposit in the United States mail.

Out-of-Network Provider means a Provider of health care services that is not an In-Network Provider.

Payer means an entity other than BCBSTX that is financially responsible for payment for Covered Services under a Health Plan.

POS Plan means a Health Plan that requires the designation of a Primary Care Physician (PCP) who must coordinate all Covered Services, including Proper Referrals to Specialists and Preauthorizations when required, in order for the Subscriber to receive the highest level of benefits under the Health Plan.

POS Subscribers means Subscribers covered under POS Plans.

Preauthorization means BCBSTX's prior approval of the Medical Necessity for certain services provided to Subscribers and as required by the Health Plan.

Primary Care Physician means a physician designated by BCBSTX as a Primary Care Physician, with respect to POS Plan, an In-Network Provider who has agreed to be responsible for providing basic health services, coordinating the care of individual POS Subscribers, and as applicable, referring those Subscribers to other In-Network Providers.

Proper Referral means in the case of a POS Plan that requires the designation of a Primary Care Physician an authorization for Covered Services by the Primary Care Physician to any other Provider, and such authorization shall be made as provided in the Provider Manual. Where a Health Plan requires a particular Covered Service to be preauthorized, a Proper Referral must include such Preauthorization for such services to be In-Network Services.

Provider means any appropriately licensed provider of health care services.

Provider Manual means BCBSTX policies, procedures, and guidelines as set forth in a manual as supplemented by written materials, including BCBSTX Provider correspondence and the Blue Cross and Blue Shield of Texas Web site, which may be revised from time to time, subject to the provisions of **Part X, General Provisions, Section N, Modifications**. In the event of a conflict between the Provider Manual and terms of this Agreement, the terms of this Agreement shall apply.

Specialist means an In-Network Provider who is a physician or health care professional, other than a Primary Care Physician.

Subscriber means any individual who is eligible to receive Covered Services under a Health Plan unless otherwise specified by BCBSTX.

UM Agent means an entity that is a licensed utilization review agent under applicable law and is designated to perform utilization management ("UM") in connection with the care of Subscribers of a Health Plan, which is usually indicated on the Subscriber's identification card. The administrator of the applicable Health Plan may designate BCBSTX or another licensed utilization review agent to act as UM Agent for purposes of this Agreement and may designate one or more UM Agents to perform various UM activities. To the extent that BCBSTX has been designated as the UM Agent, BCBSTX may delegate any of BCBSTX's obligations to perform UM to any other entity licensed or otherwise permitted, in accordance with Applicable Laws, to perform UM in Texas.

UM Program means the guidelines, standards and procedures for UM activities that are used in connection with the applicable Health Plan, as more fully described in this Agreement.

Urgent Care means medical care that is delivered in a facility dedicated to the delivery of unscheduled, walk-in medical care that is not Emergency Care to any Subscriber outside of a hospital emergency department or comparable facility.

PART II. OBLIGATIONS OF MEDICAL GROUP

A. **Covered Services.**

1. If Medical Group includes Primary Care Physicians, each Medical Group Primary Care Physician shall provide primary care services to Subscribers within the scope of Primary Care Physician's practice or license and, with respect to POS Subscribers, agrees to assume primary responsibility for coordinating the overall health care of POS Subscribers and to provide or arrange for all other Covered Services subject to the terms and conditions of this Agreement. Further, such Primary Care Physician shall make available to Subscribers those health education programs routinely provided by Primary Care Physician.

2. If Medical Group includes Specialists, each Medical Group Specialist shall provide to such Subscribers those Covered Services that such Specialist commonly performs within Specialist's scope of practice or license subject to the terms and conditions of this Agreement. For POS Subscribers for whom Covered Services require a Proper Referral, Medical Group Specialist agrees to render services only upon a Proper Referral.

3. In the event a Medical Group Provider desires to utilize or refer to another Provider to provide Covered Services, the Medical Group Provider shall consider, and inform the Subscriber concerning, the availability of any In-Network Provider with a specialty comparable to any Out-of-Network Provider considered by the Medical Group Provider. Any use of an Out-of-Network Provider, other than for Emergency Care, must be authorized in advance by BCBSTX for such services to be In-Network Services.

B. **Availability**. Medical Group shall ensure that Covered Services are readily available during Medical Group's regular business hours on business days. Medical Group shall provide such services in the same manner, in accordance with the same standards, and within the same time availability as such services are provided to other patients without regard to the degree or frequency of utilization of such Covered Services by Subscribers. In the event Medical Group Provider is temporarily unavailable, Medical Group Provider may provide Covered Services through a designee, provided that such designee must have an equivalent competence and specialty, and must agree to provide Covered Services to Subscribers under the same compensation arrangements and comply with BCBSTX

procedures. Medical Group may make a special arrangement with BCBSTX in the event of the extended temporary absence of Medical Group Provider.

C. **Standard of Care**. Medical Group shall, and shall require Medical Group Providers to, comply with all Applicable Laws and all applicable professional standards, and shall require Covered Services to be provided by Medical Group Providers in accordance with generally accepted medical and surgical practices and standards prevailing in the applicable medical community at the time of treatment. In addition, Medical Group and Medical Group Providers shall comply with the standards adopted by the BCBSTX's quality improvement and UM Program set forth in the Provider Manual.

D. **Licensure and Medical Staff Requirements**. Medical Group warrants and represents as a material term of this Agreement that each Medical Group Provider has and will continue to have, as long as this Agreement remains in effect, all the requisite licenses/certifications required by the state of Texas and such other governmental and professional boards and bodies having authority over Medical Group Provider's business/profession, including where applicable, a currently valid, unrestricted license to practice medicine in the state of Texas, and further that each Medical Group Provider who is a physician is and will be a member in good standing with admitting privileges at, and on the staff of at least one In-Network Provider hospital. Except with respect to stabilization following Emergency Care, Medical Group will require that Subscribers be admitted only to In-Network Provider hospital(s) unless BCBSTX Preauthorizes the admission.

E. **Proper Referral and Preauthorization for POS Subscribers**.

1. As applicable, for POS Subscribers, Medical Group Primary Care Physicians referring a Subscriber to another Provider for treatment shall comply with all Proper Referral and Preauthorization procedures set forth in this Agreement and in the Provider Manual. Medical Group Providers will only refer to In-Network Providers except in cases of Emergency Care or, if Preauthorized by BCBSTX, when no In-Network Providers are available to provide the necessary services.

2. If applicable, for Subscribers of POS Plans, Medical Group Specialist shall comply with all Proper Referral and Preauthorization procedures set forth in this Agreement and in the Provider Manual. For POS Subscribers, Medical Group Specialists shall provide Covered Services only upon a Proper Referral or Preauthorization, as applicable, except in cases requiring Emergency Care. For POS Subscribers, Medical Group Specialist shall discuss with and seek approval from the referring In-Network Provider prior to rendering or arranging any continuing treatment which is beyond the specific treatment described in the Proper Referral. In addition, Medical Group Specialist shall not refer a POS Subscriber to another physician or Provider without the prior concurrence of the POS Subscriber's Primary Care Physician, as applicable.

3. Subject to the terms of POS Subscriber's benefit document, POS Subscriber may directly access, from In-Network Providers, Covered Services that are Urgent Care. Information regarding Subscriber's care will be shared with POS Subscriber's Primary Care Physician.

4. Costs of services rendered to a POS Subscriber by Medical Group or a Medical Group Provider without a Proper Referral or Preauthorization where required shall be the financial responsibility of Medical Group or Medical Group Provider. The involvement of BCBSTX or other administrator of any Health Plan and/or the applicable UM Agent in decisions relating to the coverage of services rendered to POS Subscribers under these Health Plans shall not diminish the ultimate and sole responsibility of Medical Group for any professional authority over their professional practice with respect to the care of such Subscribers.

F. **Facilities, Equipment and Staff**. The following requirements shall be met or performed by Medical Group and/or Medical Group Providers, as applicable:

1. Provide and maintain facilities and/or equipment which are of adequate capacity, clean, safe, readily accessible to Subscribers and, where appropriate, properly licensed and/or registered.

2. Assure the appropriate supervision of, licensure/certification of, and insurance coverage for, all employed or subcontracted staff who provide Subscribers Covered Services that are performed under the direction of Medical Group Providers.

3. Have written policies that are implemented and enforced and that describe the duties of any employed or subcontracted physician assistants, advanced practice nurses and other individuals other than physicians in accordance with statutory requirements for licensure, delegation, collaboration and supervision as appropriate.

If any employee or subcontractor of Medical Group violates any of the provisions of Applicable Laws or the Provider Manual or commits any act or engages in any conduct for which Medical Group's license/certification may be revoked or suspended by the state of Texas (whether or not such authority revokes or suspended said license/certification) or is otherwise disciplined by such licensing authority or any professional organization having authority over such employee or contracting agent, BCBSTX may immediately require the employee or contractor to cease rendering services to Subscribers under this Agreement.

G. **Administrative Services.** Medical Group shall perform or contract for all administrative and support services necessary for Medical Group to perform Medical Group's obligations under this Agreement and as set forth in the Provider Manual.

H. **BCBSTX Complaint Procedures.** Medical Group and Medical Group Providers shall cooperate with BCBSTX in identifying, processing and in supporting BCBSTX's resolution of all Subscriber complaints and grievances. In the event Medical Group has a complaint, Medical Group also agrees to use the Provider complaint procedure set forth in the Provider Manual, and the procedures required in **Part X, General Provisions, Section I, Dispute Resolution** as described in this Agreement.

I. **Subscriber Identification**. Medical Group Provider shall request Subscriber to present Subscriber's BCBSTX identification card each time Subscriber seeks Covered Services. Obtaining information concerning eligibility at the time of service by Medical Group as described in this Agreement is not a verification and does not guarantee payment by BCBSTX.

J. **Termination of the Medical Group Provider/Patient Relationship**.

1. Under certain circumstances, Medical Group Provider may terminate Medical Group Provider's professional relationship with a Subscriber as provided for and in accordance with the provisions of the Provider Manual. Medical Group Provider may not terminate Medical Group Provider's relationship with a Subscriber because of such Subscriber's medical condition or the amount, types or cost of Covered Services that are required by the Subscriber.

2. Medical Group acknowledges that a Subscriber may transfer to another In-Network Provider or Medical Group Provider's care in accordance with the Subscriber's benefit document. Medical Group shall require that the Medical Group Provider provide patient records, reports and other documentation regarding such Subscriber at no cost upon request in order to facilitate such transfer.

K. **Required Disclosures**. Medical Group shall notify BCBSTX at least thirty (30) days in advance if there is a change in the business address, telephone number, hours of operation, tax identification number, other billing information or services provided by Medical Group or Medical Group Provider. Additionally, Medical Group shall notify BCBSTX immediately in writing upon the occurrence of any of the following events:

1. Medical Group's, Medical Group Provider's, or any Medical Group employee's or subcontractor's applicable license or certification to practice in Texas or DEA/DPS registration is suspended, revoked, terminated or subject to terms of probation or other restriction (whether or not such action is stayed); or Debarment of Medical Group, Medical Group Provider, or any Medical Group employee or subcontractor, or inclusion of Medical Group, Medical Group Provider, or any Medical Group employee or subcontractor in the OFAC/OIG/GSA/OPM list;

2. A Medical Group Provider's medical staff privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished in lieu of disciplinary action;

3. Medical Group, Medical Group Provider or any Medical Group employee or subcontractor, becomes the subject of any disciplinary proceeding, Debarment or action before the Texas State Board of Medical Examiners or a similar agency in any state;

4. A Medical Group Provider, or any Medical Group employee or subcontractor, is charged with or indicted for, or convicted of, fraud or a felony;

5. An act of nature or any event beyond Medical Group's or a Medical Group Provider's reasonable control occurs, which substantially interrupts all or a portion of Medical Group's or a Medical Group Provider's business or practice or which has a materially adverse effect on Medical Group's ability to perform Medical Group's obligations under this Agreement;

6. The material modification or termination, or reduction in the amount, of the insurance coverage required for participation in BCBSTX, or replacement of coverage which is canceled or terminated;

7. Medical Group or Medical Group Provider learns of any claim or malpractice action or other lawsuit or other action brought against Medical Group or any Medical Group Provider, or Medical Group employee or subcontractor, or becomes aware of a malpractice judgment or settlement against Medical Group, Medical Group Provider or any Medical Group employee or subcontractor;

8. Significant changes in administrative capacity, including information systems, and operational staff that may have a material adverse effect on Medical Group's ability to perform Medical Group's obligations under this Agreement; or

9. Any other situation which could reasonably be expected to affect the ability of Medical Group or Medical Group Provider to carry out Medical Group's obligations under this Agreement.

L. **Provider Directory.** Medical Group agrees that BCBSTX may list such information as Medical Group or Medical Group Provider's name, specialty, address, telephone number and board status and other information in BCBSTX publications provided to In-Network Providers and Subscribers and may use such information in advertising and marketing materials and to provide to Subscribers information regarding other In-Network Providers.

M. **Medical Group Status.**

1. Medical Group certifies that neither Medical Group, Medical Group Providers nor Medical Group's employees or subcontractors have been: (a) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (federal, state or local) contract or subcontract, (b) listed by a federal governmental agency as debarred, (c) proposed for Debarment or suspension or otherwise excluded from federal program participation, (d) been convicted of or had a civil judgment rendered against Medical Group, Medical Group Providers, Medical Group's employees or subcontractors regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (e) within a three (3) year period preceding the date of this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

2. Medical Group acknowledges and agrees that Medical Group has a continuing obligation to notify BCBSTX in writing within seven (7) business days if any of the above-referenced representations change. Medical Group further acknowledges and agrees that any misrepresentation of Medical Group's status or any change in Medical Group's status at any time during the term of this Agreement may be grounds for immediate termination of this Agreement, at the sole discretion of BCBSTX.

N. **BCBSTX Credentialing Procedures**. Medical Group shall cooperate and comply with, and be subject to, BCBSTX credentialing and recredentialing policies and procedures. Medical Group further acknowledges and agrees that, except as may be required by Applicable Laws, a Medical

Group Provider will not become an In-Network Provider in BCBSTX until approved by BCBSTX pursuant to such credentialing policies and procedures and that continued participation in BCBSTX is subject to the recredentialing process at intervals provided for in such policies and procedures. If Medical Group is delegated for credentialing, Medical Group agrees to abide by the terms in this section and **Attachment B**.

O. **Capacity**. Medical Group or Medical Group Provider must give BCBSTX not less than ninety (90) day prior Notice of closing Primary Care Physician's practice to new Subscribers. Notwithstanding practice closure, Medical Group or Medical Group Provider agrees to accept all existing patients who are or become Subscribers. Medical Group agrees that BCBSTX shall have no obligation to guarantee any minimum number of Subscribers to Medical Group and that Medical Group shall accept all patients enrolling as BCBSTX Subscribers except as set forth to the contrary herein.

P. **Medical Group Subcontracts with Physicians and Providers.**

1. Medical Group shall furnish to BCBSTX in advance of its use the standard form of all subcontracts between Medical Group and any Medical Group Providers, including any material changes to such forms, in accordance with the Provider Manual. In addition, Medical Group shall provide to BCBSTX the executed signature page of each such contract and any material changes to such contract. Medical Group will ensure such Medical Group Providers comply with all terms and conditions set forth in the Subscriber's benefit documents and this Agreement.

2. Contracts between Medical Group and Medical Group Providers must contain provisions requiring such Medical Group Providers to comply with the provisions of this Agreement, and the Provider Manual where applicable, and must allow such Medical Group Providers to terminate such contracts on ninety (90) days advance Notice, and may not contain restrictions on such Provider's right to contract directly, or indirectly through another medical group, with BCBSTX after termination of such Medical Group Provider's contract with Medical Group.

PART III. OBLIGATIONS OF BCBSTX

A. **Provider Manual**. BCBSTX shall make available to Medical Group the Provider Manual. The Provider Manual may be revised by BCBSTX from time to time and in accordance with this Agreement.

B. **Identification Cards**. BCBSTX shall issue identification cards to Subscribers.

C. **Service Preauthorizations**. BCBSTX shall Preauthorize Covered Services as set forth in the Provider Manual and in accordance with the provisions of the Health Plan and this Agreement.

D. **Advisory Review Panel**. BCBSTX may establish one or more health services delivery advisory review panels to advise BCBSTX on a variety of issues. Medical Group Providers may be requested from time to time by BCBSTX to serve as members on such panels.

E. **Credentialing**. BCBSTX shall administer a credentialing and recredentialing program pursuant to which the credentials of Provider applicants are reviewed and approved for acceptance as In-Network Providers.

F. **Complaints.** BCBSTX will establish and maintain a complaint procedure as required by the Provider Manual and Applicable Laws.

PART IV. COMPENSATION

A. **Payment**.

1. BCBSTX or Payer shall pay Medical Group for Covered Services rendered to Subscribers less any applicable Subscriber Copayments, Coinsurance or Deductible amounts as described in **Attachment A, Compensation/Claims Submission**. Medical Group shall accept such compensation, and any applicable Subscriber Copayment, Coinsurance or Deductible as Medical Group's only compensation for Covered Services. If the Health Plan is a secondary insurer, then a claim must include the amount paid as a covered claim by the primary insurer to be a Clean

Claim. Any dispute arising from such payment shall be resolved in accordance with **Part X, General Provisions, Section I, Dispute Resolution**.

2. **Recovery of Overpayments and Underpayments**

   a. In the event that BCBSTX or Payer determines an overpayment, including a duplicate payment, has been made, Medical Group and/or Medical Group Provider agree to promptly make repayment to BCBSTX or Payer when requested. If Medical Group and/or Medical Group Provider fail to make such repayment within the time period specified in the Provider Manual, Medical Group and/or Medical Group Provider shall allow overpayments to be deducted from future payments, for the same or different Subscribers, with an explanation of the action taken.

   b. Overpayments determined by Medical Group and/or Medical Group Provider on a claim or claims, including duplicate payments, shall be refunded promptly to BCBSTX or Payer, but in any event not later than thirty (30) days following such determination.

   c. Any underpayments shall be added to future payments by BCBSTX or Payer to Medical Group and/or Medical Group Provider.

   d. Any dispute arising from a deduction or payment with respect to an overpayment or underpayment shall be resolved in accordance with the Provider complaint procedures set forth in **Part II, Obligations of Medical Group, Section H, BCBSTX Complaint Procedures**.

B. **Copayments, Coinsurance and Deductibles**. The collection of Subscriber Copayment, Coinsurance or Deductible amounts is the sole responsibility of Medical Group Provider. Medical Group shall require Medical Group Providers to diligently pursue, and have responsibility for, collection of any applicable Copayment, Coinsurance or Deductible amount from Subscribers and shall in no event offer, publicize or advertise any waiver or other reduction of any Copayment, Coinsurance or Deductible amount unless specifically authorized in writing by BCBSTX. All Copayments, Coinsurance and Deductible amounts shall be as specified in the benefit document, and the amounts of the Copayments, Coinsurance or Deductible which Medical Group Provider is authorized to collect from the Subscriber shall not exceed the amounts so specified.

C. **Claims Submission**. Medical Group shall submit complete and properly executed claims to BCBSTX within the required filing period, as described in **Attachment A, Compensation/Claims Submission**.

D. **Subscriber Nonliability and Hold Harmless**.

   1. Medical Group hereby agrees that in no event, including, but not limited to, non-payment by BCBSTX or Payer, insolvency of BCBSTX or Payer or breach of this Agreement, shall Medical Group or Medical Group Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Subscriber or persons other than BCBSTX acting on Subscriber's behalf for Covered Services. This provision shall not prohibit collection of supplemental charges or Copayment, Coinsurance or Deductible amounts payable in accordance with the terms of Subscriber's benefit document.

   2. Medical Group further agrees that: (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Subscriber; and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Medical Group or a Medical Group Provider and Subscriber or persons acting on their behalf.

E. **Billing for Non-Covered Services**. In the event that BCBSTX determines and informs Medical Group that a proposed service is not a Covered Service, including but not limited to services that are determined to be experimental/investigational or not Medically Necessary, Medical Group must inform the Subscriber in writing in advance of the service being rendered that the service is a non-Covered Service in order to be allowed under this Agreement to bill the Subscriber for the service rendered. The Subscriber must also acknowledge this disclosure in writing and agree to accept the

service as a non-Covered Service billable directly to the Subscriber. In the event the Subscriber's benefits are exhausted, Medical Group may continue to provide treatment to the Subscriber if the Subscriber agrees in writing to pay for those services; provided, however, that Medical Group may not charge the Subscriber more than the amount allowed as described in Attachment A.

F. **Third Party Collections**. Medical Group shall cooperate with BCBSTX in the collection on BCBSTX's behalf of third party payments including workers' compensation, third party liens and other third party liability according to the procedures set forth in the Provider Manual. Medical Group agrees that Medical Group or Medical Group Provider will file claims with BCBSTX even if Medical Group believes or knows that there is third party liability and the existence of third party liability will not affect Medical Group's or Medical Group Provider's total compensation for Covered Services.

G. **Coordination of Benefits**. Medical Group shall comply with the requirements of Applicable Laws and the Provider Manual regarding Covered Services involving coordination of benefits. Medical Group agrees to submit applicable claims and encounter information concerning other carriers to BCBSTX even if Medical Group believes that coordination of benefits may apply and BCBSTX is not the primary carrier. In the event that the Subscriber is eligible for benefits under any other health benefits plan for Covered Services, Medical Group's total compensation for such Covered Services from all sources, including any Copayments, Coinsurance or Deductible amounts payable by the Subscriber to Medical Group, shall not exceed the amount that would have been payable to Medical Group under this Agreement without taking into consideration such other coverage.

PART V. QUALITY IMPROVEMENT AND UTILIZATION MANAGEMENT

A. **BCBSTX Responsibilities**. BCBSTX shall conduct peer review, quality improvement and the UM Program in accordance with Applicable Laws. BCBSTX's UM Program may include the establishment of advisory review panels to conduct quality of care and utilization review activities in accordance with Applicable Laws. All BCBSTX quality improvement and UM forms, records and other information shall remain the property of BCBSTX and shall remain confidential.

B. **Medical Group Responsibilities**. Medical Group agrees to comply with and be subject to the quality improvement program and the UM Program conducted by BCBSTX and cooperate with peer review activities, all as set forth in the Provider Manual, and to promote Subscriber participation in BCBSTX disease management programs as applicable. These programs may be revised from time to time, and may include, but are not limited to, Preauthorizations of elective Inpatient services, concurrent review of Inpatient lengths of stay, review of referrals, internal peer review and external audit systems. Medical Group shall have sole authority and responsibility for the care of any Subscriber who is a patient of Medical Group.

C. **Shared Records**. Upon request, Medical Group shall make available to BCBSTX's quality improvement and utilization review committee any records of Medical Group's quality improvement and utilization review activities pertaining to Subscribers. BCBSTX will protect the confidentiality of information that is the product of Medical Group's peer review process.

PART VI. RECORDS

A. **Subscriber Record**. Medical Group and Medical Group Providers shall establish and maintain an accurate medical record, including electronic record, for each Subscriber with whom Medical Group Providers have an encounter that, at a minimum, shall include such information about the Subscriber and a description of all services rendered to the Subscriber as dictated by generally accepted medical and surgical practices and standards and as required by the Provider Manual ("Medical Records"). Medical Group Provider shall maintain accurate financial books and records, including electronic records, concerning Covered Services provided to each Subscriber, including any charges to and payments received from the Subscriber by Medical Group ("Financial Records"). Medical Group shall maintain the Medical Records and Financial Records for a period of at least ten (10) years after the records cease to be active records. The obligations of Medical Group to maintain and provide access to records under this **Part VI. Records**, does not cease upon termination of this Agreement without cause or for any cause.

B. **Access to Medical Records**. Subject to compliance with Applicable Laws and applicable professional standards regarding the confidentiality of Medical Records, Medical Group and Medical Group Provider shall:

1. Provide BCBSTX, upon request and at no charge, copies of specified sections of Subscriber Medical Records that are in the custody of Medical Group or Medical Group Provider;

2. Upon five (5) days advance notice, or such shorter notice as may be reasonably required by the circumstances, allow BCBSTX authorized personnel access to inspect and copy Medical Records on Medical Group's or Medical Group Provider's premises during regular business hours;

3. Transmit information from Subscriber Medical Records by telephone to BCBSTX for purposes of Preauthorization or other UM activities or quality improvement; and

4. Provide copies of specified sections of Subscriber Medical Records, upon reasonable request and at no charge, to any other Provider treating such Subscriber.

C. **Access to Financial Records**. Upon five (5) days advance notice, or such shorter notice as may be reasonably required by the circumstances, BCBSTX shall have access to inspect, audit and copy all Financial Records during regular business hours. Medical Group shall maintain Financial Records and provide copies of such information to BCBSTX, upon BCBSTX's reasonable request, at no charge.

D. **Regulatory Compliance**. Medical Group shall maintain such records and information and provide them to the Texas Department of Insurance and other applicable regulatory agencies as may be necessary for compliance by BCBSTX with Applicable Laws. All such records shall be open to inspection during regular business hours by state and federal authorities.

PART VII. INSURANCE AND INDEMNIFICATION

A. **Medical Group Insurance**. Medical Group and each Medical Group Provider agree to maintain such policies of general and professional liability insurance as are necessary to insure Medical Group, Medical Group Providers and their employees or subcontractors against any claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance by Medical Group, Medical Group Provider, or any Medical Group employees or subcontractors of Medical Group's obligations under this Agreement. BCBSTX determines the limits of coverage necessary.

B. **Certificates**. Certificates of insurance or other evidence indicating the term and extent of the insurance required by **Part VII, Section A, Medical Group Insurance**, shall be provided by Medical Group to BCBSTX upon BCBSTX's request.

C. **BCBSTX Insurance.** BCBSTX shall procure and maintain such policies of general and professional liability and other insurance, which may include self-insurance, as shall be necessary to insure BCBSTX and BCBSTX's employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any services by BCBSTX, the use of any property and facilities provided by BCBSTX, and activities performed by BCBSTX in connection with this Agreement.

D. **Indemnification.** Medical Group and BCBSTX understand that this Agreement is not one to insure and/or indemnify and shall not be so construed. Each party shall be solely responsible for its own negligence, acts or omissions.

PART VIII. TERM AND TERMINATION

A. **Term**. This Agreement shall be effective as of the Effective Date and shall continue until otherwise terminated in accordance with this Agreement.

B. **Termination Notice Period.**

1. Either party may terminate this Agreement at any time without cause or for any cause by giving the other party at least ninety (90) days advance Notice.

2. Medical Group may terminate this Agreement upon thirty (30) days advance Notice to be given within thirty (30) days following Medical Group's receipt from BCBSTX of information concerning a decrease in compensation, or the posting of such information on the Blue Cross and Blue Shield Web site, pursuant to **Part X, Section E, Compensation Information**.

C. **Immediate Termination or Suspension**. BCBSTX may, in its sole discretion, immediately suspend or terminate this Agreement, or may suspend or terminate the participation of Medical Group Provider, upon Notice by BCBSTX to Medical Group if there is a threat of imminent harm to patient health, action against Medical Group's or Medical Group Provider's license to practice, or fraud or malfeasance, including without limiting the foregoing any of the following:

1. Failure to comply with the requirements contained in **Part II, Obligations of Medical Group, Section C, Standard of Care**, including:

   a. Suspension, surrender, or revocation of Medical Group's or Medical Group Provider's narcotics number or license to practice medicine or render services in any state;

   b. Professional or other conduct by Medical Group, Medical Group Provider, or Medical Group employee or subcontractor, which is detrimental to patient welfare and care;

   c. Conviction of Medical Group, Medical Group Provider, or Medical Group employee or subcontractor, of a felony involving lying, cheating, stealing, abuse of controlled substances, or sexual misconduct.

2. Becoming subject to the grounds for termination set forth in **Part II, Obligations of Medical Group, Section M, Medical Group Status**.

D. **Review of Termination**. In the event of termination of Medical Group by BCBSTX, if Medical Group is terminated for reasons other than at Medical Group's request, BCBSTX shall provide a written explanation to Medical Group of the reason(s) for termination. Except in a case of termination under **Part VIII, Section C, Immediate Termination or Suspension**, Medical Group may, within thirty (30) days following the Notice of termination, request in writing that a review be conducted by BCBSTX's advisory review panel and BCBSTX will conduct such a review consistent with Applicable Laws. Within sixty (60) days following receipt of Medical Group's written request for review, BCBSTX will notify Medical Group of BCBSTX's review decision. At Medical Group's request, Medical Group shall be entitled to an expedited review of such termination by BCBSTX's advisory review panel. At Medical Group's request, BCBSTX will provide Medical Group with a copy of the recommendation of the advisory review panel. The decision of the advisory review panel must be considered by, but is not binding upon, BCBSTX.

E. **Effect of Termination**. As of the date of termination, this Agreement shall be considered of no further force or effect and each of the parties shall be relieved and discharged from this Agreement except that:

1. Termination shall not affect any rights or obligations hereunder which have previously accrued or shall hereafter arise with respect to any occurrence prior to termination and such rights and obligations shall continue to be governed by the terms of this Agreement.

2. Termination of this Agreement shall not release Medical Group from the obligation to continue ongoing treatment under the terms of this Agreement and in accordance with the dictates of medical prudence, of a Subscriber of "special circumstance" as defined by Applicable Laws, including but not limited to, Subscribers with a disability, acute condition or life-threatening illness, or Subscribers past the 24th week of pregnancy, or BCBSTX or Payer from the obligation to compensate Medical Group for such Covered Services at the rate set forth in this Agreement. Special circumstance shall be identified by Medical Group, who must request that Subscriber be permitted to continue under Medical Group's care and who must agree not to seek payment from

Subscriber for any amounts for which Subscriber would not be responsible if the Agreement had not terminated. Disputes regarding continuity of care will be resolved according to the dispute resolution procedures set forth in the Provider Manual and this Agreement. Medical Group's and BCBSTX's obligations hereunder shall continue until the earlier of the appropriate transfer of Subscriber's care to another In-Network Provider or the expiration of ninety (90) days from the effective date of termination of the Agreement. Additionally, Medical Group's and BCBSTX's obligations hereunder shall continue up to nine (9) months in the case of a Subscriber who at the time of the termination has been diagnosed with a terminal illness and shall extend through delivery of a child, immediate postpartum care, and the follow-up checkup within the first six (6) weeks of delivery for a Subscriber who, at the time of the termination, is past the 24th week of pregnancy. Medical Group agrees to cooperate in the referral of Subscribers to other In-Network Providers in order to assure continuation of care. In the event that BCBSTX has not used due diligence to make alternative care arrangements available to Subscriber within ninety (90) days after receipt by BCBSTX of Notice from Medical Group or Subscriber, and such arrangements are not available to Subscriber within such ninety (90) day period, BCSTX shall thereafter compensate Medical Group for continued care at the BCBSTX allowable amount for comparable services provided by a comparable Provider that is not an In-Network Provider. Nothing herein shall be construed as requiring BCBSTX to agree to cover continued care rendered by Medical Group who BCBSTX deems unfit to care for Subscribers by reason of incompetence or unprofessional behavior or otherwise.

3. Medical Group agrees, at BCBSTX's option, to provide Covered Services to Subscribers during the notice period set forth in **Part VIII, Section B**, including any Subscribers who become eligible during such period under the terms of the Subscriber's benefit document and in accordance with the terms of this Agreement. Medical Group shall be compensated for Covered Services rendered in accordance with this Section and the fees set forth in Attachment A of this Agreement, until appropriate transfer of Subscribers is achieved or alternate compensation for Covered Services acceptable to Medical Group has been determined.

In the event of termination of the Agreement, BCBSTX will provide reasonable advance Notice to Subscribers receiving care from Medical Group of the impending termination, except that if Medical Group is terminated for a reason other than at the request of Medical Group and has made a timely request for review by an advisory review panel, BCBSTX will not notify Subscribers of Medical Group's termination prior to the time the advisory review panel makes a formal recommendation. If Medical Group is terminated or suspended immediately pursuant to **Part VIII, Section C, Immediate Termination or Suspension**, BCBSTX may notify Subscribers immediately. Medical Group agrees to cooperate with BCBSTX and upon request to provide reasonable assistance to effect such Notice.

PART IX. RELATIONSHIP OF PARTIES

A. **Independent Contractors.** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between BCBSTX and Medical Group other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer or representative of the other. None of the provisions of this Agreement shall be construed to in any way limit BCBSTX's authority or responsibility to comply with all regulatory requirements.

B. **Blue Cross and Blue Shield Association**. Medical Group hereby expressly acknowledges that this Agreement constitutes a contract solely between Medical Group and BCBSTX, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSTX to use the Blue Cross and Blue Shield Service Marks in the state of Texas, and that BCBSTX is not contracting as the agent of the Association. Medical Group further acknowledges and agrees that Medical Group has not entered into this Agreement based upon representations by any person other than BCBSTX and that no person, entity, or organization other than BCBSTX shall be held accountable or liable to Medical Group for any of BCBSTX's obligations to Medical Group created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSTX other than those obligations created under other provisions of this Agreement.

C. **No Third Party Beneficiary**. This Agreement is entered into by and between Medical Group and BCBSTX solely for their benefit. Except for **Part IV, Compensation, Section D, Subscriber Nonliability and Hold Harmless**, there is no intent by either party to (a) create or establish any third party beneficiary status or (b) increase the rights of any Subscriber or any other person, firm or other entity not a party to this Agreement with respect to the duties of either party to any person or create any rights on behalf of any person with respect to either party.

PART X. GENERAL PROVISIONS

A. **Administrative Functions**. BCBSTX and Medical Group acknowledge that BCBSTX may delegate certain responsibilities or activities that are provided for in this Agreement.

B. **Assignment.** No part of this Agreement, or any rights, duties or obligations described herein, shall be assigned, encumbered or delegated except as expressly provided for in this Agreement without the prior express written consent of both parties. Notwithstanding the foregoing, BCBSTX, without Medical Group's consent, may validly assign this Agreement to any affiliate of BCBSTX. BCBSTX's standing or routine contractual arrangements for the acquisition and use of facilities, services, supplies, equipment and personnel from other parties shall not constitute an assignment under this Agreement.

C. **BlueChoice Solutions.** The contract terms and fee allowables provided under this Agreement also apply to BlueChoice Solutions if Provider's applicable BCBSTX provider numbers are determined to be eligible for BlueChoice Solutions.

D. **Captions.** The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.

E. **Compensation Information**. Medical Group is entitled, upon written request, and in accordance with Applicable Laws, to all information necessary to determine that Medical Group is being compensated in accordance with the terms of this Agreement. Medical Group may consult the Blue Cross and Blue Shield of Texas Web site for further information and instructions.

F. **Compliance**. Each party shall comply with Applicable Laws, and with applicable provisions of the Provider Manual.

G. **Confidentiality of Proprietary Information.** Each of the parties and the parties' employees shall maintain in confidence during the term of this Agreement and thereafter, except as otherwise required by Applicable Laws, (1) all Subscriber information including medical information, learned through the operation of this Agreement, (2) all confidential Provider information, including information disclosed as part of the peer review process, (3) quality assurance and utilization review information, (4) all financial information related to this Agreement, (5) all proprietary business information that has been identified as confidential and maintained as confidential by the other party, (6) the provisions of any amendment to this Agreement that would have been protected as confidential had they originally been contained herein, and (7) any other information required to be maintained in confidence by Applicable Laws (collectively "Confidential Information"), unless disclosure of a specific part of the Confidential Information is otherwise required to accomplish the purposes of this Agreement and is permitted by Applicable Laws. Each of the parties and the parties' employees shall use best efforts to safeguard and protect Confidential Information against any unauthorized disclosure by any person and shall refrain from using or allowing any other person to use any Confidential Information in any way that is considered detrimental to the other party or Subscriber.

H. **Cooperation of Parties.** Medical Group and BCBSTX agree to meet and confer in good faith on common problems including, but not limited to, problems concerning utilization of services, credentialing, Preauthorization, claims or reporting procedures and information and forms provided to Medical Group for use in conjunction with Subscribers.

I. **Dispute Resolution.** BCBSTX or Medical Group, as the case may be, shall give Notice to the other of the existence of a dispute. In order to avoid the cost and time consuming nature of litigation, any dispute between BCBSTX and Medical Group arising out of, relating to, involving the interpretation

of, or in any other way pertaining to this Agreement or any prior Agreement between BCBSTX and Medical Group shall be resolved using alternative dispute resolution mechanisms instead of litigation. BCBSTX and Medical Group agree and acknowledge that it is their mutual intention that this provision be construed broadly so as to provide for mediation and/or arbitration of all disputes arising out of their relationship as third-party Payer and Medical Group. The parties further agree that resolution of any dispute pursuant to this Agreement shall be in accordance with the procedures detailed below.

1. **External Review Process.**

   Medical Group may elect to subject certain disputes to an external review process ("External Review Election") as follows:

   a. Subject to the provisions of the Provider Manual, Medical Group may elect to subject certain disputes regarding claim payment to the Billing Dispute External Review Process as described therein. The resulting determination with respect to payment of any claims that are the subject of disputes so submitted shall be binding on the parties and not be subject to the other provisions contained herein for dispute resolution.

   b. Subject to the provisions of the Provider Manual, Medical Group may, if Medical Group is acting on behalf of a Subscriber, elect to subject certain disputes concerning a determination by BCBSTX that a service is not or will not be a Covered Service because it is not Medically Necessary or is experimental or investigational in nature ("Adverse Determination") to the External Review process described in the Provider Manual. The resulting determination with respect to the appropriateness of such Adverse Determination shall be binding on the parties and not be subject to the other provisions contained herein for dispute resolution.

2. **Initial Resolution by Meeting or Mediation of Dispute**. If Medical Group has not made an External Review Election, and BCBSTX and Medical Group mutually agree that a meeting to attempt to resolve the dispute would be advantageous, representatives of BCBSTX and Medical Group shall meet not later than thirty (30) calendar days after delivery of the Initial Notice in order to attempt to resolve the dispute. Subsequent meetings may be held, if mutually agreed. If no meeting is mutually agreed, or if the dispute is not resolved at any meetings held, the party giving the Initial Notice shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. The mediation process shall be coordinated by the submitting party with the mediator and shall be subject to the following agreed-upon conditions:

   a. The parties agree to participate in the mediation in good faith;

   b. The parties agree to have present at the mediation one or more individuals with decision-making authority regarding the matters in dispute. Either party may, at that party's option, be represented by counsel. Medical Group may, at Medical Group's option, also have present at the mediation a representative of any professional society in which Medical Group is a member;

   c. The mediation will be held within sixty (60) days of the submission to mediation unless the parties mutually agree on a later date. The mediation will be held in one of the following cities, which is closest to the principal office of Medical Group, to be designated in writing by Medical Group, unless BCBSTX and Medical Group mutually agree to an alternative location: Abilene, Amarillo, Austin, Corpus Christi, Dallas, El Paso, Houston, Lubbock, Lufkin, Midland-Odessa, San Angelo, San Antonio, Texarkana, Waco, Wichita Falls, and Brownsville.

   d. The parties shall each bear their own costs and shall each pay one-half of the mediator's fees and costs, unless the mediator determines that one party did not participate in the mediation in good faith, in which case that party shall pay all of the mediator's fees and costs;

   e. The parties agree that the obligation to mediate (but not the obligation to arbitrate) is not applicable to any dispute that was pending in any court on the Effective Date of this

Agreement, or that had been submitted to binding arbitration on or before the Effective Date of this Agreement.

3. **Binding Arbitration.** In the event Medical Group has not made an External Review Election and mediation is not successful in resolving the dispute, either BCBSTX or Medical Group may submit the dispute to final and binding arbitration under the commercial rules and regulations of the American Health Lawyers Association, subject to the following:

   a. The arbitration shall be conducted by a single arbitrator selected by the parties from a list furnished by the American Health Lawyers Association. If the parties are unable to agree on an arbitrator from the list, the arbitrator shall be appointed by the American Health Lawyers Association;

   b. The arbitrator shall be required to render a written decision resolving all disputes, and designating one party as the "prevailing party";

   c. Except in the case of fraud, no arbitration decision may require any adjustment in reimbursements or payments respecting any dispute involving services rendered more than eighteen (18) months prior to receipt of the Initial Notice;

   d. The costs of arbitration, including the arbitrator's fee and any reporting or other costs, but excluding lawyers', consultants' and witness fees, shall be borne by the non-prevailing party unless the arbitrator determines as part of the award that such allocation is inequitable under the totality of the circumstances. In the event that the dispute in arbitration concerns the appropriateness of BCBSTX's adjudications of claims, the party challenging the adjudications shall have the initial burden of proving that there is a reasonable probability that the disputed claims adjudications were incorrect adversely to that party. When the other party reasonably determines that it is required in its defense, or is required by the discovery process or otherwise by law, to research the basis for the adjudications of challenged claims for which such reasonable probability has not been proven, the other party shall be awarded the administrative cost for such research for each such claim that is found in the arbitration proceeding, after such research, not to have been adjudicated incorrectly adversely to the challenging party;

   e. The arbitration hearing will be held in one of the following cities, to be designated in writing by Medical Group, which is closest to the principal office of Medical Group, to be designated in writing by Medical Group, unless BCBSTX and Medical Group mutually agree to an alternative location: Abilene, Amarillo, Austin, Corpus Christi, Dallas, El Paso, Houston, Lubbock, Lufkin, Midland-Odessa, San Angelo, San Antonio, Texarkana, Waco, Wichita Falls, and Brownsville.

   f. Medical Group acknowledges that this arbitration provision precludes Medical Group from filing an action at law or in equity and from having any dispute covered by this Agreement resolved by a judge or a jury. Medical Group further acknowledges that this arbitration provision precludes Medical Group from participating in a class action filed by any other Medical Group or any other plaintiff claiming to represent Medical Group or Medical Group's interest. Medical Group agrees to opt-out of any class action filed against BCBSTX that raises claims covered by this Agreement to arbitrate, including, but not limited to, class actions that are currently pending.

4. **Exceptions**. The foregoing in this **Part X, Section I, Dispute Resolution**, to the contrary notwithstanding, the provisions thereof shall not be applicable to the following:

   a. Any legal proceeding brought by a third party against BCBSTX, Medical Group or any Medical Group Provider (a "Defendant"), as well as any cross claim or third-party claim by such Defendant against BCBSTX, Medical Group or Medical Group Provider;

   b. The rate of compensation payable to Medical Group for Covered Services pursuant to **Part IV, Compensation**; or

c. Termination of this Agreement pursuant to **Part VIII, Section B, Termination Notice Period**.

J. **Entire Agreement**. This Agreement, together with any attachments hereto contains the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof. In the event of any conflict between the provisions of the attachments and addenda to this Agreement and the provisions of this Agreement other than the attachments and addenda, the provisions of the attachments and addenda shall prevail.

K. **Force Majeure**. No party will be liable for any failure to timely perform obligations under this Agreement if prevented from doing so by a cause or causes beyond commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars or restraints of government.

L. **Genders and Numbers**. Use of the masculine, feminine or neuter gender and the singular or plural numbers shall be deemed to include the others whenever the context so indicates or requires.

M. **Governing Law**. This Agreement shall be governed in all respects by the laws of the state of Texas as well as any regulations promulgated thereunder, except as otherwise required by Applicable Laws.

N. **Modifications**. This Agreement may be amended and the Provider Manual may be revised as follows:

1. This Agreement may be amended by mutual written agreement of the parties. Notwithstanding the foregoing, however, BCBSTX may amend this Agreement and/or any attachment to the Agreement as follows:

   a. upon thirty (30) days prior Notice to Medical Group or such longer time period as may be required by Applicable Laws when the amendment is not materially adverse to Medical Group. In such event, Medical Group may terminate this Agreement by giving Notice of such termination to BCBSTX within thirty (30) days of Medical Group's receipt of such Notice of amendment, to be effective no earlier than thirty (30) days after such termination Notice is given; or

   b. upon ninety (90) days prior Notice when the amendment is materially adverse to Medical Group. In such event, Medical Group may terminate this Agreement by giving Notice of such termination to BCBSTX within thirty (30) days of Medical Group's receipt of such Notice of amendment, to be effective no earlier than the end of such amendment Notice period, unless within sixty-five (65) days following the date of such amendment Notice BCBSTX gives Notice to Medical Group that BCBSTX will not carry into effect such amendment.

   Medical Group's failure to give Notice of termination to BCBSTX within thirty (30) days of Medical Group's receipt of a Notice of amendment shall constitute agreement to and acceptance of such amendment by Medical Group. The amendment shall be effective on the effective date provided in BCBSTX's Notice of amendment, provided the amendment required by Applicable Laws shall be effective no later than the date required by such law or regulation and may be implemented beginning on that date by BCBSTX.

2. The Provider Manual may be revised by BCBSTX from time to time, or upon ninety (90) days prior Notice, when the revision is materially adverse to Medical Group. In such event, Medical Group may terminate this Agreement by giving Notice of such termination to BCBSTX within thirty (30) days of Medical Group's receipt of such Notice of revision, to be effective no earlier than the end of such revision Notice period, unless within sixty-five (65) days following the date of such revision Notice BCBSTX gives Notice to Medical Group that BCBSTX will not apply such revision to Medical Group.

   Medical Group's failure to give Notice of termination to BCBSTX within thirty (30) days of Medical Group's receipt of a Notice of Provider Manual revision shall constitute agreement to and acceptance of such revision by Medical Group. The revision shall be effective on the effective date provided in BCBSTX's Notice of Provider Manual revision, provided the revision

required by Applicable Laws shall be effective no later than the date required by such law or regulation and may be implemented beginning on that date by BCBSTX.

O. **No Solicitation.** Medical Group shall not, and Medical Group shall use best efforts to assure that Medical Group Providers shall not solicit, influence or induce or attempt to solicit, influence or induce any Subscriber to disenroll from any Health Plan or enroll in any other health care plan that would require such Subscriber to disenroll from a Health Plan. Furthermore, Medical Group and Medical Group Providers shall not solicit, influence or induce employers or other entities with which BCBSTX has entered into agreements to provide health care benefits to cease doing business with BCBSTX or diminish or otherwise affect their business relationship with BCBSTX. BCBSTX shall not solicit, influence or induce or attempt to solicit, influence or induce any Subscriber not to select Medical Group as Subscriber's Primary Care Physician, if applicable.

P. **Partial Invalidity.** If for any reason any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

Q. **Patient Communications.** Nothing contained in this Agreement is intended to prohibit or discourage Medical Group from discussing with or communicating in good faith to a current, prospective or former patient, or patient's designee, information or opinions regarding: (1) the patient's health care, including, but not limited to, the patient's medical condition or treatment options, including alternative medications, regardless of BCBSTX coverage limitations; or (2) the provisions, terms, requirements or services of the BCBSTX as they relate to the medical needs of the patient.

R. **Patient Protection and Affordable Health Care Act and Health Care and Education Reconciliation Act of 2010**. The parties acknowledge and agree that in the event BCBSTX develops and markets an Exchange plan pursuant to the Patient Protection and Affordable Health Care Act and Health Care and Education Reconciliation Act of 2010, the rates set forth in this Agreement may not be applicable to such Exchange plans.

S. **Retaliation.** BCBSTX acknowledges and agrees not to engage in any retaliatory action against Medical Group, including termination of this Agreement, because Medical Group has on behalf of a Subscriber reasonably filed a complaint against BCBSTX or has appealed a decision of BCBSTX.

T. **Self-Funded Plans.** Medical Group will provide services to persons enrolled in those employer-funded health benefit plans ("Self-Funded Plans"), for which BCBSTX provides administrative services and network access and management, on the same terms and conditions as Medical Group provides such services to Subscribers. Medical Group will be compensated for providing services to persons enrolled in Self-Funded Plans using the same methodology and on the same terms and conditions as are applicable for services provided to Subscribers. Medical Group acknowledges and agrees that BCBSTX does not underwrite the Self-Funded Plans' benefits. The Self-Funded Plans, and not BCBSTX, have sole financial responsibility for all benefits for persons enrolled in Self-Funded Plans.

U. **Use of BCBSTX Name**. Medical Group agrees not to use the names, symbols, marketing names, trademarks or service marks of BCBSTX in any advertising or promotional material or literature without the express, prior, written consent of BCBSTX and will cease any and all usage previously consented to upon withdrawal by BCBSTX of such consent or termination of the Agreement.

V. **Waiver of Breach**. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision of this Agreement.

GROUP MANAGED CARE AGREEMENT -- ATTACHMENT A

COMPENSATION / CLAIMS SUBMISSION

A. **Compensation.** Medical Group agrees to accept as compensation for Covered Services the lesser of (1) billed charges or (2) the fee for such service per the then current BCBSTX fee schedule, less any applicable Copayments, Coinsurance or Deductible amounts.

B. **Claims Submission.** Complete and properly executed claims must be submitted to BCBSTX or Payer within one hundred eighty (180) days of the date when services are rendered. Claims not submitted within three-hundred and sixty-five (365) days of the date when services are rendered will not be considered for payment, and Medical Group may not seek payment from Subscriber. For a claim for which coordination of payments applies, the 180-day period does not begin for submission of the claim to the secondary Payer until Medical Group receives notice of the payment or denial from the primary Payer. If Medical Group fails to submit a claim in compliance with this paragraph, Medical Group forfeits the right to payment unless Medical Group has certified that the failure to timely submit the claim is a result of a catastrophic event.

Claims may be submitted (1) electronically in the CMS National Standard Format (NSF) or the current version of the ANSI 837 format or (2) on a completed current version of the applicable CMS claim form.

Medical Group may not submit a duplicate claim prior to the 46th day (for non-electronically filed claims) or the 31st day (for claims filed electronically) after the date the original claim is presumed to be received by BCBSTX. As used herein, "duplicate claim" means any claim submitted by a Medical Group or provider for the same health care service provided to a particular individual on a particular date of service that was included in a previously submitted claim. The term does not include corrected claims.

BCBSTX and BCBSTX's clearinghouse may not refuse to process or pay an electronically submitted Clean Claim because the claim is submitted together with or in a Batch Submission with a claim that is deficient. As used herein, the term "Batch Submission" means a group of electronic claims submitted for processing at the same time within a HIPAA standard ASC X12N837 Transaction Set and identified by a batch control number.

AMENDMENT TO
BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION

GROUP MANAGED CARE AGREEMENT
FOR PPO/POS NETWORK PARTICIPATION

This Amendment ("Amendment") is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (hereinafter referred to as "BCBSTX") and HIDALGO COUNTY HEALTH DEPARTMENT (hereinafter referred to as (" Medical Group ").

WHEREAS, BCBSTX and Medical Group have entered into that certain BCBSTX Individual Group Managed Care Agreement ("Agreement"); and

WHEREAS, BCBSTX and Medical Group mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended as set forth in Attachment I hereto.

2. The provisions of this Amendment shall be treated as strictly confidential under the confidentiality provisions of the Agreement.

3. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

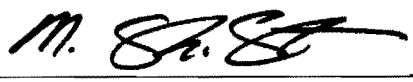
Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to be effective as of the Effective Date set forth below.

BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF
HEALTH CARE SERVICE CORPORATION

A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature

Authorized Signature:



Name: M. Shannon Stansbury

Title: Vice President, Network Management

Date: _____

Effective Date: _____

AMENDMENT TO GROUP MANAGED CARE AGREEMENT

ATTACHMENT I

The Agreement is amended as follows:

1. The following definitions are added to the Agreement:

   Hospital Acquired Conditions (HAC) – means serious preventable medical events which have been identified by the Centers for Medicare Services (CMS) that should never occur in a hospital and as may be more fully described in the Provider Manual.

   Never Events – means, as defined by the National Quality Forum (NQF), adverse events that are serious, but largely preventable, and of concern to both the public and health care providers and as may be more fully described in the Provider Manual.

2. The Subscriber Nonliability and Hold Harmless provision of the Compensation section is amended to add a new paragraph as follows:

   In addition, Medical Group who is responsible in whole or in part for the Never Event or HAC agrees that in no event shall Medical Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Subscriber for identified Never Event or HAC.

3. The Compensation section is amended to include the following new provisions:

   HAC and Never Events. Medical Group shall comply with the standards adopted by BCBSTX for HACs and Never Events as set forth in this Agreement and as may be more fully described in the Provider Manual.

   Disallowance of Services. Any disallowance of Inpatient services as a result of any utilization review, quality assurance or peer review activity, identified Never Event, or identified HAC shall be deducted from BCBSTX's payment obligations to Medical Group who is responsible in whole or in part for the Never Event or HAC. Medical Group has the right to appeal any such decision. All appeals must be in writing and submitted to BCBSTX.

AMENDMENT NUMBER 2 TO
BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION

GROUP MANAGED CARE AGREEMENT
FOR PPO/POS NETWORK PARTICIPATION

This Amendment ("Amendment") is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (hereinafter referred to as "BCBSTX") and Hidalgo County Health Department (hereinafter referred to as (" Medical Group ").

WHEREAS, BCBSTX and Medical Group have entered into that certain BCBSTX Group Managed Care Agreement effective 8/27/12 ("Agreement"); and

WHEREAS, BCBSTX and Medical Group mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended as set forth in Attachment I hereto.

2. The provisions of this Amendment shall be treated as strictly confidential under the confidentiality provisions of the Agreement.

3. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date set forth below.

BLUE CROSS AND BLUE SHIELD OF TEXAS, A DIVISION OF HEALTH CARE SERVICE CORPORATION	**MEDICAL GROUP**
A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature	
Authorized Signature:	Authorized Signature:
_____	_____
Name: M. Shannon Stansbury	Name: _____
Title: Vice President, Health Care Delivery	Title: _____
Date: _____	Date: _____
Effective Date: _____	NPI: _____

AMENDMENT TO GROUP MANAGED CARE AGREEMENT

ATTACHMENT I

The Agreement is amended as follows:

1. **Page 1, Paragraph 1.** is amended to read as follows:

   This Agreement is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("BCBSTX") and Hidalgo County Health Department, a government entity organized in the state of Texas ("Medical Group").

BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION

MEDICAL GROUP AGREEMENT FOR HMO NETWORK PARTICIPATION

This Agreement is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, ("HMO Blue"), and HIDALGO COUNTY HEALTH DEPARTMENT a professional entity organized in the state of Texas ("Medical Group").

As of the date executed, this Agreement includes the following:

Yes	No		
☒	☐	Medical Group Agreement	Compensation Paid Directly to:
☐	☒	Hospital Based Medical Group Provider Attachment	☒ Group ☐ Group Provider
☒	☐	Attachment A, Compensation – Fee For Service	
		HMO Blue has entered into an agreement to delegate one or more activities to Medical Group. HMO Blue's Vice President of Network Management represents HMO Blue concerning delegation agreement matters. This Delegation Agreement includes:	
☐	☒	Attachment B, Part 1 Delegated Activities and Monitoring Plan and the following:	
☐	☒	Attachment B, Part 2 Credentialing	
☐	☒	Attachment B, Part 3 Utilization Management	
☐	☒	Attachment B, Part 4 Claims	
☐	☒	Attachment C, Performance Incentives	
☐	☒	Business Associate Addendum	

In addition, Medical Group has entered into:

☐	☒	Financial Assurance Agreement
☐	☒	Subdelegation Consent Agreement

Medical Group is a:
☒ Specialist Group
☐ Primary Care Physician Group
☐ Primary and Specialty Care Group

Any Notice to be given pursuant to the terms and provisions of this Agreement shall be sent to HMO Blue at:

HMO Blue® Texas
4444 Corona, #120
Corpus Christi, TX 78411

and to Medical Group and/or Medical Group Providers at:

HIDALGO COUNTY HEALTH DEPARTMENT
1304 S 25TH AVE
EDINBURG, TX 785427205

Multiple Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date set forth below.

HMO BLUE	**MEDICAL GROUP**
A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature.	
Authorized Signature:	Authorized Signature:
_____	_____
Printed Name: M. Shannon Stansbury	Printed Name: _____
Title: Vice President, Network Management	Title: _____
Date: _____	Date: _____
Effective Date: _____	NPI: 1932146636

MEDICAL GROUP AGREEMENT

PART I. DEFINITIONS

AFHC Program means Blue Cross and Blue Shield Association's Away From Home Care® Program.

Agreement means this contract and all attachments and amendments appended hereto.

Applicable Laws means all federal and Texas laws and regulations that are applicable to any provisions of this Agreement, including, without limiting the foregoing, laws applicable to an HMO certified under the Texas Insurance Code.

Capitated Services means those Covered Services (that are not Out-of-Network Services) as defined in Attachment A for which a Participating Provider receives Capitation in lieu of fee-for-service payments.

Capitation means a payment system which pays a fixed actuarially determined amount per month for each HMO Blue Member and which may be based on such factors as age, sex and benefit plan.

Capitation Fees means, if applicable, the amount prepaid by HMO Blue in exchange for a Participating Provider's obligation to render the Capitated Services set forth in Attachment A pursuant to the terms of the Agreement.

Clean Claim means a clean claim as defined by applicable Texas law and regulation.

Coinsurance means, if applicable, the specified percentage of the fee for a Covered Service that is payable by the Member pursuant to the Membership Agreement. The Member's obligation to make Coinsurance payments may be subject to an annual out-of-pocket maximum specified in the Membership Agreement.

Copayment means the amount required to be paid to Medical Group or Medical Group Provider by or on behalf of a Member in connection with the services rendered by the Medical Group or Medical Group Provider.

Covered Services means those health services specified and defined as Covered Services under the terms of a Member's Health Plan.

Debarment means the prohibition of a Provider from receiving compensation for services provided under any federal health benefit plan or program, including, without limiting the foregoing, Medicare, Medicaid, and the Federal Employees Health Benefits Plan ("FEP"), as reported by the federal Office of Personnel Management ("OPM"), Office of the Inspector General ("OIG"), the Center for Medicare and Medicaid Services ("CMS"), Office of Foreign Assets Control ("OFAC") or other applicable agency.

Deductible means, if applicable, the specified annual amount of payment for certain Covered Services, expressed in dollars, that the Membership Agreement requires the Member to pay before the Member can receive any benefits under the Membership Agreement for the Covered Services to which the Deductible applies.

Delegated Entity means an entity other than a health maintenance organization that, by itself, or through subcontracts with one or more entities, is contracted with HMO Blue to arrange for or to provide medical care or health care to Members in exchange for predetermined payment on a prospective basis and that accepts responsibility to perform on behalf of Health Plan any function regulated by the Texas Insurance Code. The term does not include an individual physician or a group of employed physicians practicing medicine under one federal tax identification number and whose total claims paid to providers not employed by the group is less than twenty percent (20%) of the total collected revenue of the group calculated on a calendar year basis.

Delegated Network means any Delegated Entity that assumes total financial risk for more than one of the following categories of health care services: medical care, hospital or other institutional services, or prescription drugs, as defined by applicable law regulating pharmacies in the state of Texas. The term does not include a Delegated Entity that shares risk for a category of services with a health maintenance organization.

Designated Members means those Members who have selected or been assigned to, and been accepted by, a Medical Group Provider who is acting as the Members' Primary Care Physician.

Emergency Care means health care services provided in a Hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson possessing an average knowledge of medicine and health to believe that such person's condition, sickness or injury is of such a nature that failure to get immediate medical care could result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part; (4) serious disfigurement; or (5) in the case of a pregnant woman, serious jeopardy to the health of the fetus.

Health Plan means any group or individual health benefits plan whether insured or self-funded which provides its participants access to health care services that is operated, administered or underwritten, in whole or in part by HMO Blue, a subsidiary, an affiliate of HMO Blue, and that has entered into any agreement to provide or administer Covered Services. The term affiliate includes, but is not limited to, any licensed entity associated with the Blue Cross and Blue Shield Association that participates in the AFHC Program, or in which Health Care Service Corporation has an ownership interest.

Hospital means either: (1) a licensed and accredited health facility which is, for compensation, primarily engaged in providing medical, diagnostic and surgical facilities for the care and treatment of sick and injured patients on an Inpatient basis, and which provides such facilities under the supervision of a staff of physicians and twenty-four (24) hour a day nursing service by registered nurses (a facility which is principally a rest home, nursing home or home for the aged is not included); (2) a psychiatric Hospital licensed as a health facility and accredited by the Joint Commission on Accreditation of Healthcare Organizations; or (3) a licensed health facility operated primarily for the treatment of alcoholism and/or drug abuse accredited by the Joint Commission on Accreditation of Healthcare Organizations.

In-Network Services means Covered Services provided to Members of HMO Health Plans and of POS Plans to the extent the Covered Services are provided in accordance with the Health Plan's requirements for in-network benefits set forth in the applicable Membership Agreement. Except for Emergency Care, such services generally must be provided in the Service Area by Members' Primary Care Physicians or obtained through a network of Participating Providers with a Proper Referral and with Preauthorization, where required.

Inpatient means a Member admitted to a Hospital as a registered bed patient and who requires the acute bed patient overnight setting.

Institutional and Other Services means those non-physician Covered Services provided by or through a state licensed facility or entity. Such services include, but are not limited to, Inpatient or Outpatient Hospital services, skilled nursing facility services, ambulance services and pharmacy services.

Limited Provider Network means a subnetwork within an HMO delivery network in which contractual relationships exist between physicians, certain Providers, independent physician associations and/or physician groups which limit Members' access to only the physicians and Providers in the subnetwork.

Medical Director means a physician designated by HMO Blue, or such physician's designee, who is responsible for monitoring the provision of Covered Services to Members.

Medical Group means the above named entity that has entered into this Agreement with HMO Blue to provide or arrange for the provision of Covered Services to Members. Where applicable by context, Medical Group also means Medical Group Providers. Medical Group shall require that Medical Group Providers comply with the provisions of this Agreement that are applicable by context to Medical Group Providers.

Medical Group Provider means an individual physician or Provider appropriately licensed to provide health care services who participates with Medical Group and includes, without limiting the foregoing, Medical Group Primary Care Physician, Medical Group Specialist, and Medical Group Obstetrician/Gynecologist.

Medically Necessary or **Medical Necessity** means health care services that a Medical Group or Medical Group Provider, exercising prudent clinical judgment, would provide to a Member for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Member's illness, injury or disease; and (c) not primarily for the convenience of the Member, Medical Group or Medical Group Provider, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that Member's illness, injury or disease. For these purposes, "generally accepted standards

of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Member means an individual who is eligible to receive Covered Services under a Health Plan.

Membership Agreement means the Member's group or individual service agreement/certificate of coverage, schedule of benefits and any supplemental benefit riders, or comparable contractual documents describing the scope and conditions of coverage under the Member's Health Plan.

Notice means any notice required or allowed to be given pursuant to the terms and provisions of this Agreement. Notices shall be sent in writing by United States mail, certified mail, traceable commercial delivery, or electronic transmission, and shall be deemed to be given when received. Notices sent by United States mail shall be deemed to be received on the third business day following their deposit in the United States mail.

Obstetrician/Gynecologist means a Participating Specialist who may be selected by a female Member to provide: (1) well-woman exams; (2) obstetrical care; (3) care for all active gynecological conditions; and (4) diagnosis, treatment and referral for any disease or condition within the scope of the professional practice of the Obstetrician/Gynecologist.

Out-of-Network Services means Covered Services provided to Members of POS Plans which are not In-Network Services.

Outpatient means a Member receiving Covered Services but not as an Inpatient.

Participating means a Provider is under contract with HMO Blue or an affiliate of HMO Blue to provide Covered Services to Members. The Participating Provider may be contracted either (1) directly, or (2) indirectly through a subcontract with a Participating Medical Group, independent practice organization or physician hospital organization or similar organization.

Payer means an entity other than HMO Blue that is financially responsible for payment for Covered Services under a Health Plan.

POS Plan means a point-of-service Health Plan offered or administered by an HMO under which a Member can choose, at the time Member seeks covered non-emergency care, whether to obtain In-Network Services or Out-of-Network Services.

Preauthorization means HMO Blue's prior approval of the Medical Necessity of certain services provided to Members under the terms of their Membership Agreement.

Primary Care Physician means a Participating physician who has agreed to be responsible for providing basic health services, coordinating the care of individual Members, and as applicable, referring those Members to other Participating Providers.

Proper Referral means a referral issued by a Member's Primary Care Physician pursuant to the applicable UM Program, for a Member to receive a particular In-Network Service within a specified time frame. Proper Referrals are required for all In-Network Services provided to Members that are not provided by the Member's Primary Care Physician, except for: (1) Emergency Care, (2) In-Network Services, including behavioral health services, obtained by a Member by self-referral to a Participating Provider, as expressly permitted by Member's Membership Agreement or as required by Applicable Laws; (3) Obstetrical and Gynecological care; and (4) Urgent Care services which are Covered Services under Member's Membership Agreement. A Proper Referral from the Member's Primary Care Physician must identify the particular Participating Provider (or non-Participating Provider, if approved by HMO Blue or the applicable UM Agent) who is to provide the service. Where the Membership Agreement requires a particular In-Network Service to be Preauthorized in order to be a Covered Service, a Proper Referral must include such Preauthorization.

Provider means any appropriately licensed provider of health care services.

Provider Manual means HMO Blue policies, procedures, and guidelines as set forth in a manual as supplemented by written materials, including HMO Blue Provider correspondence and the Blue Cross and Blue Shield of Texas Web site, which may be revised from time to time, subject to the provisions of **Part X, General Provisions, Section N, Modifications**. In the event of a conflict between the Provider Manual and terms of this Agreement, the terms of this Agreement shall apply.

Service Area means that geographic area served by HMO Blue.

Specialist means a Participating Provider who is a physician or health care professional, other than a Primary Care Physician.

UM Agent means an entity that is a licensed utilization review agent under Applicable Laws and is designated to perform utilization management ("UM") in connection with the care of Members of a Health Plan, which is usually indicated on the Member's identification card. The administrator of the applicable Health Plan may designate HMO Blue or another licensed utilization review agent to act as UM Agent for purposes of this Agreement and may designate one or more UM Agents to perform various UM activities. To the extent that HMO Blue has been designated as the UM Agent, HMO Blue may delegate any of HMO Blue's obligations to perform UM to any other entity licensed or otherwise permitted, in accordance with Applicable Laws, to perform UM in Texas.

UM Program means the guidelines, standards and procedures for UM activities that are used in connection with the applicable Health Plan, as more fully described in this Agreement.

Urgent Care means medical care that is delivered in a facility dedicated to the delivery of unscheduled, walk-in medical care that is not Emergency Care to any Member outside of a Hospital emergency department or comparable facility.

PART II. OBLIGATIONS OF MEDICAL GROUP

A. **Covered Services.**

1. If Medical Group includes Primary Care Physicians, each Medical Group Primary Care Physician shall provide all primary care services to Designated Members within the scope of Primary Care Physician's practice or license and agrees to assume primary responsibility for coordinating the overall health care of Designated Members and to provide or arrange for all other Covered Services subject to the terms and conditions of this Agreement. Further, such Primary Care Physician shall make available to Members those health education programs routinely provided by Primary Care Physician.

2. If Medical Group includes Specialists, each Medical Group Specialist shall accept as patients those Members who are referred by a Primary Care Physician or Obstetrician/Gynecologist, or as a result of Emergency Care, and shall provide to such Members those Covered Services that such Specialist commonly performs within Specialist's scope of practice or license subject to the terms and conditions of this Agreement.

B. **Availability**. Medical Group shall ensure that Covered Services are readily available during Medical Group's regular business hours on business days, and that Emergency Care Covered Services are available twenty-four (24) hours per day, seven (7) days per week, including holidays. Medical Group shall provide such services in the same manner, in accordance with the same standards, and within the same time availability as such services are provided to other patients without regard to the degree or frequency of utilization of such Covered Services by Members. In the event Medical Group Provider is temporarily unavailable, Medical Group Provider may provide Covered Services through a designee, provided that such designee, must have an equivalent competence and specialty, and must agree to provide Covered Services to Members under the same compensation arrangements and comply with HMO Blue procedures. Medical Group may make a special arrangement with HMO Blue in the event of the extended temporary absence of a Medical Group Provider. A Primary Care Physician or designee shall be available at all times to direct patient care rendered by Hospital emergency department personnel for determination of appropriateness and Medical Necessity and to provide post-stabilization treatment to Members following Emergency Care. Medical Group acknowledges and agrees that such requests must be responded to by Medical Group within the time appropriate to the circumstances, but in no case to exceed one (1) hour.

C. **Standard of Care**. Medical Group shall, and shall require Medical Group Providers to, comply with Applicable Laws and all applicable professional standards, and shall provide Covered Services in accordance with generally accepted medical and surgical practices and standards prevailing at the time of treatment. In addition, Medical Group and Medical Group Providers shall comply with the standards adopted by HMO Blue's quality improvement and UM Program set forth in the Provider Manual.

D. **Licensure and Medical Staff Requirements.** Medical Group warrants and represents as a material term of this Agreement that each Medical Group Provider has and will continue to have, as long as this Agreement remains in effect, all the requisite licenses/certifications required by the state of Texas and such other governmental and professional boards and bodies having authority over Medical Group Provider's business/profession, including, where applicable, a currently valid, unrestricted license to practice medicine in the state of Texas, and further that each Medical Group Provider who is a physician is and will be a member in good standing with admitting privileges at, and on the staff of at least one Participating Hospital. Except with respect to stabilization following Emergency Care, Medical Group will require that Members be admitted only to Participating Hospitals unless HMO Blue Preauthorizes the admission.

E. **Proper Referral and Preauthorization.**

1. Medical Group Primary Care Physicians or Medical Group Obstetrician/Gynecologists referring a Member to another Provider for treatment shall comply with all Proper Referral and Preauthorization procedures set forth in this Agreement and in the Provider Manual. Medical Group Providers will only refer to Participating Providers except in cases of Emergency Care or, if Preauthorized by HMO Blue, when no Participating Providers are available to provide the necessary services as required by the Applicable Laws.

2. Medical Group Specialist shall comply with all Proper Referral and Preauthorization procedures set forth in this Agreement and in the Provider Manual. Medical Group Specialists shall provide Covered Services to Members only upon a Proper Referral or Preauthorization, as applicable, except in cases requiring Emergency Care. Medical Group Specialist shall discuss with and seek approval from the referring Participating physician prior to rendering or arranging any continuing treatment which is beyond the specific treatment described in the Proper Referral. In addition, Medical Group Specialist shall not refer a Member to another physician or Provider without the prior concurrence of the Member's Primary Care Physician or Obstetrician/Gynecologist, as applicable.

3. Members may directly access an Obstetrician/Gynecologist and such Obstetrician/Gynecologist shall provide Covered Services for: (a) well woman exams; (b) obstetrical care; (c) care for all active gynecological conditions; and (d) diagnosis, treatment and referral for any disease or condition within the scope of the professional practice of the Obstetrician/Gynecologist. Information regarding Member's care will be shared with Member's Primary Care Physician. If Member's Primary Care Physician is in a Limited Provider Network, a Member may only directly access an Obstetrician/Gynecologist who is in the same Limited Provider Network unless no such Obstetrician/Gynecologist is available. Preauthorization by HMO Blue is necessary for a Member to access an Obstetrician/Gynecologist who is not in the Member's Limited Provider Network.

4. Subject to the terms of Member's Membership Agreement, Member may directly access Covered Services that are Urgent Care. Information regarding Member's care will be shared with Member's Primary Care Physician. If Member's Primary Care Physician is in a Limited Provider Network, a Member may only obtain Urgent Care in a facility that is in the same Limited Provider Network unless no such facility is available. Preauthorization by HMO Blue is necessary for a Member to access such a facility that is not in the Member's Limited Provider Network.

5. When Medical Group is a Limited Provider Network or a Delegated Entity, if Medically Necessary Covered Services are not available for a Member through Medical Group Providers, Medical Group must, on request of a physician who is a Medical Group Provider, allow a Proper Referral to a Provider that is not Participating. Medical Group shall fully compensate the non-Participating Provider at the usual and customary or an agreed upon rate when Medical Group is a Delegated Entity. The Proper Referral shall be allowed within the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but not later than the 5th business day after the date any reasonably requested documentation is received by Medical Group. The Member may not be required to change the Member's Primary Care Physician or specialist Providers to receive Medically Necessary Covered Services that are not available within Medical Group. The decision of Medical Group must be subject to a review by a specialist of the same or similar specialty as the type of Provider to whom a referral is requested before Medical Group may deny a referral. A denial of a referral for services by a non-Participating Provider under this section is subject to appeal under the provisions for appeal of adverse determinations contained in the Texas Insurance Code.

6. Costs of services rendered by Medical Group without a Proper Referral or Preauthorization where required shall be the financial responsibility of Medical Group. The involvement of HMO Blue or other administrator of any Health Plan and/or the applicable UM Agent or a Delegated Entity in decisions relating to the coverage of services rendered to Members under Health Plans shall not diminish the ultimate and sole responsibility of Medical Group for any professional authority over their professional practice with respect to the care of such Members. Covered Services of Hospital based physicians and Providers are authorized when they are associated with Covered Services for which a Proper Referral has been issued.

7. Subject to the procedures contained in the Provider Manual, Preauthorization is not an assurance or guarantee of payment; however, Payer or HMO Blue will not deny a claim for Preauthorized services solely on the basis that they were not Medically Necessary unless the requesting Provider has materially misrepresented the proposed services or the Member's condition. HMO Blue may deny a claim for a Preauthorized service when the Provider has substantially failed to perform the proposed services.

F. **Facilities, Equipment and Staff**. The following requirements shall be met or performed by Medical Group and/or Medical Group Providers, as applicable:

1. Provide and maintain facilities and/or equipment which are of adequate capacity, clean, safe, readily accessible to Members and, where appropriate, properly licensed and/or registered.

2. Assure the appropriate supervision of, licensure/certification of, and insurance coverage for, all employed or subcontracted staff that provide Members Covered Services that are performed under the direction of Medical Group Providers.

3. Have written policies that are implemented and enforced and that describe the duties of any employed or subcontracted physician assistants, advanced practice nurses and other individuals other than physicians in accordance with statutory requirements for licensure, delegation, collaboration and supervision as appropriate.

4. If Medical Group is a Limited Provider Network, maintain a sufficient number of physicians and Providers to provide Covered Services to Members within the Limited Provider Network.

If any employee or subcontractor of Medical Group violates any of the provisions of Applicable Laws or the Provider Manual or commits any act or engages in any conduct for which Medical Group's license/certification may be revoked or suspended by the state of Texas (whether or not such authority revokes or suspends said license/certification) or is otherwise disciplined by such licensing authority or any professional organization having authority over such employee or contracting agent, HMO Blue may immediately require such employee or subcontractor to cease providing services to Members under this Agreement.

G. **Administrative Services**. Medical Group shall perform or contract for all administrative and support services necessary for Medical Group to perform Medical Group's obligations under this Agreement and as set forth in the Provider Manual.

H. **HMO Blue Complaint Procedures.** Medical Group and Medical Group Providers shall cooperate with HMO Blue in identifying, processing and in supporting HMO Blue's resolution of all Member complaints and grievances pursuant to the Member complaint procedures set forth in the Membership Agreement. Medical Group also agrees to cooperate with HMO Blue in identifying, processing and resolving all Provider complaints and use the Provider complaint procedure described in the Provider Manual, in the event Medical Group has a complaint from a Medical Group Provider, a non-Medical Group Participating Provider or a non-Participating Provider. Each Medical Group Provider shall post in Medical Group Provider's office(s) a notice to Members regarding the process for resolving complaints with HMO Blue substantially in the form recommended by the Texas Department of Insurance (TDI). The notice must include TDI's toll-free telephone number for filing complaints. Medical Group shall forward to HMO Blue all written and oral complaints from Members within four (4) calendar days of receipt, unless a shorter period is required by Applicable Laws or applicable accreditation standards. Medical Group shall respond in an accurate, appropriate and complete manner to HMO Blue inquiries and document requests within three (3) calendar days when they relate to TDI complaints, and within five (5) calendar days when they relate to Member and Provider inquiries and complaints. When Medical Group is a Delegated Entity under Part 3 or Part 4 of Attachment B, of the Delegation Agreement, Medical Group shall maintain a log containing all Member and Provider complaints setting forth the date and nature of each complaint, where the complaint originated, and whether the complaint was made orally or in writing. The logs shall be

available for review by HMO Blue during normal business hours and copies must be provided by Medical Group to HMO Blue upon request.

I. **Member Identification**. Medical Group Provider shall request Member to present Member's HMO Blue identification card each time Member seeks Covered Services and, if applicable, by checking the membership list provided by HMO Blue in accordance with this Agreement. For patients claiming enrollment in HMO Blue, but not appearing on the membership list, Medical Group Provider shall request eligibility information by telephoning HMO Blue or by other electronic means established by HMO Blue. However, obtaining information concerning eligibility at the time of service by Medical Group as described in this Agreement is not verification and does not guarantee payment by HMO Blue in the event that Member is later determined to have been ineligible for benefits at the time of service.

J. **Termination of the Medical Group/Patient Relationship.**

1. Under certain circumstances, Medical Group Provider may terminate Medical Group Provider's professional relationship with a Member as provided for and in accordance with the provisions of the Provider Manual. Medical Group Provider may not terminate Medical Group Provider's relationship with a Member because of such Member's medical condition or the amount, types or cost of Covered Services that are required by the Member.

2. Medical Group acknowledges that a Member may request transfer to another Participating physician or Medical Group Provider's care in accordance with the Member's Membership Agreement. Medical Group shall require that the Medical Group Provider provide patient records, reports and other documentation regarding such Member at no cost upon request in order to facilitate such transfer.

K. **Required Disclosures**. Medical Group shall notify HMO Blue at least thirty (30) days in advance if there is a change in the business address, telephone number, hours of operation, tax identification number, other billing information or services provided by Medical Group or Medical Group Provider. Additionally, Medical Group shall notify HMO Blue immediately in writing upon the occurrence of any of the following events:

1. Medical Group's, Medical Group Provider's, or any Medical Group employee's or subcontractor's applicable license or certification to practice in Texas or DEA/DPS registration is suspended, revoked, terminated or subject to terms of probation or other restriction (whether or not such action is stayed); or Debarment of Medical Group, Medical Group Provider, or any Medical Group employee or subcontractor, or inclusion of Medical Group, Medical Group Provider, or any Medical Group employee or subcontractor in the OFAC/OIG/GSA/OPM list;

2. A Medical Group Provider's medical staff privileges at any Hospital are denied, suspended, restricted, revoked or voluntarily relinquished in lieu of disciplinary action;

3. Medical Group, Medical Group Provider or any Medical Group employee or subcontractor, becomes the subject of any disciplinary proceeding, Debarment or action before the Texas State Board of Medical Examiners or a similar agency in any state;

4. A Medical Group Provider, or any Medical Group employee or subcontractor, is charged with or indicted for, or convicted of, fraud or a felony;

5. An act of nature or any event beyond Medical Group's reasonable control occurs, which substantially interrupts all or a portion of Medical Group's business or practice or which has a materially adverse effect on Medical Group's ability to perform Medical Group's obligations under this Agreement;

6. The material modification or termination, or reduction in the amount, of the insurance coverage required for participation in HMO Blue, or replacement of coverage which is canceled or terminated;

7. Medical Group or Medical Group Provider learns of any claim or malpractice action or other lawsuit or other action brought against Medical Group or any Medical Group Provider, or Medical Group employee or subcontractor, or becomes aware of a malpractice judgment or settlement against Medical Group, Medical Group Provider or any Medical Group employee or subcontractor;

8. Significant changes in administrative capacity, including information systems, and operational staff that may have a material adverse effect on Medical Group's ability to perform Medical Group's obligations under this Agreement; or

9. Any other situation which could reasonably be expected to affect the ability of Medical Group to carry out Medical Group's obligations under this Agreement.

L. **Provider Directory.** Medical Group agrees that HMO Blue may list such information as Medical Group or Medical Group Provider's name, specialty, address, telephone number and board status and other information in HMO Blue publications provided to Participating physicians, Participating Providers and Members and may use such information in advertising and marketing materials.

M. **Medical Group Status.**

1. Medical Group certifies that neither Medical Group, Medical Group Providers nor Medical Group's employees or subcontractors have been: (a) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (federal, state or local) contract or subcontract, (b) listed by a federal governmental agency as debarred, (c) proposed for Debarment or suspension or otherwise excluded from federal program participation, (d) been convicted of or had a civil judgment rendered against Medical Group, Medical Group Providers, Medical Group's employees or subcontractors regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (e) within a three (3) year period preceding the date of this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

2. Medical Group acknowledges and agrees that Medical Group has a continuing obligation to notify HMO Blue in writing within seven (7) business days if any of the above-referenced representations change. Medical Group further acknowledges and agrees that any misrepresentation of Medical Group's status or any change in Medical Group's status at any time during the term of this Agreement may be grounds for immediate termination of this Agreement, at the sole discretion of HMO Blue.

N. **HMO Blue Credentialing Procedures**. Medical Group shall cooperate and comply with, and be subject to, HMO Blue credentialing and recredentialing policies and procedures. Medical Group further acknowledges and agrees, except as may be required by Applicable Laws, a Medical Group Provider will not become a Participating Provider in HMO Blue until approved by HMO Blue pursuant to such credentialing policies and procedures and that continued participation in HMO Blue is subject to the recredentialing process at intervals provided for in such policies and procedures.

O. **Capacity**. Each Member shall select a Primary Care Physician in accordance with the procedures set forth in the Membership Agreement. Medical Group and each Medical Group Provider who is a Primary Care Physician agree to accept Members who have selected or who have been assigned to the Primary Care Physician unless Medical Group notifies HMO Blue that the Primary Care Physician's entire practice is closed to new patients of HMO Blue as well as new patients of all other health plans or unless the Primary Care Physician's practice contains 300 Members. Medical Group must give HMO Blue not less than ninety (90) day prior Notice of closing a Primary Care Physician's practice to new Members. Notwithstanding practice closure, Medical Group agrees to accept all existing patients who are or become Members. Medical Group agrees that HMO Blue shall have no obligation to guarantee any minimum number of Members to Medical Group and that Medical Group shall accept all patients enrolling as HMO Blue Members.

P. **Medical Group Subcontracts with Physicians and Providers.**

1. Medical Group shall furnish to HMO Blue in advance of its use the standard form of all subcontracts between Medical Group and any Medical Group Providers, including any material changes to such forms, in accordance with Applicable Laws and the Provider Manual. In addition, Medical Group shall provide to HMO Blue the executed signature page of each such contract and any material changes to such contract. Medical Group will ensure such Medical Group Providers comply with all terms and conditions set forth in the Membership Agreement and this Agreement.

2. Contracts between Medical Group and Medical Group Providers must contain provisions requiring such Medical Group Providers to comply with the provisions of this Agreement, and the Provider Manual where applicable, and must allow such Medical Group Providers to terminate such contracts on ninety (90) days advance Notice, and may not contain restrictions on such Provider's right to contract directly, or indirectly, through another medical group, with HMO Blue after termination of such Medical Group Provider's contract with Medical Group.

PART III. OBLIGATIONS OF HMO BLUE

A. **Provider Manual**. HMO Blue shall make available to Medical Group the Provider Manual. The Provider Manual may be revised by HMO Blue from time to time and in accordance with this Agreement. Where practicable, HMO Blue shall use best efforts to provide advance Notice to Medical Group of substantive changes to the Provider Manual.

B. **Identification Cards**. HMO Blue shall issue identification cards to Members.

C. **Membership List**. If applicable, HMO Blue shall notify Medical Group of Designated Members selecting Medical Group as their Primary Care Physician and will provide membership lists to Medical Group as set forth in the Provider Manual.

D. **Assignment of Members**. If a Member does not select a Primary Care Physician at the time of application or enrollment, HMO Blue may assign Member to a Primary Care Physician. If HMO Blue elects to assign Member, the assignment shall be made in a manner that results in a fair and equal distribution of Members among Primary Care Physicians. If applicable, HMO Blue shall notify Medical Group of Designated Member's assignment within thirty (30) working days of the assignment.

E. **Service Preauthorizations**. HMO Blue shall Preauthorize Covered Services as set forth in the Provider Manual and in accordance with provisions of this Agreement.

F. **Administrative Services**. HMO Blue shall be responsible for all administrative activities necessary or required for the operation of a health maintenance organization. Such activities shall include, but are not limited to, marketing, advertising, customer service, underwriting, establishment and collection of premiums, maintenance of membership (non-medical) records, accounting, maintenance of a medical management information system and negotiation of contracts with Providers of Covered Services.

G. **Advisory Review Panel**. HMO Blue may establish one or more health services delivery advisory review panels to advise HMO Blue on a variety of issues. Medical Group Providers may be requested from time to time by HMO Blue to serve as members on such panels.

H. **Credentialing**. HMO Blue shall administer a credentialing and recredentialing program pursuant to which the credentials of Provider applicants are reviewed and approved for acceptance as Participating Providers.

I. **Complaints.** HMO Blue will establish and maintain a complaint procedure as required by the Provider Manual and Applicable Laws.

PART IV. COMPENSATION

A. **Payment**.

1. **Claims Payment**. HMO Blue or Payer shall pay Medical Group for Covered Services rendered to Members less any applicable Member Copayments, Coinsurance or Deductible amounts as described in **Attachment A, Compensation/Claims Submission**. Medical Group shall accept such compensation, and any applicable Member Copayment, Coinsurance or Deductible as Medical Group's only compensation for Covered Services. HMO Blue or Payer shall make such payment for services within forty-five (45) days of receipt of Clean Claims in a nonelectronic format or within thirty (30) days of receipt of Clean Claims that are electronically submitted. If the Health Plan is a secondary insurer, then a claim must include the amount paid as a covered claim by the primary insurer to be a Clean Claim. Any dispute arising from such payment shall be resolved in accordance with **Part X, General Provisions, Section I, Dispute Resolution**.

2. **Recovery of Overpayments and Underpayments.**

a. In the event that HMO Blue determines an overpayment, including a duplicate payment, has

been made, Medical Group and/or Medical Group Provider agrees to promptly make repayment to HMO Blue or Payer when requested. If Medical Group and/or Medical Group Provider fail to make such repayment or appeal such determination within the time period specified in Applicable Laws, Medical Group and/or Medical Group Provider shall allow overpayments to be deducted from future payments, for the same or different Members, with an explanation of the action taken.

b. Overpayments determined by Medical Group and/or Medical Group Provider on a claim or claims, including duplicate payments, shall be refunded promptly to HMO Blue, but in no event later than thirty (30) days following such determination.

c. Any underpayments shall be added to future payments by HMO Blue to Medical Group and/or Medical Group Provider.

d. Any dispute arising from a deduction or payment with respect to an overpayment or underpayment shall be resolved in accordance with the Provider complaint procedures set forth in **Part II, Obligations of Medical Group, Section H, HMO Blue Complaint Procedures**.

3. **Deadline for Reconsideration**. Requests for reconsideration of claims payment determination must be in writing, include all pertinent information, and sent as directed and within the deadline, all as specified in the Provider Manual.

B. **Copayments, Coinsurance and Deductibles**. The collection of Member Copayments, Coinsurance or Deductible amounts is the sole responsibility of Medical Group Provider. Medical Group shall require Medical Group Providers to diligently pursue, and have responsibility for, collection of any applicable Copayment, Coinsurance or Deductible amount from Members and shall in no event offer, publicize or advertise any waiver or other reduction of any Copayment, Coinsurance or Deductible amount unless specifically authorized in writing by HMO Blue. All Copayments, Coinsurance and Deductible amounts shall be as specified in the Membership Agreement, and the amounts of the Copayments, Coinsurance or Deductible which Medical Group Provider is authorized to collect from the Member shall not exceed the amounts so specified.

C. **Claims and Encounter Data**. Medical Group shall submit complete and properly executed claims or encounter information to HMO Blue within the required filing period, as described in **Attachment A, Compensation/Claims Submission**.

D. **Member Nonliability and Hold Harmless**.

1. Medical Group hereby agrees that in no event, including, but not limited to, non-payment by HMO Blue or Payer, insolvency of HMO Blue or Payer or breach of this Agreement, shall Medical Group or Medical Group Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Member or persons other than HMO Blue acting on Member's behalf for Covered Services. This provision shall not prohibit collection of supplemental charges or Copayments, Coinsurance or Deductible amounts payable in accordance with the terms of Member's Membership Agreement.

2. Medical Group further agrees that: (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Member; and (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Medical Group or a Medical Group Provider and Member or persons acting on their behalf.

3. Any modifications, additions or deletions to the provisions of this section shall become effective on a date no earlier than fifteen (15) days after the Commissioner of Insurance has received written notice of such proposed changes.

E. **Services Included in Medical Group Compensation**. Compensation by HMO Blue for Covered Services provided by Medical Group within the scope of Medical Group's practice or license is inclusive of the cost of incidental services in support of such Covered Services. Compensation for such incidental services may not be billed separately by Medical Group or another Provider or other entity; provided that professional services necessary for the treatment of the Member that require the use of equipment that is supplied or arranged for by Medical Group may be billed separately by the person providing those professional services. Only Medical Group may bill HMO Blue for all services provided to Member at Medical Group's or Medical Group Provider's facility.

F. **Billing for Non-Covered Services**. In the event that HMO Blue determines and informs Medical Group that a proposed service is not a Covered Service, including but not limited to services that are determined to be experimental/investigational or not Medically Necessary, Medical Group must inform the Member in writing in advance of the service being rendered that the service is a non-Covered Service in order to be allowed under this Agreement to bill the Member for the service rendered. The Member must also acknowledge this disclosure in writing and agree to accept the service as a non-Covered Service billable directly to the Member. In the event that the Member's benefits are exhausted, Medical Group may continue to provide treatment to the Member if the Member agrees in writing to pay for those services; provided, however, that Medical Group may not charge the Member more than the amount allowed as described in Attachment A.

G. **Third Party Collections**. Medical Group shall cooperate with HMO Blue in the collection on HMO Blue's behalf of third party payments including workers' compensation, third party liens and other third party liability according to the procedures set forth in the Provider Manual. Medical Group agrees that Medical Group or Medical Group Provider will file claims and encounter information with HMO Blue even if Medical Group believes or knows that there is third party liability and the existence of third party liability will not affect Medical Group's or Medical Group Provider's total compensation for Covered Services.

H. **Coordination of Benefits**. Medical Group shall comply with the requirements of Applicable Laws and the Provider Manual regarding Covered Services involving coordination of benefits. Medical Group agrees to submit applicable claims and encounter information concerning other carriers to HMO Blue even if Medical Group believes that coordination of benefits may apply and HMO Blue is not the primary carrier.

PART V. QUALITY IMPROVEMENT AND UTILIZATION MANAGEMENT

A. **HMO Blue Responsibilities**. HMO Blue shall conduct peer review, quality improvement and the UM Program in accordance with Applicable Laws. HMO Blue's UM Program may include the establishment of advisory review panels to conduct quality of care and utilization review activities in accordance with Applicable Laws. All HMO Blue quality improvement and UM forms, records and other information shall remain the property of HMO Blue and shall remain confidential.

B. **Medical Group Responsibilities**. Medical Group agrees to comply with and be subject to the quality improvement program and the UM Program conducted by HMO Blue and cooperate with peer review activities, all as set forth in the Provider Manual, and to promote Member participation in HMO Blue disease management programs as applicable. These programs may be revised from time to time, and may include, but are not limited to, Preauthorization of elective Inpatient services, concurrent review of Inpatient lengths of stay, review of referrals, internal peer review and external audit systems. Medical Group shall have sole authority and responsibility for the care of any Member who is a patient of Medical Group.

C. **Shared Records**. Upon request, Medical Group shall make available to HMO Blue's quality improvement and utilization review committee any records of Medical Group's quality improvement and utilization review activities pertaining to Members. HMO Blue will protect the confidentiality of information that is the product of Medical Group's peer review process.

PART VI. RECORDS

A. **Member Record**. Medical Group and Medical Group Providers shall establish and maintain an accurate medical record, for each Member with whom Medical Group Providers have an encounter that, at a minimum, shall include such information about the Member and a description of all services rendered to the Member as dictated by generally accepted medical and surgical practices and standards and as required by the Provider Manual ("Medical Record"). Medical Group Provider shall maintain accurate financial books and records, including electronic records, concerning Covered Services provided to each Member, including any charges to and payments received from the Member by Medical Group ("Financial Record"). Medical Group shall maintain the Medical Records and Financial Records for a period of at least ten (10) years after the records cease to be active records. The obligations of Medical Group to maintain and provide access to records under this **Part VI. Records**, does not cease upon termination of this Agreement without cause or for any cause.

B. **Access to Medical Records**. Subject to compliance with Applicable Laws and professional standards regarding the confidentiality of Medical Records, Medical Group and Medical Group Provider shall:

1. Provide HMO Blue, upon request and at no charge, copies of specified sections of Member Medical Records that are in the custody of Medical Group or Medical Group Provider;

2. Upon five (5) days advance notice or such shorter notice as may be reasonably required by the circumstances, allow HMO Blue authorized personnel access to inspect and copy Medical Records on Medical Group's premises during regular business hours;

3. Transmit information from Member's Medical Records by telephone to HMO Blue for purposes of Preauthorization or other UM activities or quality improvement; and

4. Provide copies of specified sections of a Member's Medical Record, upon reasonable request and at no charge, to any other Provider treating such Member.

C. **Access to Financial Records**. Upon five (5) days advance notice, or such shorter notice as may be reasonably required by the circumstances, HMO Blue shall have access to inspect, audit and copy all Financial Records during regular business hours. Medical Group shall maintain Financial Records and provide copies of such information to HMO Blue, upon HMO Blue's reasonable request, at no charge.

D. **Regulatory Compliance**. Medical Group shall maintain such records and information and provide them to the Texas Department of Insurance and other applicable regulatory agencies as may be necessary for compliance by HMO Blue with Applicable Laws. All such records shall be open to inspection during regular business hours by state and federal authorities.

PART VII. INSURANCE AND INDEMNIFICATION

A. **Medical Group Insurance**. Medical Group and each Medical Group Provider agree to maintain such policies of general and professional liability insurance as are necessary to insure Medical Group, Medical Group Providers and their employees or subcontractors against any claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance by Medical Group, Medical Group Provider, or any Medical Group employees or subcontractors of Medical Group's obligations under this Agreement. HMO Blue determines the limits of coverage necessary.

B. **Certificates**. Certificates of insurance or other evidence indicating the term and extent of the insurance required by **Part VII, Section A, Medical Group Insurance**, shall be provided by Medical Group to HMO Blue upon HMO Blue's request.

C. **HMO Blue Insurance**. HMO Blue shall procure and maintain such policies of general and professional liability and other insurance, which may include self-insurance, as shall be necessary to insure HMO Blue and HMO Blue's employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any services by HMO Blue, the use of any property and facilities provided by HMO Blue, and activities performed by HMO Blue in connection with this Agreement.

D. **Indemnification.** Medical Group and HMO Blue understand that this Agreement is not one to insure and/or indemnify and shall not be so construed. Each party shall be solely responsible for its own negligence, acts or omissions.

PART VIII. TERM AND TERMINATION

A. **Term**. This Agreement shall be effective as of the Effective Date and shall continue until otherwise terminated in accordance with this Agreement.

B. **Termination Notice Period**.

1. Either party may terminate this Agreement at any time without cause or for any cause by giving the other party at least ninety (90) days advance Notice.

2. Medical Group may terminate this Agreement upon thirty (30) days advance Notice to be given within thirty (30) days following Medical Group's receipt from HMO Blue of information concerning a decrease in compensation, or the posting of such information on the Blue Cross and Blue Shield Web site, pursuant to **Part X, Section E, Compensation Information**.

C. **Immediate Termination or Suspension**. HMO Blue may, in its sole discretion, immediately suspend or terminate this Agreement, or may suspend or terminate the participation of Medical Group Provider, upon Notice by HMO Blue to Medical Group if there is a threat of imminent harm to patient health, action against Medical Group's or Medical Group Provider's license to practice, or fraud or malfeasance, including without limiting the foregoing any of the following:

1. Failure to comply with the requirements contained in **Part II, Obligations of Medical Group, Section C, Standard of Care**, including:

   a. Suspension, surrender, or revocation of Medical Group's or Medical Group Provider's narcotics number or license to practice medicine or render services in any state;

   b. Professional or other conduct by Medical Group, Medical Group Provider, or Medical Group employee or subcontractor, which is detrimental to patient welfare and care;

   c. Conviction of Medical Group, Medical Group Provider, or Medical Group employee or subcontractor, of a felony involving lying, cheating, stealing, abuse of controlled substances, or sexual misconduct.

2. Becoming subject to the grounds for termination set forth in **Part II, Obligations of Medical Group, Section M, Medical Group Status**.

D. **Review of Termination**. In the event of termination of Medical Group by HMO Blue, if Medical Group is terminated for reasons other than at Medical Group's request, HMO Blue shall provide a written explanation to Medical Group of the reason(s) for termination. Except in a case of termination under **Part VIII, Section C, Immediate Termination or Suspension**, Medical Group may, within thirty (30) days following the Notice of termination, request in writing that a review be conducted by HMO Blue's advisory review panel and HMO Blue will conduct such a review consistent with Applicable Laws. Within sixty (60) days following receipt of Medical Group's written request for review, HMO Blue will notify Medical Group of HMO Blue's review decision. At Medical Group's request, Medical Group shall be entitled to an expedited review of such termination by HMO Blue's advisory review panel. At Medical Group's request, HMO Blue will provide Medical Group with a copy of the recommendation of the advisory review panel. The decision of the advisory review panel must be considered by, but is not binding upon, HMO Blue.

E. **Effect of Termination**. As of the date of termination, this Agreement shall be considered of no further force or effect and each of the parties shall be relieved and discharged from this Agreement except that:

1. Termination shall not affect any rights or obligations hereunder which have previously accrued or shall hereafter arise with respect to any occurrence prior to termination and such rights and obligations shall continue to be governed by the terms of this Agreement.

2. Termination of this Agreement shall not release Medical Group from the obligation to continue ongoing treatment under the terms of this Agreement and in accordance with the dictates of medical prudence, of a Member of "special circumstance," as defined by Applicable Laws, including but not limited to, Members with a disability, acute condition or life-threatening illness, or Members past the 24th week of pregnancy, or HMO Blue or Payer from the obligation to reimburse Medical Group for such Covered Services at the rate set forth in this Agreement. Special circumstance shall be identified by Medical Group, who must request that the Member be permitted to continue under Medical Group's care and who must agree not to seek payment from Member for any amounts for which Member would not be responsible if the Agreement had not terminated. Disputes regarding continuity of care will be resolved according to the dispute resolution procedures set forth in the Provider Manual and this Agreement. Medical Group's and HMO Blue's obligations hereunder shall continue until the earlier of the appropriate transfer of Member's care to another Participating Provider or the expiration of ninety (90) days from the effective date of termination of the Agreement. Additionally, Medical Group's and HMO Blue's obligations hereunder shall continue up to nine (9) months in the case of a Member who at the time of the termination has been diagnosed with a terminal illness and shall extend through delivery of a child, immediate postpartum care, and the follow-up checkup within the first six (6) weeks of delivery for a Member who, at the time of the termination, is past the 24th week of pregnancy. Medical Group agrees to cooperate in the referral of Members to other Participating Providers in order to assure continuation of care. In the event that HMO Blue has not used due diligence to make alternative care arrangements available to Member within ninety (90) days after receipt by HMO Blue of Notice from Medical Group or Member, and such arrangements

are not available to Member within such ninety (90) day period, HMO Blue shall thereafter compensate Medical Group for continued care at the HMO Blue allowable amount for comparable services provided by a comparable Provider that is not a Participating Provider. Nothing herein shall be construed as requiring HMO Blue to agree to cover continued care rendered by Medical Group that HMO Blue deems unfit to care for Members by reason of incompetence or unprofessional behavior or otherwise.

3. Medical Group agrees, at HMO Blue's option, to provide Covered Services to Members assigned or referred to Medical Group during the notice period set forth in **Part VIII, Section B**, including any Members who become eligible during such period under the terms of the Member's Membership Agreement and in accordance with the terms of this Agreement. Medical Group shall be compensated for Covered Services rendered in accordance with this Section and the fees set forth in Attachment A of this Agreement, until appropriate transfer of Members is achieved or alternate compensation for Covered Services acceptable to Medical Group has been determined.

4. In the event of termination of the Agreement, HMO Blue will provide reasonable advance Notice to Members receiving care from Medical Group of the impending termination, except that if Medical Group is terminated for a reason other than at the request of Medical Group and has made a timely request for review by an advisory review panel, HMO Blue will not notify Members of Medical Group's termination prior to the time the advisory review panel makes a formal recommendation. If Medical Group is terminated or suspended immediately pursuant to **Part VIII, Section C, Immediate Termination or Suspension**, HMO Blue may notify Members immediately. Medical Group agrees to cooperate with HMO Blue and upon request to provide reasonable assistance to effect such Notice.

F. **Termination Effective Date for Primary Care Physicians**. Except for termination of this Agreement pursuant to **Part VIII, Section C, Immediate Termination or Suspension**, the termination of this Agreement if Medical Group includes Medical Group Primary Care Physicians, or the termination of the participation of a Medical Group Primary Care Physician under this Agreement, shall be effective the last day of a month.

PART IX. RELATIONSHIP OF PARTIES

A. **Independent Contractors**. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between HMO Blue and Medical Group other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer or representative of the other. None of the provisions of this Agreement shall be construed to in any way limit HMO Blue's authority or responsibility to comply with all regulatory requirements.

B. **Blue Cross and Blue Shield Association**. Medical Group hereby expressly acknowledges that this Agreement constitutes a contract solely between Medical Group and HMO Blue, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting HMO Blue to use the Blue Cross and Blue Shield Service Marks in the state of Texas, and that HMO Blue is not contracting as the agent of the Association. Medical Group further acknowledges and agrees that Medical Group has not entered into this Agreement based upon representations by any person other than HMO Blue and that no person, entity, or organization other than HMO Blue shall be held accountable or liable to Medical Group for any of HMO Blue's obligations to Medical Group created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of HMO Blue other than those obligations created under other provisions of this Agreement.

C. **No Third Party Beneficiary**. This Agreement is entered into by and between Medical Group and HMO Blue solely for their benefit. Except for **Part IV, Compensation, Section D, Member Nonliability and Hold Harmless**, there is no intent by either party to (a) create or establish any third party beneficiary status or (b) increase the rights of any Member or any other person, firm or other entity not a party to this Agreement with respect to the duties of either party to any person or create any rights on behalf of any person with respect to either party.

PART X. GENERAL PROVISIONS

A. **Administrative Functions.** HMO Blue and Medical Group acknowledge that HMO Blue may delegate certain responsibilities or activities that are provided for in this Agreement.

B. **AFHC Program**. Medical Group acknowledges and agrees that, pursuant to the AFHC Program, Medical Group shall provide Covered Services to Members covered through the AFHC Program while such Members are in the HMO Blue Service Area set forth in this Agreement and subject to the same terms and conditions of this Agreement as are applicable to provision of Covered Services to other Members.

C. **Assignment.** No part of this Agreement, or any rights, duties or obligations described herein, shall be assigned, encumbered or delegated except as expressly provided for in this Agreement without the prior express written consent of both parties. If Medical Group is a Delegated Entity, it shall not undergo a substantial change of ownership or a merger without the prior express written consent of HMO Blue. Notwithstanding the foregoing, HMO Blue, without Medical Group's consent, may validly assign this Agreement to any affiliate of HMO Blue. HMO Blue's standing or routine contractual arrangements for the acquisition and use of facilities, services, supplies, equipment and personnel from other parties shall not constitute an assignment under this Agreement.

D. **Captions.** The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.

E. **Compensation Information**. Medical Group is entitled, upon written request, and in accordance with Applicable Laws, to all information necessary to determine that Medical Group is being compensated in accordance with the terms of this Agreement. Medical Group may consult the Blue Cross and Blue Shield of Texas Web site for further information and instructions.

F. **Compliance**. Each party shall comply with Applicable Laws, and with applicable provisions of the Provider Manual.

G. **Confidentiality of Proprietary Information.** Each of the parties and the parties' employees shall maintain in confidence during the term of this Agreement and thereafter, except as otherwise required by Applicable Laws: (1) all Member information including medical information, learned through the operation of this Agreement, (2) all confidential Provider information, including information disclosed as part of the peer review process, (3) quality assurance and utilization review information, (4) all financial information related to this Agreement, (5) all proprietary business information that has been identified as confidential and maintained as confidential by the other party, (6) the provisions of any amendment to this Agreement that would have been protected as confidential had they originally been contained herein, and (7) any other information required to be maintained in confidence by Applicable Law (collectively "Confidential Information"), unless disclosure of a specific part of the Confidential Information is otherwise required to accomplish the purposes of this Agreement and is permitted by Applicable Laws. Each of the parties and the parties' employees shall use best efforts to safeguard and protect Confidential Information against any unauthorized disclosure by any person and shall refrain from using or allowing any other person to use Confidential Information in any way that is considered detrimental to the other party or the Member. The parties each hereby acknowledge that the remedy at law for a breach of this Confidentiality provision of this Agreement will be inadequate and the non-breaching party shall be entitled to injunctive relief to enforce these provisions of this Agreement in addition to any other remedy the non-breaching party may have.

H. **Cooperation of Parties**. Medical Group and HMO Blue agree to meet and confer in good faith on common problems including, but not limited to, problems concerning utilization of services, credentialing, Preauthorization, encounters/claims or reporting procedures and information and forms provided to Medical Group for use in conjunction with Members.

I. **Dispute Resolution.** HMO Blue or Medical Group, as the case may be, shall give Notice to the other of the existence of a dispute. In order to avoid the cost and time consuming nature of litigation, any dispute between HMO Blue and Medical Group arising out of, relating to, involving the interpretation of, or in any other way pertaining to this Agreement or any prior Agreement between HMO Blue and Medical Group shall be resolved using alternative dispute resolution mechanisms instead of litigation. HMO Blue and Medical Group agree and acknowledge that it is their mutual intention that this provision be construed broadly so as to provide for mediation and/or arbitration of all disputes arising out of their relationship as third-party Payer and Medical Group. The parties further agree that resolution of any dispute pursuant to this Agreement shall be in accordance with

the procedures detailed below.

1. **External Review Process**.

   Medical Group may elect to subject certain disputes to an external review process ("External Review Election") as follows:

   a. Subject to the provisions of the Provider Manual, Medical Group may elect to subject certain disputes regarding claim payment to the Billing Dispute External Review Process as described therein. The resulting determination with respect to payment of any claims that are the subject of disputes so submitted shall be binding on the parties and not be subject to the other provisions contained herein for dispute resolution.

   b. Subject to the provisions of the Provider Manual, Medical Group may, if Medical Group is acting on behalf of a Member, elect to subject certain disputes concerning a determination by HMO Blue that a service is not or will not be a Covered Service because it is not Medically Necessary or is experimental or investigational in nature ("Adverse Determination") to the External Review process described in the Provider Manual. The resulting determination with respect to the appropriateness of such Adverse Determination shall be binding on the parties and not be subject to the other provisions contained herein for dispute resolution.

2. **Initial Resolution by Meeting or Mediation of Dispute**. If Medical Group has not made an External Review Election, and HMO Blue and Medical Group mutually agree that a meeting to attempt to resolve the dispute would be advantageous, representatives of HMO Blue and Medical Group shall meet not later than thirty (30) calendar days after delivery of the Initial Notice in order to attempt to resolve the dispute. Subsequent meetings may be held, if mutually agreed. If no meeting is mutually agreed, or if the dispute is not resolved at any meetings held, the party giving the Initial Notice shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. The mediation process shall be coordinated by the submitting party with the mediator and shall be subject to the following agreed-upon conditions:

   a. The parties agree to participate in the mediation in good faith;

   b. The parties agree to have present at the mediation one or more individuals with decision-making authority regarding the matters in dispute. Either party may, at that party's option, be represented by counsel. Medical Group may, at Medical Group's option, also have present at the mediation a representative of any professional society in which Medical Group is a member;

   c. The mediation will be held within sixty (60) days of the submission to mediation unless the parties mutually agree on a later date. The mediation will be held in one of the following cities, which is closest to the principal office of Medical Group, to be designated in writing by Medical Group, unless HMO Blue and Medical Group mutually agree to an alternative location: Abilene, Amarillo, Austin, Corpus Christi, Dallas, El Paso, Houston, Lubbock, Lufkin, Midland, Odessa, San Angelo, San Antonio, Texarkana, Waco, Wichita Falls, and Brownsville;

   d. The parties shall each bear their own costs and shall each pay one-half of the mediator's fees and costs, unless the mediator determines that one party did not participate in the mediation in good faith, in which case that party shall pay all of the mediator's fees and costs;

   e. The parties agree that the obligation to mediate (but not the obligation to arbitrate) is not applicable to any dispute that was pending in any court on the Effective Date of this Agreement, or that had been submitted to binding arbitration on or before the Effective Date of this Agreement.

3. **Binding Arbitration.** In the event Medical Group has not made an External Review Election and mediation is not successful in resolving the dispute, either HMO Blue or Medical Group may submit the dispute to final and binding arbitration under the commercial rules and regulations of the American Health Lawyers Association, subject to the following:

   a. The arbitration shall be conducted by a single arbitrator selected by the parties from a list furnished by the American Health Lawyers Association. If the parties are unable to agree on an arbitrator from the list, the arbitrator shall be appointed by the American Health Lawyers Association;

b. The arbitrator shall be required to render a written decision resolving all disputes, and designating one party as the "prevailing party";

c. Except in the case of fraud, no arbitration decision may require any adjustment in compensation or payments respecting any dispute involving services rendered more than eighteen (18) months prior to receipt of the Initial Notice;

d. The costs of arbitration, including the arbitrator's fee and any reporting or other costs, but excluding lawyers', consultants' and witness fees, shall be borne by the non-prevailing party unless the arbitrator determines as part of the award that such allocation is inequitable under the totality of the circumstances. In the event that the dispute in arbitration concerns the appropriateness of HMO Blue's adjudications of claims, the party challenging the adjudications shall have the initial burden of proving that there is a reasonable probability that the disputed claims adjudications were incorrect adversely to that party. When the other party reasonably determines that it is required in its defense, or is required by the discovery process or otherwise by law, to research the basis for the adjudications of challenged claims for which such reasonable probability has not been proven, the other party shall be awarded the administrative cost for such research for each such claim that is found in the arbitration proceeding, after such research, not to have been adjudicated incorrectly adversely to the challenging party;

e. The arbitration hearing will be held in one of the following cities, to be designated in writing by Medical Group, which is closest to the principal office of Medical Group, to be designated in writing by Medical Group unless HMO Blue and Medical Group mutually agree to an alternate location; Abilene, Amarillo, Austin, Corpus Christi, Dallas, El Paso, Houston, Lubbock, Lufkin, Midland, Odessa, San Angelo, San Antonio, Texarkana, Waco, Wichita Falls, and Brownsville;

f. Medical Group acknowledges that this arbitration provision precludes Medical Group from filing an action at law or in equity and from having any dispute covered by this Agreement resolved by a judge or a jury. Medical Group further acknowledges that this arbitration provision precludes Medical Group from participating in a class action filed by any other Medical Group or any other plaintiff claiming to represent Medical Group or Medical Group's interest. Medical Group agrees to opt-out of any class action filed against HMO Blue that raises claims covered by this Agreement to arbitrate, including, but not limited to, class actions that are currently pending.

4. **Exceptions.** The foregoing in this **Part X, Section I, Dispute Resolution**, to the contrary notwithstanding, the provisions thereof shall not be applicable to the following:

a. Any legal proceeding brought by a third party against HMO Blue, Medical Group or any Medical Group Provider (a "Defendant"), as well as any cross claim or third-party claim by such Defendant against HMO Blue, Medical Group or Medical Group Provider.

b. The rate of compensation payable to Medical Group for Covered Services pursuant to **Part IV, Compensation**.

c. Termination of this Agreement pursuant to **Part VIII, Section B, Termination Notice Period**.

J. **Entire Agreement**. This Agreement, together with any attachments hereto contains the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof. In the event of any conflict between the provisions of the attachments to this Agreement and the provisions of this Agreement other than the attachments and addenda, the provisions of the attachments and addenda shall prevail.

K. **Force Majeure**. No party will be liable for any failure to timely perform obligations under this Agreement if prevented from doing so by a cause or causes beyond commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars or restraints of government.

L. **Genders and Numbers**. Use of the masculine, feminine or neuter gender and the singular or plural numbers shall be deemed to include the others whenever the context so indicates or requires.

M. **Governing Law**. This Agreement shall be governed in all respects by the laws of the state of Texas as well as any regulations promulgated thereunder except as otherwise required by Applicable Laws.

N. **Modifications**. This Agreement may be amended and the Provider Manual may be revised as follows:

1. This Agreement may be amended by mutual written agreement of the parties. Notwithstanding the foregoing, however, HMO Blue may amend this Agreement and/or any attachment to the Agreement as follows:

   a. upon thirty (30) days prior Notice to Medical Group or such longer time period as may be required by Applicable Laws when the amendment is not materially adverse to Medical Group. In such event Medical Group may terminate this Agreement by giving Notice of such termination to HMO Blue within thirty (30) days of Medical Group's receipt of such Notice of amendment, to be effective no earlier than thirty (30) days after such termination Notice is given; or

   b. upon ninety (90) days prior Notice when the amendment is materially adverse to Medical Group. In such event, Medical Group may terminate this Agreement by giving Notice of such termination to HMO Blue within thirty (30) days of Medical Group's receipt of such Notice of amendment, to be effective no earlier than the end of such amendment Notice period, unless within sixty-five (65) days following the date of such amendment Notice HMO Blue gives Notice to Medical Group that HMO Blue will not carry into effect such amendment.

   Medical Group's failure to give Notice of termination to HMO Blue within thirty (30) days of Medical Group's receipt of a Notice of amendment shall constitute agreement to and acceptance of such amendment by Medical Group. The amendment shall be effective on the effective date provided in HMO Blue's Notice of amendment, provided that the amendment required by Applicable Laws shall be effective no later than the date required by such law or regulation and may be implemented beginning on that date by HMO Blue.

2. The Provider Manual may be revised by HMO Blue from time to time, or upon ninety (90) days prior Notice when the revision is materially adverse to Medical Group. In such event, Medical Group may terminate this Agreement by giving Notice of such termination to HMO Blue within thirty (30) days of Medical Group's receipt of such Notice of revision, to be effective no earlier than the end of such revision Notice period, unless within sixty-five (65) days following the date of such revision Notice HMO Blue gives Notice to Medical Group that HMO Blue will not apply such revision to Medical Group.

   Medical Group's failure to give Notice of termination to HMO Blue within thirty (30) days of Medical Group's receipt of a Notice of Provider Manual revision shall constitute agreement to and acceptance of such revision by Medical Group. The revision shall be effective on the effective date provided in HMO Blue's Notice of Provider Manual revision, provided the revision required by Applicable Laws shall be effective no later than the date required by such law or regulation and may be implemented beginning on that date by HMO Blue.

O. **No Solicitation.** Medical Group shall not, and Medical Group shall use best efforts to assure that Medical Group Providers shall not solicit, influence or induce or attempt to solicit, influence or induce any Member to disenroll from any Health Plan or enroll in any other health care plan that would require such Member to disenroll from a Health Plan. Furthermore, Medical Group and Medical Group Providers shall not solicit, influence or induce employers or other entities with which HMO Blue has entered into agreements to provide health care benefits to cease doing business with HMO Blue or diminish or otherwise affect their business relationship with HMO Blue. HMO Blue shall not solicit, influence or induce or attempt to solicit, influence or induce any Member not to select Medical Group as Member's Primary Care Physician. The assignment by HMO Blue of new Members to Primary Care Physicians other than Medical Group shall not be deemed to be a breach of the foregoing.

P. **Partial Invalidity**. If for any reason any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

Q. **Patient Communications**. Nothing contained in this Agreement is intended to prohibit or discourage Medical Group from discussing with or communicating in good faith to a current, prospective or former patient, or patient's designee, information or opinions regarding: (1) the

patient's health care, including, but not limited to, the patient's medical condition or treatment options, including alternative medications, regardless of HMO Blue coverage limitations; or (2) the provisions, terms, requirements or services of HMO Blue as they relate to the medical needs of the patient.

R. **Retaliation.** HMO Blue acknowledges and agrees not to engage in any retaliatory action against Medical Group, including termination of this Agreement, because Medical Group has, on behalf of a Member, reasonably filed a complaint against HMO Blue or has appealed a decision of HMO Blue.

S. **Self-Funded Plans.** Medical Group will provide services to persons ("Enrollees") enrolled in those employer-funded health benefit plans ("Self-Funded Plans"), for which HMO Blue provides administrative services and network access and management, on the same terms and conditions as Medical Group provides such services to Members. Medical Group will be compensated for providing services to Enrollees using the same methodology and on the same terms and conditions as are applicable for services provided to Members. Medical Group acknowledges and agrees that HMO Blue provides administrative and network management services but does not underwrite the Self-Funded Plans' benefits. The Self-Funded Plans, and not HMO Blue, have sole financial responsibility for all benefits for Self-Funded Plan Enrollees.

T. **Use of HMO Blue Name**. Medical Group agrees not to use the names, symbols, marketing names, trademarks or service marks of HMO Blue in any advertising or promotional material or literature without the express, prior, written consent of HMO Blue and will cease any and all usage previously consented to upon withdrawal by HMO Blue of such consent or termination of the Agreement.

U. **Waiver of Breach**. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver of any subsequent breach of either the same or any other provision of this Agreement.

MEDICAL GROUP AGREEMENT -- ATTACHMENT A

COMPENSATION / CLAIMS SUBMISSION

A. **Compensation.** Medical Group agrees to accept as compensation for Covered Services the lesser of (1) billed charges or (2) the fee for such service per the then current HMO Blue fee schedule, less any applicable Copayments, Coinsurance or Deductible amounts.

B. **Claims Submission.** Medical Group must submit a claim for Covered Services to HMO Blue or Payer not later than the 180th day after the date Medical Group provides the medical care or the health care services for which the claim is made. For a claim for which coordination of payments applies, the 180-day period does not begin for submission of the claim to the secondary Payer until Medical Group receives notice of the payment or denial from the primary Payer. If Medical Group fails to submit a claim in compliance with this paragraph, Medical Group forfeits the right to payment unless Medical Group has certified that the failure to timely submit the claim is a result of a catastrophic event.

Claims may be submitted (1) electronically in the CMS National Standard Format (NSF) or the current version of the ANSI 837 format or (2) on a completed current version of the applicable CMS claim form.

Medical Group may not submit a duplicate claim prior to the 46th day (for non-electronically filed claims) or the 31st day (for claims filed electronically) after the date the original claim is presumed to be received by HMO Blue. As used herein, "duplicate claim" means any claim submitted by a physician or provider for the same health care service provided to a particular individual on a particular date of service that was included in a previously submitted claim. The term does not include corrected claims.

HMO Blue and HMO Blue's clearinghouse may not refuse to process or pay an electronically submitted Clean Claim because the claim is submitted together with or in a Batch Submission with a claim that is deficient. As used herein, the term "Batch Submission" means a group of electronic claims submitted for processing at the same time within a HIPAA standard ASC X12N837 Transaction Set and identified by a batch control number.

AMENDMENT TO
BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION

MEDICAL GROUP AGREEMENT
FOR HMO NETWORK PARTICIPATION

This Amendment ("Amendment") is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HMO Blue") and Hidalgo County Health Department (" Medical Group ").

WHEREAS, HMO Blue and Medical Group have entered into that certain HMO Blue Medical Group Agreement ("Agreement"); and

WHEREAS, HMO Blue and Medical Group mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended as set forth in Attachment I hereto.

2. The provisions of this Amendment shall be treated as strictly confidential under the confidentiality provisions of the Agreement.

3. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

Multiple Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date set forth below.

HMO BLUE	**MEDICAL GROUP**
A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature	
Authorized Signature:	Authorized Signature:
_____	_____
Name: M. Shannon Stansbury	Name: _____
Title: Vice President, Health Care Delivery	Title: _____
Date: _____	Date: _____
Effective Date: _____	NPI: _____

AMENDMENT TO MEDICAL GROUP AGREEMENT

ATTACHMENT I

The Agreement is amended as follows:

1. The following definitions are added to the Agreement:

   Hospital Acquired Conditions (HAC) – means serious preventable medical events which have been identified by the Centers for Medicare Services (CMS) that should never occur in a hospital and as may be more fully described in the Provider Manual.

   Never Events – means, as defined by the National Quality Forum (NQF), adverse events that are serious, but largely preventable, and of concern to both the public and health care providers and as may be more fully described in the Provider Manual.

2. The Subscriber Nonliability and Hold Harmless provision of the Compensation section is amended to add a new paragraph as follows:

   In addition, Medical Group who is responsible in whole or in part for the Never Event or HAC agrees that in no event shall Medical Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Member for identified Never Event or HAC.

3. The Compensation section is amended to include the following new provisions:

   HAC and Never Events. Medical Group shall comply with the standards adopted by HMO Blue for HACs and Never Events as set forth in this Agreement and as may be more fully described in the Provider Manual.

   Disallowance of Services. Any disallowance of Inpatient services as a result of any utilization review, quality assurance, identified Never Event, or peer review activity shall be deducted from HMO Blue's payment obligations to Medical Group who is responsible in whole or in part for the Never Event or HAC. Medical Group has the right to appeal any such decision. All appeals must be in writing and submitted to HMO Blue.

AMENDMENT NUMBER 2 TO
BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION

MEDICAL GROUP AGREEMENT
FOR HMO NETWORK PARTICIPATION

This Amendment ("Amendment") is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation ("HMO Blue") and Hidalgo County Health Department (" Medical Group ").

WHEREAS, HMO Blue and Medical Group have entered into that certain HMO Blue Medical Group Agreement effective 8/27/12 ("Agreement"); and

WHEREAS, HMO Blue and Medical Group mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended as set forth in Exhibit I hereto.

2. The provisions of this Amendment shall be treated as strictly confidential under the confidentiality provisions of the Agreement.

3. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date set forth below.

BLUE CROSS AND BLUE SHIELD OF TEXAS, A DIVISION OF HEALTH CARE SERVICE CORPORATION

MEDICAL GROUP

A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature.

Authorized Signature: _____

Name: M. Shannon Stansbury

Title: Vice President, Health Care Delivery

Date: _____

Effective Date: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

NPI: _____

AMENDMENT TO MEDICAL GROUP AGREEMENT

EXHIBIT I

The Agreement is amended as follows:

1. **Page 1, Paragraph 1.** is amended to read as follows:

This Agreement is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, (" HMO Blue"), and Hidalgo County Health Department a government entity organized in the state of Texas (" Medical Group").

Angela Garcia

From: Manuel Chapa <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, August 09, 2012 3:45 PM
To: Monica Badillo; Angela Garcia
Subject: RE: BCBSTX GROUP AMENDED AGREEMENTS: HIDALGO COUNTY HEALTH DEPARTMENT - Request for Review

Monica/Angela

Please see Mike's email, this item is no longer in my inbox

Thanks

Manuel

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, August 09, 2012 3:09 PM
To: Manuel Chapa
Cc: Deborah Fischer - Grants Accounting Supervisor ; Benito Luna; Arcy Duran
Subject: BCBSTX GROUP AMENDED AGREEMENTS: HIDALGO COUNTY HEALTH DEPARTMENT - Request for Review

Hello Manuel,

Please attach this email to AI-33511 in the Regular Agenda for next Tuesday. This is Josephine's approval of the document.

Thanks,

Mike E.

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, August 09, 2012 3:01 PM
To: 'Mike Escaname'
Subject: RE: BCBSTX GROUP AMENDED AGREEMENTS: HIDALGO COUNTY HEALTH DEPARTMENT - Request for Review

The amendment to the agreement correctly identifies the County and/or Health Department as a governmental entity. I'm ok with that.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539

(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, August 08, 2012 9:40 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: BCBSTX GROUP AMENDED AGREEMENTS: HIDALGO COUNTY HEALTH DEPARTMENT - Request for Review

Good morning Josephine:

Just a courtesy reminder:

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, August 01, 2012 9:43 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org; lydia.serna@hchd.org; 'Connie Sanchez'
Subject: BCBSTX GROUP AMENDED AGREEMENTS: HIDALGO COUNTY HEALTH DEPARTMENT - Request for Review

Hello Josephine:

Regarding your concern on the Blue Cross Blue Shield Agreements, (see your email below dated 06/20/12), Blue Cross Blue Shield has AMENDED their Agreements by adding an Attachment / Exhibit to the Agreements. (see last page on the attached documents). As such, we have placed an item on CC Agenda set for August 14, 2012 requesting authorization for Hidalgo County Health & Human Services Dept. to participate in the Blue Cross Blue Shield Professional Provider Network. (ref. AI-33511).

The intent is to offer health services to clients that are covered by Blue Cross Blue Shield health insurance.

We'd appreciate if you can review the Agreements and advise whether you approve as to form.

Please let Mr. Olivarez or me know if you have any questions or require additional information.

Thanks,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St

Edinburg, Texas 78539
956-383-6221

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 2:49 PM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; lydia.serna@hchd.org; 'Connie Sanchez'
Subject: RE: BCBSTX GROUP AGREEMENT: HIDALGO COUNTY HEALTH DEPARTMENT - Request for Review

Mike,

I have reviewed the agreements. At the outset, they both identify the Hidalgo County Health Department as a professional entity which is not correct. I would suggest revising this language to indentify the HCHD as a governmental entity. Otherwise, I approve as to the form of the agreements.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

AI-33503 **Health & Human Services Dept. 10. E.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Title V - Prenatal (1293):
Requesting authorization for Hidalgo County Treasurer's Office / Payroll Division to continue paying employees currently paid from the Title V - Prenatal grant contract which will end on 08/31/12. This request is to continue payroll from 09/01/12 until the FY 13 Title V Prenatal grant contract is received and accepted by Commissioner's Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-052-2-XXX

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

BUDGETARY IMPACT:

HCHHSD has been notified that the Title V level funding for FY 13 will continue. DSHS is in the process of finalizing the award documents. The FY 13 awards are level funding and not competitive; No grant application is required.
No local matching funds required.

Attachments

Title V Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 01:08 PM
Rosalinda Cantu	Rosie Cantu	08/01/2012 03:39 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Mike Escaname Started On: 08/01/2012 08:33 AM

Final Approval Date: 08/10/2012

Mike Escaname

From: eddie.olivarez@hchd.org
Sent: Tuesday, July 31, 2012 6:22 PM
To: Mike Escaname
Subject: Fw: Title V MCH Funding

Sent on the Sprint® Now Network from my BlackBerry®

From: "Torres,Leroy (DSHS)" <Leroy.Torres@dshs.state.tx.us>
Date: Tue, 31 Jul 2012 16:51:01 -0500
To: eddie.olivarez@hchd.org<eddie.olivarez@hchd.org>
Subject: Title V MCH Funding

Good afternoon Eddie. The Department of State Health Services is in the process of finalizing the funding rosters for Title V MCH. You should be receiving your renewal packet in the next week or so. We will definitely be continuing with this program. Feel free to contact me should you have any questions. Take care.

AI-33454 **Urban County 11. A.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of Penitas, is requesting acceptance and approval to award the best valued proposal received from Facilities – USA, LLC., a job order contractor (an approved contract partner through TCPN annual contract #R5085), for the rehabilitation of the Penitas Library. The total cost is $108,846.55 utilizing UCP FY's 22 & 23 (2009 & 2010) Public Facilities line item.

BACKGROUND

The Facilities – USA, LLC job order contract will rehabilitate the Penitas Library to include electrical, plumbing, furnishings, door openings, heating, ventilation, air conditioning, finishes and concrete.

Vendor:	Facilities – USA, LLC.
Purchase Amount:	$108,846.55
Funds Available:	$ 233.44 FY 22 (2009) Penitas Public Facilities (Program Income)
	$ 22,000.00 FY 23 (2010) Penitas Public Facilities
	$ 87,000.00 FY 23 (2010) Penitas Public Facilities (Recaptured)
Total:	$109,233.44

Attachments

Back-up 1

Back-up 2

Back-up 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 07:56 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Mary Flores Started On: 07/26/2012 04:24 PM

Final Approval Date: 08/10/2012

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Jose "Pepe" Gonzalez
Commissioner Tomas Cedillo
Commissioner Antonio Flores Jr.
Commissioner Jesus A. Avendaño
Commissioner Patricia A. Cardenas
City Manager Noe H. Cavazos
City Secretary Ana Cantu

July 25, 2012

Candace J. Armenta
Program Coordinator I
Urban County Program
1916 Tesoro Dr. Pharr, Texas 78577

RE: Approval of Revised Proposal from Facilities USA, LLC Order Request #1 Final Proposal – Peñitas Library Improvements

Dear Candace;

I Ana Cantu, City Secretary, certify that the minutes for July 24, 2012 Special Called Meeting is true and correct. Once the Minutes get approved by the City Council at the following meeting, you will be receiving a copy for your records.

I have also attached the copy of the July 24, 2012 SCM Agenda. Again, we thank you for lending our City your continued support and assistance on this matter of utmost importance.

Sincerely,

Ana Cantu
City Secretary
Cc: Noe H. Cavazos
City Administrator

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956-581-3346 E-mail~ a.cantupenitas@yahoo.com

City of Penitas
Special Called Meeting
Tuesday
July 24, 2012
6:00 p.m.

MINUTES

1. **Open Meeting& Determination of Quorum**-Meeting was opened at 6:01 p.m. by Mayor Marcos Ochoa. Attendees: Mayor Pro-Tem Jose Gonzalez (absent), Commissioner Jesus Avendano, Commissioner Tony Flores, Commissioner Tomas Cedillo, Commissioner Patricia Cardenas (absent), City Manager Noe Cavazos, City Secretary Ana Cantu, Financial Officer Oscar Cuellar, City Attorney Rick Gonzalez. City Engineer Gustavo Rea, Chief Roel Bermea
2. **Pledge of Allegiance/Invocation**-Led by Commissioner Jesus Avendano
3. **Certification of Posting**- City Secretary Ana Cantu, certified posting agenda 72 hours prior to the meeting
4. **Citizens' Input and /or Other Discussions-**
5. **Approval of minutes**- Motion was made by Commissioner Tomas Cedillo to approve minutes from June 19, 2012, motion second by Commissioner Jesus Avendano. Motion carried.
6. **Approval of Bills**- 7/16/2012- Motion was made by Commissioner Tomas Cedillo to approve bills from July 16. 2012. Motion second by Commissioner Jesus Avendano, motion carried.
7. **Permits Report**- 7/02/2012-7/20/2012

8. **Discussion, Consideration and action**
   A) Gustavo Rea City Engineer from J.F. Fontaine recommended acceptance of USDA letter authorizing City of Peñitas to receive an open bid for Phase IV for the City of Peñitas Colonia Sewer Project, docks and specs have been already been approved. Motion was made by Commissioner Tomas Cedillo to accept USDA letter authorizing City of Peñitas to receive an open bid for Phase IV for the City of Peñitas Colonia Sewer Project, motion second by Commissioner Jesus Avendano. Motion carried.
   B) Gustavo Rea City Engineer from J.F. Fontaine recommended authorizing J.F. Fontaine Engineering & Associates to advertise City of Peñitas Colonia Sewer Project Phase IV for bids. Motion was made by Commissioner Jesus Avendano to authorize J.F. Fontaine Engineering & Associates to advertise City of Peñitas Colonia Sewer Project Phase IV for bids, motion second by Commissioner Tomas Cedillo. Motion carried.
   C) Motion was made by Commissioner Jesus Avendano to approve revised proposal from Facilities-USA, LLC Order Request #1 Final proposal RE: Bid No. 5010-60-0302-5000-6000-UCP-CJA Peñitas Public Library Improvements Project amount of $108,046.55, motion second by Commissioner Tomas Cedillo. Motion carried.
   D) Motion was made by Commissioner Tomas Cedillo to approve Interlocal Agreement between the County of Hidalgo and the City of Peñitas Fiscal Year 2012 CDBG Funds Grant No. B-12 UC-48-0501, motion second by Commissioner Antonio Flores Jr. Motion carried.
   E) Motion was made by Commissioner Jesus Avendano to authorize purchase police vehicles from the Buy Board for Peñitas PD, motion second by Commissioner Tomas Cedillo. Motion carried.

9. **Other Business-**

10. **Adjournment**
    Motion was made by Commissioner Tomas Cedillo to adjourn meeting at 6:26 p.m., motion second by Commissioner Jesus Avendano. Motion carried.

Ana Cantu, City Secretary

Mayor Marcos Ochoa

City of Peñitas
Special Called Meeting
Tuesday
July 24, 2012
6:00 p.m.

A Special Called Meeting of the City of Peñitas, Texas will be held at the PeñitasPublicLibrary Building located at 1320 S. Main St.

Notice is hereby given in accordance with S.B. 270 Chapter 277, Page Acts of the 61st Legislature of the State of Texas, 1969 that the following matters will be considered by the City Council of the City of Peñitas, Texas at said meeting.The Board of Aldermen of the City of Peñitas reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meeting Act. No final action will be taken in Executive Session.

Agenda

1. **Open Meeting & Determination of Quorum**
2. **Pledge of Allegiance/Invocation**
3. **Certification of Posting**
4. **Citizens' Input and/or Other Discussions**
5. **Approval of Minutes-June 19, 2012**
6. **Approval of Bills- 7/16/12**
7. **Permits Report-7/02/2012-7/20/2012**
8. **Discussion, Consideration and Action**
   - **A)** Concerning acceptance of USDA letter authorizing City of Peñitas to receive an open bid
   - **B)** Authorizing J.F. Fontaine & Associates to advertise City of Peñitas Colonia Sewer Project Phase IV for bids.
   - **C)** Authorization to approve a revised proposal from Facilities –USA, LLC Order Request #1 Final Proposal RE: Bid No. 5010-60-0300-5000-6000-UCP-CJA Peñitas Public Library Improvements
   - **D)** Approval of Interlocal Agreement between the County and the City of Peñitas Fiscal Year 2012 CDBG Funds under Grant No. B-12 UC-48-0501
   - **E)** Authorization to purchase police vehicles for PD
9. **Other Business**
10. **Adjournment**

Posted on this 20th day of July2012 at 5:00 p.m. at the Peñitas City Hall. A Duplicate copy of this agenda has been posted at Peñitas Post Office.

"CERTIFICATION ON POSTING"
I, ANA CANTU, CERTIFY THAT I POSTED A TRUE AND CORRECT COPY OF THE FOREGOING NOTICE OF THIS AGENDA AT A PLACE ACCESSIBLE TO THE PUBLIC AT LEAST SEVENTY TWO (72) HOURS PRIOR TO THE MEETING.

CITY SECRETARY
POSTED THIS20THDAY OF JULY 2012

Facilities - USA, LLC

1333 E Jasmine Ave Suite D
McAllen, Texas 78541
Job Order Contracting Program Providers

The Proposal is provided under the TCPN Annual Contract #R5085

Project Name: ALT #1

Delivery Order Request # 1 Final Proposal 7/5/2012

Scope:

Additional Floor Tile

RECEIVED
By Oscar Garza at 2:04 pm, Jul 10, 2012

REVIEWED
By Oscar Garza at 10:33 am, Jul 12, 2012

City Costs Index Applied Against RS Means Construction National Averages	McAllen, TX *Costs Adjusted by CCI*	X	$ 3,783.95
Competitive Bid Coefficient TCPN	0.880 *Costs Adjusted by Bid Coefficient*	X	$ 3,329.88
Site Travel Factor >150 miles return	1.25 *not applied* *Costs Adjusted by Travel Factor*	X	$ 3,329.88
David Bacon (if applicable) No Costs Difference	*not applied* *Costs Adjusted by Allowances*	X	$ 3,329.88
Permits and Fees			
Performance and Payment Bonds If Required	*Costs Adjusted by PP Bonds*		
Delivery Order Request Total Adjusted Cost			$ 3,329.88
Facilities USA, LLC & Client - Agreed Upon Lump Sum Proposal.			$ 3,329.88

NOTES:

Facilities USA, LLC Program General Manager Signature 7/5/2012 Date

Building Committee Review & Approval Date

Owners Authorized Representative Date

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New Estimate

Line Number: 262726201100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
262726201100		Toggle switch, quiet type, double pole...	Ea.	1 Elec	15.00	0.533	15.18	7.81		22.99	29.47

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New Estimate

Line Number: 262726200200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
262726200200	Toggle switch, quiet type, single pole,...	Ea.	1 Elec	40.00	0.200	4.80	2.93		7.73	10.05

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New Estimate

Line Number: 262726104800 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
262726104800		Low voltage switching, switchplates, 1...	Ea.	1 Elec	80.00	0.100	4.35	1.46		5.81	7.20

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Line Number: 262719101310 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
262719101310		Wiring duct plastic, PVC, snap...	L.F.	2 Elec	120.00	0.133	4.84	1.95		6.79	8.53

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Line Number: 262416102500 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
262416102500		Load centers, 3 phase, 4 wire...	Ea.	1 Elec	0.80	10.000	475.08	145.55		620.63	763.55

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Line Number: 260590106130 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260590106130	Lighting outlets, resi, box 4" ...	Ea.	1 Elec	11.00	0.727	31.97	10.65		42.62	52.92

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Line Number: 260590106080 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260590106080	Lighting outlets, resi, wire onl...	Ea.	1 Elec	10.00	0.800	21.31	11.72		33.03	42.70

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Line Number: 260533135000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260533135000	Electric metallic tubing (EMT), 1/2" di...	L.F.	1 Elec	170.00	0.047	0.62	0.69		1.31	1.81

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Line Number: 260519900100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260519900100		Wire, copper, stranded, 600 volt...	C.L.F.	1 Elec	11.00	0.727	12.61	10.65		23.26	31.25

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Line Number: 260505101240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260505101240	Panelboards, 3 wire, 120/240 V,...	Ea.	2 Elec	2.60	6.154		90.17		90.17	147.33

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Line Number: 260150813200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
260150813200	Lighting fixture, maintenance, remove...	Ea.	1 Elec	4.00	2.000		29.29		29.29	47.93

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Line Number: 233116133500 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
233116133500		Ductwork, rigid fiberglass ductboar...	SF Surf	Q10	350.00	0.069	0.77	0.76		1.53	2.12

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Line Number: 230923102210 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
230923102210		Control Components/DDC Sys...	Ea.							204.34	223.60

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New Estimate

Line Number: 224213403360 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
224213403360		Water closet, bowl only, floor ...	Ea.	Q1	5.80	2.759	479.75	30.60		510.35	577.74

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Line Number: 224116303200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
224116303200		Sink, kitchen, counter top styl...	Ea.	Q1	4.80	3.333	893.00	37.03		930.03	1034.95

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Line Number: 220719100245 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220719100245		Insulation, insulated protectors (...	Ea.	1 Plum	32.00	0.250	19.48	3.07		22.55	26.44

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Line Number: 220505101900 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505101900		Pipe fittings with a single connection, ...	Ea.	1 Plum	30.00	0.267		3.27		3.27	5.40

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Line Number: 220505101620 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505101620	Fixture, old water cooler, wall or...	Ea.	1 Plum	6.00	1.333		16.42		16.42	27.06

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Line Number: 220505101520 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505101520		Fixture, urinal, wall mounted, se...	Ea.	1 Plum	7.00	1.143		13.98		13.98	23.10

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Line Number: 220505101400 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505101400		Fixture, water closet, floor mounte...	Ea.	1 Plum	8.00	1.000		12.31		12.31	20.22

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Line Number: 220505101220 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505101220	Fixture, counter top lavatory, dis...	Ea.	1 Plum	8.00	1.000		12.31		12.31	20.22

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Line Number: 220505101200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505101200	Fixture, lavatory, wall hung, selecti...	Ea.	1 Plum	10.00	0.800		9.88		9.88	16.26

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New Estimate

Line Number: 220505100720 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
220505100720	Water closets, selective demolition	Ea.	1 Plum	12.00	0.667		8.21		8.21	13.53

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Line Number: 125651103800 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
125651103800	Library furniture, charging desk, built-...	L.F.	1 Carp	7.00	1.143	410.00	30.81		440.81	506.48

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New Estimate

Line Number: 125416402200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
125416402200	Table Tops, laminated plastic ...	Ea.				500.00			500.00	550.00

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Line Number: 123559103500 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
123559103500		Display cases, glass front, aluminu...	Section				330.00			330.00	365.00

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Line Number: 123559102600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
123559102600	Display cases, glass front, alu...	Ea.	2 Carp	2.00	8.000	2075.00	214.50		2289.50	2633.80

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Line Number: 123223105320 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
123223105320		Custom Cabinets, kitchen wall...	Ea.	2 Carp	19.30	0.829	310.00	22.23		332.23	382.44

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Line Number: 123223104450 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
123223104450		Custom Cabinets, kitchen wall c...	Ea.	2 Carp	22.70	0.705	296.00	19.11		315.11	356.59

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Line Number: 123223100800 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
123223100800	Custom Cabinets, kitchen base cabi...	Ea.	2 Carp	24.80	0.645	234.00	17.16		251.16	286.25

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Line Number: 100505101900 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
100505101900		Specialties demolition, curtain track o...	L.F.	1 Clab	220.00	0.036		0.76		0.76	1.29

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Line Number: 099123331800 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
099123331800		Paints & Coatings, interior, doors, fl...	Ea.	1 Pord	9.00	0.889	7.45	8.05		15.50	21.30

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Line Number: 096519107350 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
096519107350		Resilient Flooring, vinyl compositio...	S.F.	1 Tilf	500.00	0.016	2.02	0.34		2.36	2.77

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Line Number: 096513131150 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
096513131150		Cove base, rubber or vinyl, stan...	L.F.	1 Tilf	315.00	0.025	1.10	0.53		1.63	2.07

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Line Number: 095323301040 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
095323301040		Hanging wire, 4' long, 12 gauge	C.S.F.	1 Carp	65.00	0.123	6.79	1.40		8.19	9.83

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Line Number: 095323300900 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
095323300900		Carrier channels, for ceilings wit...	S.F.	1 Carp	460.00	0.017	0.21	0.20		0.41	0.56

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New Estimate

Line Number: 095323300600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
095323300600	Carrier channels, 1-1/2", for 4' O.C., ...	S.F.	1 Carp	470.00	0.017	0.12	0.20		0.32	0.46

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New Estimate

Line Number: 095123101115 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
095123101115	Suspended Acoustic Ceiling Ti...	S.F.	1 Carp	625.00	0.013	1.24	0.15		1.39	1.62

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New Estimate

Line Number: 092910300490 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
092910300490	Gypsum wallboard, on walls, f...	S.F.	2 Carp	775.00	0.021	0.31	0.24		0.55	0.75

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New Estimate

Line Number: 092116333800 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
092116333800	Partition Wall, interior, standard,...	S.F.	2 Carp	340.00	0.047	0.85	0.54		1.39	1.84

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New Estimate

Line Number: 090505302300 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
090505302300	Walls and partitions demolition, ...	S.F.	B1	520.00	0.046		0.51		0.51	0.86

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New Estimate

Line Number: 090505200900 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
090505200900	Flooring demolition, vinyl composition...	S.F.	2 Clab	1000.00	0.016		0.17		0.17	0.29

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New Estimate

Line Number: 090505100200 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
090505100200		Ceiling demolition, drywall, furred and...	S.F.	2 Clab	800.00	0.020		0.22		0.22	0.36

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Line Number: 090170100130 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
090170100130		Gypsum wallboard, repairs, fil...	Ea.	1 Carp	24.00	0.333	0.03	4.59		4.62	7.76

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New Estimate

Line Number: 088110100800 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
088110100800		Float Glass, tempered, clear, 1/4" t...	S.F.	2 Glaz	120.00	0.133	8.58	1.58		10.16	12.07

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New Estimate

Line Number: 085113100100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
085113100100	Windows, aluminum sash, sto...	S.F.	2 Sswk	200.00	0.080	18.36	1.12		19.48	22.35

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New Estimate

Line Number: 081433200800 Description: Keywords: Search | Reset | Search Tips

Data Type: Unit | Cost Book: CostBook Selection | Data Release: Year 2012 Quarter 2 | Measurement System: English

MasterFormat™: 2010 | Labor Type: Open Shop | Location | Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
081433200800	Doors, wood, residential, dutch, ...	Ea.	2 Carp	12.00	1.333	807.24	18.45		825.69	917.15

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New Estimate

Line Number: 080505200600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
080505200600	Window demolition, glass, minimum	S.F.	1 Clab	200.00	0.040		0.41		0.41	0.69

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New Estimate

Line Number: 080505102000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
080505102000	Door demolition, door frames, metal, ...	Ea.	1 Carp	8.00	1.000		13.01		13.01	21.87

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New Estimate

Line Number: 060505201510 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
060505201510	Selective demolition, millwork a...	L.F.	2 Clab	120.00	0.133		1.26		1.26	2.11

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New Estimate

Line Number: 060505201020 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
060505201020	Selective demolition, millwork and ...	L.F.	2 Clab	80.00	0.200		1.88		1.88	3.17

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New Estimate

Line Number: 060505201000 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
060505201000	Selective demolition, millwork and tri...	L.F.	2 Clab	80.00	0.200		1.88		1.88	3.17

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New Estimate

Line Number: 060505100120 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
060505100120		Selective Demolition, Wood Fr...	Ea.	1 Clab	48.00	0.167		1.57		1.57	2.63

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New Estimate

Line Number: 054113304400 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
054113304400	Partition, galv LB studs, 16 g...	L.F.	2 Carp	64.00	0.250	14.01	6.42		20.43	26.20

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New Estimate

Line Number: 054113101330 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
054113101330	Bridging, solid, length of LB tr...	Ea.	1 Carp	105.00	0.076	2.68	1.96		4.64	6.24

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New Estimate

Line Number: 051223750302 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
051223750302	Structural steel member, 100-to...	L.F.	E2	600.00	0.080	12.65	2.25	2.39	17.29	20.79

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New Estimate

Line Number: 051223171700 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
051223171700	Column, structural, 3" dia x 12'-0" H, ...	Ea.	E2	60.00	0.800	141.68	22.65	23.88	188.21	224.02

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New Estimate

Line Number: 051223101700 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
051223101700		Ceiling support, structural framing, he...	L.F.	E4	24.00	1.333	52.44	37.75	4.82	95.01	135.66

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New Estimate

Line Number: 038113500500 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
038113500500		Concrete sawing, concrete slabs, ro...	L.F.	B89	800.00	0.020	0.18	0.27	0.52	0.97	1.21

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Line Number: 024210200720 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
024210200720	Deconstruction of building do...	Ea.	2 Carp	13.00	1.231	11.62	19.85		31.47	45.94

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New Estimate

Line Number: 024119190725 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
024119190725		Selective demolition, rubbish handli...	Week				630.00			630.00	695.00

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New Estimate

Line Number: 019313161010 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipmer	Bare Total	Total O&P
019313161010	Electrical Facilities Maintenance, ...	Ea.	1 Elec	7.00	1.143		21.95		21.95	35.96

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New Estimate

Line Number: 017413200100 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
017413200100	Cleaning up, cleanup of floor area, ...	M.S.F.	A5	11.50	1.565	2.81	19.85	4.38	27.04	41.07

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New Estimate

Line Number: 015423706600 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
015423706600		Scaffolding, steel tubular, heavy...	C.S.F.	4 Carp	10.00	3.200		51.37		51.37	86.40

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New Estimate

Line Number: 013113200240 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200240		Field personnel, superintendent, mini...	Week					1800.00		1800.00	2775.00

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Line Number: 013113200020 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number		Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
013113200020		Field Personnel, clerk, average	Week					420.00		420.00	650.00

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 22 Subtotal							**$2,787.86**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)							
230923102210			Control Components/DDC Systems, status (alarms), digital output (avg. 50' run in 1/2" EMT), start/stop	1.00	Ea.	$223.60	$223.60
233116133600			Ductwork, rigid fiberglass ductboard, foil reinforced kraft facing, rectangular, aluminum faced(FRK), 1" thick, standard weight	1,640.00	SF Surf	$2.12	$3,476.80
Division 23 Subtotal							**$3,700.40**
Division 26 Electrical							
260150813200			Lighting fixture, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	34.00	Ea.	$47.93	$1,629.62
260505101240			Panelboards, 3 wire, 120/240 V, 200 amp, to 42 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	2.00	Ea.	$147.33	$294.66
260519900100			Wire, copper, stranded, 600 volt, #12, type THW, in raceway	12.00	C.L.F.	$31.25	$375.00
260533135000			Electric metallic tubing (EMT), 1/2" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	2,200.00	L.F.	$1.81	$3,982.00
260590106080			Lighting outlets, resi. wire only (for fixture), EMT & wire, 20'	45.00	Ea.	$42.70	$1,921.50
260590106130			Lighting outlets, resi. box 4" and wire (for fixture), EMT & wire, 20'	45.00	Ea.	$52.92	$2,381.40
26241o102500			Load centers, 3 phase, 4 wire, main lugs, rainproof, 120/208 V, 125 amp, 18 circuits, incl 20 A 1 pole plug-in breakers	2.00	Ea.	$763.55	$1,527.10
262719101310			Wiring duct plastic, PVC, snap-in slots, adhesive backed, 2"W x 1-1/2"H	175.00	L.F.	$8.53	$1,492.75
262726104800			Low voltage switching, switchplates, 1 gang, 1, 2 or 3 switch, plastic	24.00	Ea.	$7.20	$172.80
262726260200			Toggle switch, quiet type, single pole, 15 amp	12.00	Ea.	$10.05	$120.60
262726201100			Toggle switch, quiet type, double pole, 15 amp	12.00	Ea.	$29.47	$353.64
Division 26 Subtotal							**$14,251.07**

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099123331800			Paints & Coatings, interior, doors, flush, w/frame, both sides, varnish, brushwork, sand after 1st coat, 3' x 7', excl. frame	12.00	Ea	$21.30	$255.60
Division 09 Subtotal							**$24,171.72**
Division 10 Specialties							
100505101900			Specialties demolition, curtain track or rod, hospital type, ceiling mounted or suspended	30.00	L.F.	$1.29	$38.70
Division 10 Subtotal							**$38.70**
Division 12 Furnishings							
123223100800			Custom Cabinets, kitchen base cabinets, hardwood, prefinished, 1 top drawer, 1 door below, 24" deep, 35" high, 12" wide, excl. countertops	8.50	Ea.	$286.25	$2,433.12
123223104450			Custom Cabinets, kitchen wall cabinets, hardwood, prefinished, 2 doors, 12" deep, 15" high, 42" wide	1.00	Ea.	$356.59	$356.59
123223105320			Custom Cabinets, kitchen wall cabinets, hardwood, prefinished, 2 doors, 12" deep, 30" high, 30" wide	2.00	Ea.	$382.44	$764.88
123559102600			Display cases, glass front, aluminum frame, non-illuminated, two section, 10' x 4' x 1'-4", wall mounted	2.00	Ea.	$2,633.80	$5,267.60
123559103500			Display cases, glass front, aluminum frame, wall mounted, for fluorescent lights, add	2.00	Section	$365.00	$730.00
125416402200			Table Tops, laminated plastic edge, 24"w x 48" long, maximum	2.00	Ea.	$550.00	$1,100.00
125651103800			Library furniture, charging desk, built-in, w/counter, plastic laminated top	15.00	L.F.	$506.48	$7,597.20
Division 12 Subtotal							**$18,249.39**
Division 22 Plumbing							
220505100720			Water closets, selective demolition	3.00	Ea	$13.53	$40.59
220505101200			Fixture, lavatory, wall hung, selective demolition, includes 10' piping	2.00	Ea.	$16.26	$32.52
220505101220			Fixture, counter top lavatory, disconnect and remove	4.00	Ea.	$20.22	$80.88
220505101400			Fixture, water closet, floor mounted, selective demolition, includes 10' piping	7.00	Ea.	$20.22	$141.54
220505101520			Fixture, urinal, wall mounted, selective demolition, includes 10' piping	1.00	Ea	$23.10	$23.10
220505101620			Fixture, old water cooler, wall or deck mounted, selective demolition, includes 10' piping	4.00	Ea.	$27.06	$108.24
220505101900			Pipe fittings with a single connection, up thru 1-1/2" diameter, selective demolition	12.00	Ea	$5.40	$64.80
220719100245			Insulation, insulated protectors (ADA), for exposed piping under sinks or lavatories, vinyl coated foam, velcro tabs p trap, 1-1/4" or 1-1/2"	4.00	Ea	$26.44	$105.76
224116303200			Sink, kitchen, counter top style, stainless steel, self rimming, double bowl, 33" x 22", includes faucet and drain	1.00	Ea.	$1,034.95	$1,034.95
224213303360			Water closet, bowl only, floor mounted, tankless, with floor outlet, 1.28 gpf, includes flush valve and seat	2.00	Ea.	$577.74	$1,155.48

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
054113304400			Partition, galv LB studs, 16 ga x 6" W studs 16" O.C. x 8' H, incl galv top & bottom track, excl openings, headers, beams, bracing & bridging	162.00	L.F.	$26.20	$4,244.40
Division 05 Subtotal							**$11,168.46**
Division 06 Wood, Plastics, and Composites							
060505100120			Selective Demolition, Wood Framing timber connector, large, nailed	64.00	Ea.	$2.63	$168.32
060505201000			Selective demolition, millwork and trim, wood base cabinets	42.00	L.F.	$3.17	$133.14
060505201020			Selective demolition, millwork and trim, wood wall cabinets	84.00	L.F.	$3.17	$266.28
060505201510			Selective demolition, millwork and trim, counter top, maximum	16.00	L.F.	$2.11	$33.76
Division 06 Subtotal							**$601.50**
Division 08 Openings							
080505102000			Door demolition, door frames, metal, remove and reset	12.00	Ea.	$21.87	$262.44
080505200600			Window demolition, glass, minimum	128.00	S.F.	$0.69	$88.32
081433200800			Doors; wood, residential, dutch, pine, 1-3/4" x 6'-8" x 3'-0" wide, min	1.00	Ea.	$917.15	$917.15
085113100100			Windows, aluminum sash, stock, grade C, fixed casement, excl glazing and trim	64.00	S.F.	$22.35	$1,430.40
088710100800			Float Glass, tempered, clear, 1/4" thick	64.00	S.F.	$12.07	$772.48
Division 08 Subtotal							**$3,470.79**
Division 09 Finishes							
090170100130			Gypsum wallboard, repairs, fill and sand, dents, 2" to 4" square	20.00	Ea.	$7.76	$155.20
090505100200			Ceiling demolition, drywall, furred and nailed, remove	3,290.00	S.F.	$0.36	$1,184.40
090505200900			Flooring demolition, vinyl composition tile 12" x 12"	2,600.00	S.F.	$0.29	$754.00
090505302500			Walls and partitions demolition, metal or wood studs, finish two sides, plasterboard (drywall)	2,600.00	S.F.	$0.86	$2,236.00
092116333800			Partition Wall, interior, standard, taped both sides installed on & incl. 25 ga. NLB metal studs, 3-5/8" wide, 16" O.C., 8' to 12' high, 5/8" gypsum drywall	128.00	S.F.	$1.84	$235.52
092910300490			Gypsum wallboard, on walls, fire resistant, w/compound skim coat (level 5 finish), 1/2" thick	2,860.00	S.F.	$0.75	$2,145.00
095123101115			Suspended Acoustic Ceiling Tiles, mineral Fiber Tile, lay-in, rough texture, 2' x 2' or 2' x 4', 5/8" thick	3,290.00	S.F.	$1.62	$5,329.80
095323300600			Carrier channels, 1-1/2", for 4' O.C., add	3,290.00	S.F.	$0.46	$1,513.40
095323300900			Carrier channels, for ceilings with recessed lighting fixtures, add	1,160.00	S.F.	$0.56	$649.60
095323301040			Hanging wire, 4' long, 12 gauge	200.00	C.S.F.	$9.83	$1,966.00
096513131150			Cove base, rubber or vinyl, standard colors, 4" h, 0.080" thick	250.00	L.F.	$2.07	$517.50
096519107350			Resilient Flooring, vinyl composition tile, marbleized, 12" x 12" x 1/8"	2,610.00	S.F.	$2.77	$7,229.70

Hidalgo County

Penitas,

Year 2012 Quarter 2

Date: 5-Jul-12

Unit Detail Report

Cost Estimate Report
CostWorks

Penitas Public Facility Improvements

Prepared By:
F Rendon
Facilities USA LLC

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements							
013113200020			Field Personnel, clerk, average	8.00	Week	$650.00	$5,200.00
013113200240			Field personnel, superintendent, minimum	4.00	Week	$2,775.00	$11,100.00
015423700600			Scaffolding, steel tubular, heavy duty shoring for elevated slab forms, floor area, labor only to erect & dismantle, to 14'-8" high	19.00	C S F	$86.40	$1,641.60
017413200100			Cleaning up, cleanup of floor area, final by GC at end of job	20.00	M S F	$41.07	$821.40
019313161010			Electrical Facilities Maintenance, distribution systems and equipment, install or repair a breaker in power panels up to 200 amps	42.00	Ea	$35.96	$1,510.32
Division 01 Subtotal							**$20,273.32**
Division 02 Existing Conditions							
024119100725			Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost.	9.00	Week	$695.00	$6,255.00
024210200720			Deconstruction of building doors and windows, deconstruction of doors & wrap, interior, double, up to 2 stories, excludes handling, packaging or disposal costs, no closers	12.00	Ea	$45.94	$551.28
Division 02 Subtotal							**$6,806.28**
Division 03 Concrete							
038113500500			Concrete sawing, concrete slabs, not reinforced, up to 3" deep	4.00	L F	$1.21	$4.84
Division 03 Subtotal							**$4.84**
Division 05 Metals							
051223101700			Ceiling support, structural framing, heavy folding partitions shop fabricated, excl door track & hardware	19.00	L F	$135.66	$2,577.54
051223171700			Column, structural, 3" dia x 12'-0" H, extra strong pipe, incl shop primer, cap & base plate, excludes bolts	6.00	Ea	$224.02	$1,344.12
051223750300			Structural steel member, 100-ton project, 1 to 2 story building, W8x10, A992 steel, shop fabricated, incl shop primer, bolted connections	112.00	L F	$20.79	$2,328.48
054113101330			Bridging, solid, length of LB track between LB studs, per stud bay, 16 ga x 6" W x 16" L, incl bent tabs at ends	108.00	Ea	$6.24	$673.92

Hidalgo County

Penitas,

Year 2012 Quarter 2

Date: 5-Jul-12

Unit Summary Report

Penitas Public Facility Improvements

Cost Estimate Report
CostWorks

Prepared By:
F Rendon
Facilities USA LLC

Division Description		Total
Division 01 General Requirements		$20,273.32
Division 02 Existing Conditions		$6,806.28
Division 03 Concrete		$4.84
Division 05 Metals		$11,169.46
Division 06 Wood, Plastics, and Composites		$601.50
Division 08 Openings		$3,470.79
Division 09 Finishes		$24,171.72
Division 10 Specialties		$38.70
Division 12 Furnishings		$18,249.39
Division 22 Plumbing		$2,787.86
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)		$3,700.40
Division 26 Electrical		$14,251.07
Subtotal		$105,524.33
General Contractor's Markup on Subs	3.00%	$0.00
Subtotal		$105,524.33
General Conditions	3.00%	$3,165.73
Subtotal		$108,690.06
General Contractor's Overhead and Profit	3.00%	$3,260.70
Grand Total		$111,950.76

Facilities - USA, LLC

1333 E Jasmine Ave Suite D
McAllen, Texas 78541
Job Order Contracting Program Providers

The Proposal is provided under the TCPN Annual Contract #R5085

Project Name:

Delivery Order Request # 1 Final Proposal 7/12/2012

Scope:

Penitas Library Modifications/Renovations
Includes Alternate #1

REVIEWED
By Oscar Garza at 1:28 pm, Jul 12, 2012

City Costs Index Applied Against RS Means Construction National Averages	McAllen, TX	X	
	Costs Adjusted by CCI		$ 111,950.76
Competitive Bid Coefficient TCPN	0.880	X	
	Costs Adjusted by Bid Coefficient		$ 98,516.67
Site Travel Factor >150 miles return	1.25 *not applied*	X	
	Costs Adjusted by Travel Factor		$ 98,516.67
Permits and Inspections			$1,000.00
Davis Bacon (if applicable) No Costs Difference	*not applied*	X	
	Costs Adjusted by Allowances		$99,516.67
Alternate #1			$3,329.88
Performance and Payment Bonds If Required	*Costs Adjusted by PP Bonds*		$3,000.00
Allowances			$3,000.00
Delivery Order Request Total Adjusted Cost			$108,846.55

Facilities USA, LLC & Client - Agreed Upon Lump Sum Proposal.

NOTES:

Facilities USA, LLC Program General Manager Signature 7/12/2012
Date

Building Committee Review & Approval
Date

Owners Authorized Representative
Date

Facilities - USA, LLC

1333 E Jasmine Ave Suite D
McAllen, Texas 78541
Job Order Contracting Program Providers

The Proposal is provided under the TCPN Annual Contract #R5085

Project Name:

Delivery Order Request # 1 Final Proposal 7/12/2012

Scope:

Penitas Library Modifications/Renovations
Includes Alternate #1

REVIEWED
By Oscar Garza at 1:28 pm, Jul 12, 2012
FINAL COMPLETED

City Costs Index Applied Against RS Means	McAllen, TX	X	
Construction National Averages	*Costs Adjusted by CCI*		$ 111,950.76
Competitive Bid Coefficient	0.880	X	
TCPN	*Costs Adjusted by Bid Coefficient*		$ 98,516.67
Site Travel Factor	1.25		
>150 miles return	*not applied*	X	
	Costs Adjusted by Travel Factor		$ 98,516.67
Permits and Inspections			$1,000.00
Davis Bacon (if applicable)			
No Costs Difference	*not applied*	X	
	Costs Adjusted by Allowances		$99,516.67
Alternate #1			$3,329.88
Performance and Payment Bonds			
If Required	*Costs Adjusted by PP Bonds*		$3,000.00
Allowances			$3,000.00
Delivery Order Request Total Adjusted Cost			**$108,846.55**

Facilities USA, LLC & Client - Agreed Upon Lump Sum Proposal.

NOTES:

Facilities USA, LLC Program General Manager Signature 7/12/2012
Date

Building Committee Review & Approval

Date

Owners Authorized Representative

Date

Unit Detail Report

Year 2012 Quarter 2

Date: 5-Jul-12

Penitas Library Alt #1

Prepared By:
F Rendon
Facilities USA LLC

LineNumber			Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 09 Finishes							
09650520G960			Flooring demolition, vinyl composition tile, 12" x 12"	1,200.00	S.F.	$0.29	$348.00
09651910G350			Resilient Flooring, vinyl composition tile, marblerized, 12" x 12" x 1/8"	1,162.00	S.F.	$2.77	$3,218.74
Division 09 Subtotal							$3,566.74

Unit Summary Report

Year 2012 Quarter 2

Date: 5-Jul-12

Penitas Library Alt #1

Prepared By:
F Rendon
Facilities USA LLC

Division Description		Total
Division 09 Finishes		$3,566.74
Subtotal		$3,566.74
General Contractor's Markup on Subs	3.00%	$0.00
Subtotal		$3,566.74
General Conditions	3.00%	$107.00
Subtotal		$3,673.74
General Contractor's Overhead and Profit	3.00%	$110.21
Grand Total		$3,783.95

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New Estimate

Line Number: 090505200900 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
090505200900	Flooring demolition, vinyl composition...	S.F.	2 Clab	1000.00	0.016		0.17		0.17	0.29

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New Estimate

Line Number: 096519107350 Description: Keywords Search Reset Search Tips

Data Type: Unit Cost Book: CostBook Selection Data Release: Year 2012 Quarter 2 Measurement System: English

MasterFormat™: 2010 Labor Type: Open Shop Location Go

Search Results

Lines 1 - 1 of 1

Line Number	Description	Unit	Crew	Daily Output	Labor Hours	Bare Material	Bare Labor	Bare Equipment	Bare Total	Total O&P
096519107350	Resilient Flooring, vinyl compositio...	S.F.	1 Tilf	500.00	0.016	2.02	0.34		2.36	2.77

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From:	Humberto Rodriguez
To:	"Oscar Garza"; "noe cavazos"
Cc:	"Luis"; "Diana Trevino"; "Ruben Cazares"; "Candace"; dpequeno@sbcglobal.net
Subject:	RE: Bid No. 5010-60-0300-5000-6000-UCP-CJA Penitas Public Library Improvements
Date:	Thursday, July 12, 2012 1:51:10 PM
Attachments:	facilities usa proposal for penitas Base Bid and Alternate 1.pdf

Mr. Garza: Please see responses your comments:

1. Correct, there was an opportunity as a betterment to the project to remove and add new ceiling grid and acoustical tiles in the remainder of some designated rooms as described in a previous e-mail to Mr. Cavazos dated 07.03.2012. See summary of e-mails below.

2. See attached summary of proposal with base bid and alternate no.1 .

Please let us know if you need anything else.

Thank you,

Humberto Rodriguez, AIA
Associate

Rike Ogden Figueroa Allex
Architects Inc.

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

humbertor@rofainc.com

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, July 12, 2012 11:11 AM
To: 'Humberto Rodriguez'; 'noe cavazos'
Cc: 'Luis'; 'Diana Trevino'; 'Ruben Cazares'; 'Candace'; dpequeno@sbcglobal.net
Subject: RE: Bid No. 5010-60-0300-5000-6000-UCP-CJA Penitas Public Library Improvements

Mr. Rodriquez,
The revised proposal has been reviewed as per the recommendations as provided at the Review &

Negotiation meeting previously held.

For the sake of clarification, it is my understanding that the proposal includes several items added to the SOW (i.e the ceiling tiles etc.) and in addition Alternate 1.

Is this correct?

Could you please forward me your overall assessment and final decision, in as much as that the front sheet for this project needs to include the Alternates which were ultimately decided on.

In which case the Delivery Order front sheet should reflect the Alternate that was selected.

As soon as I can get this from you I will forward all the appropriate documentation for placement on agenda for approval by Hidalgo County Commissioners Court.

Should you have any questions, please let me know.

Thank you!

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Is it really necessary to print this email?

From: Humberto Rodriguez [mailto:humbertor@rofainc.com]
Sent: Thursday, July 05, 2012 11:17 AM
To: 'noe cavazos'
Cc: 'Luis'; 'Diana Trevino'; Ruben Cazares; 'Candace'; 'Oscar Garza'
Subject: RE: Bid No. 5010-60-0300-5000-6000-UCP-CJA Penitas Public Library Improvements

Mr. Cavazos: Thank you for your response. By copy of this e-mail we will request Facilities USA to submit a revised proposal to Hidalgo County/Urban County for consideration of the additional work.

Thank you,

Humberto Rodriguez, AIA
Associate

Rike Ogden Figueroa Allex
Architects Inc.

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

humbertor@rofainc.com

From: noe cavazos [mailto:noe_cavazos2002@yahoo.com]
Sent: Thursday, July 05, 2012 10:28 AM
To: Humberto Rodriguez
Cc: 'Luis'; 'Oscar Garza'; 'Candace'; Ruben Cazares
Subject: Re: Bid No. 5010-60-0300-5000-6000-UCP-CJA Penitas Public Library Improvements

Humberto;

The City of Penitas has reviewed and considered the Architects' and Contractors' recommendations and has agreed that it is in the best interest of the city due to cost-efficiency. Please let this memo serve as an official notice to proceed accordingly in order to expedite the rehabilitation of our Library Project.

Thank you for lending us your prompt attention and assistance on this matter. Should you have any questions and/or need additional information, please call me at your convenience at 956-581-3345.

Thanks,

Noe H. Cavazos
City Manager/Municipal Judge

From: Humberto Rodriguez <humbertor@rofainc.com>
To: Noe Cavazos <noe_cavazos2002@yahoo.com>
Cc: 'Luis' <luis@rofainc.com>; 'Oscar Garza' <oscarg.garza@co.hidalgo.tx.us>; 'Candace' <candace.armenta@ucp.co.hidalgo.tx.us>; Ruben Cazares <cazaresrub@yahoo.com>
Sent: Tuesday, July 3, 2012 12:00 PM
Subject: Bid No. 5010-60-0300-5000-6000-UCP-CJA Penitas Public Library Improvements

Mr. Cavazos: Pursuant to a meeting with Ruben Cazares and Domingo Pequeno from Facilities USA on July 02, 2012, it was discussed as a betterment to the project to remove and replace the existing 2'x4' ceiling grid and ceiling tiles with new 2'x4' ceiling grid and

ceiling tiles in the remainder of Library 117 and Work Room 108. Also, remove and replace existing 2'x4' ceiling grid and ceiling tiles with new 2'x4' ceiling grid and ceiling tiles in the following rooms: Entry Foyer 101, Circulation Desk 103 and Meeting 116.
Please let us know if you have any questions or comments.

Thank you,

Humberto Rodriguez, AIA
Associate

Rike Ogden Figueroa Allex Architects Inc.

1007 Walnut Ave.
McAllen, Texas 78501

956.686.7771 voice
956.687.3433 fax

humbertor@rofainc.com

AI-33497 **Urban County 11. B.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Nancy V. Hernandez **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Homeless Prevention and Rapid Re-Housing Program (HPRP) contract with Catholic Charities of the Rio Grande Valley (CCRGV) and the Hidalgo County Urban County Program. The amendment would increase the current contract amount of $ 875,014.46 by $595.45. The amended contract amount for CCRGV will be $ 875,609.91. The amendment will increase both the Homeless Prevention and Rapid Re-Housing categories and would help Catholic Charities pay for expenditures that exceeded their current contract.

BACKGROUND

The HPRP Program requires that a total of 100% of the HPRP funds be spent by July 20, 2012. The $595.46 will come from the outstanding balance of $60,673.12 from two agencies that did not meet the contract agreement deadline.

ACTIVITY	CURRENT BUDGET	(CHANGE)	PROPOSED
HOMELESS PREVENTION	613,269.00	.21	613,269.21
RAPID RE-HOUSING	261,745.46	595.24	262,340.70
TOTAL AMOUNTS:	875,014.46	595.45	875,609.91

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/31/2012 04:56 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Mary Flores Started On: 07/31/2012 03:59 PM

Final Approval Date: 08/10/2012

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Catholic Charities of the Rio Grande Valley, having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP Funds Application:

OPERATIONS UNDER HOUSING

Catholic Charities of the Rio Grande Valley will utilize HPRP Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Catholic Charities of the Rio Grande Valley was granted funds in the amount of $875,014.46 for both Homeless Prevention and Rapid Re-Housing activities. The assistance to the families will be Financial Assistance, Housing Relocation & Stabilization Services, Data Collections, and Administration.

The subrecipient agreement was entered between Catholic Charities of the Rio Grande Valley and the Hidalgo County – Urban County Program on September 29, 2009 and terminated on July 20, 2012.

The Hidalgo County Urban County Program is requesting that the contract with Catholic Charities of the Rio Grande Valley be increased by $595.45 to be able to pay expenses incurred prior to the July 20, 2012 grant deadline. The $595.46 will come from the outstanding balance from two (2) other agencies that did not meet the contract agreement deadline.

The new grant amount for Catholic Charities of the Rio Grande Valley will be $ 875,609.91.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____ of **August**, 2012.

County:	**Non-Profit**
Hidalgo County	**Catholic Charities of the Rio Grande Valley**
_____	_____
Diana R. Serna	Sister Norma Pimentel
Urban County Director	Executive Director
Title	Title
_____	_____
Date	Date

Catholic Charities
Of the Rio Grande Valley

Providing help
Creating hope

July 27, 2012

Diana R. Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: HPRP Budget Amendment

Dear Ms. Serna,

We are writing this letter to you to request a budget amendment to our contract because we did not anticipate to exceed our current budget as shown below:

CURRENT BUDGET			
ACTIVITY	Homeless Prevention	Rapid Re-Housing	TOTALS
Financial Assistance	545,785.94	172,717.46	718,503.40
Housing Relocation & Stabilization	41,452.30	54,000.00	95,452.30
Data Collections	23,515.24	28,028.00	51,543.24
Administration	2,515.52	7,000.00	9,515.52
TOTALS	$613,269.00	261,745.46	875,014.46

PROPOSED BUDGET					
ACTIVITY	Category affected	Amount Increased	Homeless Prevention	Rapid Re-Housing	TOTALS
Financial Assistance	Rapid	590.28	545,785.94	173,307.74	719,093.68
Housing Relocation & Stabilization	Homeless P.	.12	41,452.42	54,000.00	95,452.42
Data Collections	Homeless P Rapid	.09 4.35	23,515.33	28,032.35	51,547.68
Administration	Rapid	.61	2,515.52	7,000.61	9,516.13
	TOTALS	$595.45	$613,269.21	$262,340.70	$875,609.91

If you have any questions, please do not hesitate to call me at (956) 702-4088.

Sincerely,

Sr. Norma Pimentel
Executive Director

700 N. Virgen de San Juan Blvd. * San Juan, Texas 78589 * (956) 702-4088 * Fax (956) 782-0418
955 W. Price Rd. * Brownsville, Texas 78520 * (956) 541-0220 * Fax (956) 544-7580

AI-33478 **WIC 13. A.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

1. WIC (1292)

a. Approval of the following personnel actions:

Action	Slot No.	Position	Grade
Delete	0015	Registered Dietitian I	12
Delete	0243	Lactation Consultant	14
Create	0245	Registered Dietitian II	14
Create	0246	Peer Counselor Manager	06

b. Approval of revised salary schedule.

2. Approval of proclamation declaring the month of "August 2012 as World Breastfeeding Awareness Month" in Hidalgo County along with the State of Texas.

BACKGROUND

Proclamation Letter - World Breastfeeding Month

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Funds for proposed positions available from deletion of positions.

Attachments

PAR

Job Descriptions

Fiscal Note

Revised salary schedule

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 08:08 AM
Human Resources	Nereida Garza	08/01/2012 04:30 PM
Budget & Management	Merlen P. Munoz	08/09/2012 07:58 AM

Sylvia Solis	Sylvia Solis	08/09/2012 04:44 PM
Rosalinda Cantu	Rosie Cantu	08/09/2012 05:00 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Margarita Gonzalez Started On: 07/31/2012 10:24 AM

Final Approval Date: 08/10/2012

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 01 2012
Human Resources

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 07/31/12

CURRENT POSITION TITLE: Registered Dietitian I Grade 12 Step 0 **CURRENT SLOT. #:** 15

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,120 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (41,120.00) (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☒
Non-Exempt	☒	Non-Exempt	☐
N/A	☐		

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

Vacant position not needed.

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

see attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Lozano DEPARTMENT HEAD	7/31/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Estela A. Castaneda HUMAN RESOURCES DIRECTOR	8-1-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	8/9/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 01 2012
Human Resources

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 7/31/12

CURRENT POSITION TITLE: Lactation Consultant grade 14 step 1 **CURRENT SLOT. #:** 243

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 50,487 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (50,487.00) (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☒	Exempt	☒
Non-Exempt	☐	Non-Exempt	☐
N/A	☐		

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

Vacant position not needed.

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

see attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7/31/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	8-1-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/2/2-12 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
AUG 0 1 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 7/31/12

CURRENT POSITION TITLE: [redacted] **CURRENT SLOT. #:** 246

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Peer Counselor Manager Grade 6 Step 1

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~27276~~ 000 (Current Budgeted Salary) $ 27,276.00 (Proposed Budgeted Salary) $ 27,276.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Need to have more than one Peer Counselor Manager due to no longer having an Assistant Breastfeeding Coordinator and only one Lactation Consultant for the whole County.

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

see attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Lozano DEPARTMENT HEAD	7/31/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	Esther A. Cortez Mgr. HUMAN RESOURCES DIRECTOR	8-1-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/9/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

RECEIVED
AUG 01 2012
Human Resources

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 7/31/12

CURRENT POSITION TITLE:

CURRENT SLOT. #: 245

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Registered II Grade 14 Step 1 Dietitian

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~50,487~~ 0.00 Current Budgeted Salary $ 50,487.00 Proposed Budgeted Salary $ 50,487.00 Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:		
Exempt	☒	Exempt	☒	*Need FLSA test exemption
Non-Exempt	☐	Non-Exempt	☐	
N/A	☐			

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

Need position for administration to be in charge of training new staff.

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

see attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	7/31/12 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	Evelyn A. Ortiz Rng HUMAN RESOURCES DIRECTOR	8-1-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/9/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

REGISTERED DIETITIAN II

GRADE: 14

GENERAL DESCRIPTION

Performs advance (senior-level) nutrition work. Work involves planning food selection and nutritional programs; providing counseling, technical assistance, and referrals on nutrition and dietary services; and developing food technology testing procedures. Works under moderate supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Interviews clients, staff, and clients' relatives to obtain information related to clients' dietary needs

Develops and implements nutrition care plans based on nutritional need assessments

Provides nutrition education and dietary counseling services

Provides consultation and technical assistance to aid in the development of nutrition education programs

Evaluates data on food market research, food specification, and nutrition analysis procedures

Refers individuals to other agencies or institutions for nutrition and dietary services as appropriate

Assists in developing nutrition education brochures and related materials, and provides education literature to individuals and groups

Assists in planning and conducting nutrition training sessions

Interfaces with medical personnel closely as to appropriate nutrition care of client; Acts as liaison to other health professionals and community agencies for referrals of clients

May assists with patient flow and customer service

May supervise and train staff

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four to five (4-5) years of experience in nutrition, public health, or related field. Graduation from an accredited four-year college or university with major course work in food and nutrition, food systems management, food science, or a related field. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Licensed certificate as Nutritionist or Dietitian required.

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills and Abilities

Knowledge of food and nutrition, of food systems management, and food science and technology principles

Ability to counsel on food and nutrition, develop nutrition care plans, conduct evaluations of food and nutrition, and communicate effectively

Knowledge of human nutrition requirements through the life cycle

Knowledge of nutrition education techniques

Ability to assess eligibility for a service

Ability to assess diets and prepare and present nutrition education materials

Must have experience working with spreadsheets and/or word processing software

Must have good verbal and written communication/presentation skills; Bilingual preferred

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

PEER COUNSELOR MANAGER

GRADE: 06

GENERAL DESCRIPTION

Responsible for assisting in the coordination and monitoring of program activities. Trains and supervises peer counselors and assists in the overall program planning and management. Works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides semi-monthly training to peer counselors at the program meetings

Promotes the program to community stakeholders

Maintains complete case files on each client

Manages client caseload; Matches peer counselors with clients deemed appropriate for services

Monitors and evaluates client progress toward completion of assistance plan, amending and revising plan as necessary

Prepares, schedules and supports delivery of interactive counseling education curriculum to facilitate staff learning about typical program issues and counseling techniques

Maintains records and other required paperwork as necessary

Depending on program assigned, may assist in breastfeeding training of WIC staff and potential Breastfeeding Peer Counselors or serve as a breastfeeding resource to WIC staff and community.

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience as a peer counselor related to the department/program. Previous management experience preferred High School diploma or equivalent required; Associate's degree in social services or related field preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

May require certifications in various fields depending on department assigned; if hired by the WIC department, may require a lactation certificate and other continuing education

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language

Well organized and detail oriented

Ability to understand and adhere to confidentiality laws and expectations

Ability to follow directions from a supervisor

Ability to follow department's policies and procedures

Must have transportation and telephone availability

Skills and competence to establish supportive, trusting relationships and respect for participants' right to self-determination and their personal preferences

Ability to explain rules, regulations and policies of the program in terms understood by clients and the general public

Ability to exercise considerable discretion in handling confidential files

Ability to manage inventory/property

Ability to document and keep accurate records

Be able to use a personal computer, including use of Word, Excel, and the internet. Knowledge of access helpful

If hired by the WIC department: Ability to operate and instruct patients about Breast pumps, manual and electric; Ability to provide breastfeeding training to staff

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, August 14, 2012** **Agenda Item:** 33478

Summary of request/proposal:
WIC ADM (1292):
Approval to delete and/or create the following full-time positions:

Fund	Position	Slot#	Obj	G	S	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1292	REGISTERED DIETITIAN I	0015	113	12	0	41,120.00	0.00	(41,120.00)
1292	LACTATION CONSULTANT	0243	113	14	1	50,487.00	0.00	(50,487.00)
1292	REGISTERED DIETITIAN II	0245	113	14	1	0.00	50,487.00	50,487.00
1292	PEER COUNSELOR MANAGER	0246	113	6	1	0.00	27,276.00	27,276.00
					TOTAL:	91,607.00	77,763.00	(13,844.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1292-441-00-350-001-2-	113	WIC ADM. -	REG F/T EMPLOYEES	($5,304.21)
2-1292-441-00-350-001-2-	211	WIC ADM. -	HEALTH INSURANCE	$0.00
2-1292-441-00-350-001-2-	212	WIC ADM. -	LIFE INSURANCE	$0.00
2-1292-441-00-350-001-2-	220	WIC ADM. -	FICA	($405.77)
2-1292-441-00-350-001-2-	230	WIC ADM. -	RETIREMENT	($527.77)
2-1292-441-00-350-001-2-	250	WIC ADM. -	UNEMPLOYMENT COMP	($26.52)
2-1292-441-00-350-001-2-	260	WIC ADM. -	WORKER'S COMP	$0.00
			2012 Budgetary Impact	($6,264.27)

2013 Budgetary Impact: ($16,349.77)

Possible Funding Sources: No Budgetary Impact.
Funds for proposed positions available from deletion of positions.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

WIC ADM

AI- 33478

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR				$98,280.00	$98,280.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$100,260.00
0002	113	AREA COORDINATOR III	18	1	$68,687.00	$68,687.00	$69,669.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$70,869.00
0003	113	AREA COORDINATOR II	16	3	$63,010.00	$63,010.00	$63,656.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$64,676.00
0005	113	EXECUTIVE ASSISTANT II	13	1	$46,747.00	$46,747.00	$46,747.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$48,067.00
0008	113	REGISTERED DIETITIAN II	14	1	$50,487.00	$50,487.00	$50,783.00	$780.00	$0.00	$0.00	$0.00	$0.00	$51,563.00
0010	113	NUTRITIONIST I	11	2	$41,481.00	$41,481.00	$41,895.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,895.00
0011	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$540.00	$0.00	$0.00	$0.00	$0.00	$47,287.00
0012	113	ACCOUNTANT IV	14	4	$55,788.00	$55,788.00	$55,788.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$57,768.00
0013	113	REGISTERED DIETITIAN I	12	4	$47,829.00	$47,829.00	$48,434.00	$300.00	$0.00	$0.00	$0.00	$0.00	$48,734.00
0014	113	NUTRITIONIST I	11	6	$47,093.00	$47,093.00	$47,093.00	$660.00	$0.00	$0.00	$0.00	$0.00	$47,753.00
~~0015~~	~~113~~	**DELETE THE FOLLOWING:** ~~REGISTERED DIETITIAN I~~	~~12~~	~~0~~	~~$41,120.00~~	~~$41,120.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0017	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,664.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$45,864.00
0018	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0019	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,324.00
0020	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,144.00
0021	113	NUTRITIONIST I	11	4	$44,287.00	$44,287.00	$44,664.00	$540.00	$0.00	$0.00	$0.00	$0.00	$45,204.00
0022	113	LICENSED VOCATIONAL NURSE II	11	4	$44,287.00	$44,287.00	$44,287.00	$960.00	$0.00	$0.00	$0.00	$0.00	$45,247.00
0023	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$540.00	$0.00	$0.00	$0.00	$0.00	$45,339.00
0024	113	LICENSED VOCATIONAL NURSE II	11	5	$45,690.00	$45,690.00	$45,690.00	$840.00	$0.00	$0.00	$0.00	$0.00	$46,530.00
0025	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,489.00	$840.00	$0.00	$0.00	$0.00	$0.00	$44,329.00
0026	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,184.00
0027	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$42,884.00	$900.00	$0.00	$0.00	$0.00	$0.00	$43,784.00
0028	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$540.00	$0.00	$0.00	$0.00	$0.00	$43,824.00
0029	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,244.00
0031	113	CLINIC MANAGER	12	2	$44,799.00	$44,799.00	$44,799.00	$900.00	$0.00	$0.00	$0.00	$0.00	$45,699.00
0032	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0033	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
0034	113	CLINIC MANAGER	12	1	$43,284.00	$43,284.00	$43,284.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,884.00
0035	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0036	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

WIC ADM

AI- 33478

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0037	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,844.00	$720.00	$0.00	$0.00	$0.00	$0.00	$42,564.00
0039	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$42,745.00
0040	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$780.00	$0.00	$0.00	$0.00	$0.00	$42,505.00
0041	113	LICENSED VOCATIONAL NURSE II	11	2	$41,481.00	$41,481.00	$41,725.00	$600.00	$0.00	$0.00	$0.00	$0.00	$42,325.00
0042	113	VENDOR LIASON	12	1	$43,284.00	$43,284.00	$43,284.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$44,424.00
0044	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,438.00
0045	113	WIC CRTFCTN SPECIALIST III	9	4	$37,969.00	$37,969.00	$38,540.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$40,520.00
0047	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0048	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$38,280.00
0049	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$38,460.00
0050	113	WIC CRTFCTN SPECIALIST III	9	3	$36,766.00	$36,766.00	$37,140.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$39,180.00
0051	113	WIC CERTIFICATION SPECIALIST I	5	4	$27,908.00	$27,908.00	$27,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,908.00
0053	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0054	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0055	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0057	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,920.00	$0.00	$0.00	$0.00	$0.00	$36,280.00
0058	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$2,040.00	$0.00	$0.00	$0.00	$0.00	$36,400.00
0059	113	CLERK V	9	1	$34,360.00	$34,360.00	$34,360.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,740.00
0060	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$900.00	$0.00	$0.00	$0.00	$0.00	$30,358.00
0061	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,079.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,099.00
0062	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,980.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$33,720.00
0063	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,921.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$33,361.00
0064	113	CLERK IV	7	3	$31,520.00	$31,520.00	$31,849.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$33,229.00
0065	113	CLINIC AIDE III	5	8	$31,444.00	$31,444.00	$31,596.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$32,796.00
0066	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,888.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,668.00
0067	113	WIC CRTFCTN SPECIALIST II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$32,660.00
0068	113	WIC CRTFCTN SPECIALIST II	7	2	$30,489.00	$30,489.00	$30,633.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,533.00
0069	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$480.00	$0.00	$0.00	$0.00	$0.00	$25,736.00
0070	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,658.00
0071	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,951.00	$780.00	$0.00	$0.00	$0.00	$0.00	$30,731.00
0073	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$840.00	$0.00	$0.00	$0.00	$0.00	$30,629.00
0074	113	WIC CERTIFICATION SPECIALIST I	5	6	$29,676.00	$29,676.00	$29,789.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,929.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

WIC ADM

AI- 33478

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0075	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$30,658.00
0076	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,778.00
0077	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$30,778.00
0078	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,998.00
0079	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,792.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,872.00
0080	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,024.00
0081	113	CLERK III	5	4	$27,908.00	$27,908.00	$28,194.00	$840.00	$0.00	$0.00	$0.00	$0.00	$29,034.00
0082	113	CLINIC AIDE III	5	4	$27,908.00	$27,908.00	$28,022.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,102.00
0083	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,976.00
0084	113	WIC CERTIFICATION SPECIALIST I	5	5	$28,792.00	$28,792.00	$28,831.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,551.00
0085	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$26,336.00
0086	113	MAINTENANCE III	5	4	$27,908.00	$27,908.00	$28,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,600.00
0087	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,104.00
0088	113	CLINIC AIDE III	5	3	$27,024.00	$27,024.00	$27,024.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$28,044.00
0089	113	WIC CERTIFICATION SPECIALIST I	5	3	$27,024.00	$27,024.00	$27,024.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,804.00
0090	113	CLERK III	5	3	$27,024.00	$27,024.00	$27,024.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,564.00
0091	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0092	113	CLERK III	5	2	$26,140.00	$26,140.00	$26,140.00	$840.00	$0.00	$0.00	$0.00	$0.00	$26,980.00
0094	113	COURIER	2	11	$27,069.00	$27,069.00	$27,069.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,549.00
0095	113	CLINIC AIDE III	5	2	$26,140.00	$26,140.00	$26,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,140.00
0096	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,676.00
0097	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0098	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0099	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,585.00
0100	113	CLERK II	3	5	$24,685.00	$24,685.00	$24,685.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,985.00
0101	113	CLINIC AIDE II	3	5	$24,685.00	$24,685.00	$24,685.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,585.00
0102	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,103.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,703.00
0103	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,974.00	$900.00	$0.00	$0.00	$0.00	$0.00	$24,874.00
0104	113	CLERK II	3	4	$23,927.00	$23,927.00	$23,927.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,527.00
0105	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0106	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0107	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

WIC ADM

AI- 33478

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0108	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0109	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0110	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0111	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0112	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0113	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0114	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0115	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0116	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,009.00
0117	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,649.00
0118	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0119	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0120	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0121	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0122	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0123	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0124	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0125	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$900.00	$0.00	$0.00	$0.00	$0.00	$24,069.00
0126	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0127	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0128	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0129	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$660.00	$0.00	$0.00	$0.00	$0.00	$23,829.00
0130	113	CLERK II	3	3	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0131	113	CLERK I	1	4	$20,514.00	$20,514.00	$20,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,640.00
0132	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0133	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0134	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$24,189.00
0135	113	CUSTODIAN II	3	3	$23,169.00	$23,169.00	$23,169.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,769.00
0136	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0137	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0138	113	CLERK II	3	3	$23,169.00	$23,169.00	$23,169.00	$540.00	$0.00	$0.00	$0.00	$0.00	$23,709.00
0139	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

WIC ADM

AI- 33478

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0140	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0141	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$900.00	$0.00	$0.00	$0.00	$0.00	$23,311.00
0142	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0143	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0144	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0145	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0146	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,891.00
0147	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0148	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0149	113	CUSTODIAN II	3	2	$22,411.00	$22,411.00	$22,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,411.00
0150	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0151	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0152	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0153	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0154	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0155	113	CLERK II	3	2	$22,411.00	$22,411.00	$22,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,771.00
0156	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0157	113	CLINIC AIDE II	3	2	$22,411.00	$22,411.00	$22,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$22,831.00
0158	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0159	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0160	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0161	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0162	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0163	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0165	113	CLINIC AIDE II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0166	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,013.00
0167	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0168	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0169	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0170	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0171	113	CLINIC AIDE I	1	5	$21,164.00	$21,164.00	$21,296.00	$300.00	$0.00	$0.00	$0.00	$0.00	$21,596.00
0172	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,013.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1292-441-00-350-001-2

WIC ADM

AI- 33478

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0173	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0174	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0175	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0176	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0177	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0178	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0179	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0180	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0181	113	CLINIC AIDE I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0182	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0183	114	CLERK II	3	3	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0185	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0186	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0187	114	CUSTODIAN I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0188	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0190	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0191	114	CUSTODIAN I	1	8	$23,114.00	$23,114.00	$23,114.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,114.00
0192	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0193	114	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0194	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0195	114	CUSTODIAN I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0196	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0197	114	CUSTODIAN I	1	4	$20,514.00	$20,514.00	$20,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,514.00
0198	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0199	113	NUTRITIONIST I	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0200	113	AREA COORDINATOR I	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0201	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0202	113	LICENSED VOCATIONAL NURSE II	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0203	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0204	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0205	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0206	113	CLERK I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

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WIC ADM

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0207	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0209	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0210	113	CLINIC AIDE I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0211	113	CUSTODIAN I	1	3	$19,864.00	$19,864.00	$19,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,864.00
0212	113	REGISTERED DIETITIAN I	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
0213	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0214	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0215	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0216	113	NUTRITIONIST	11	3	$42,884.00	$42,884.00	$42,315.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,315.00
0218	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0219	113	COORDINATOR IV	15	1	$54,526.00	$54,526.00	$54,600.00	$480.00	$0.00	$0.00	$0.00	$0.00	$55,080.00
0221	113	NUTRITIONIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,078.00
0222	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0223	113	CLINIC AIDE I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0224	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0225	113	REGISTERED DIETITIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0226	113	REGISTERED DIETITIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,799.00
0227	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0228	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0231	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$480.00	$0.00	$0.00	$0.00	$0.00	$34,523.00
0233	113	REGISTERED DIETITIAN I	12	2	$44,799.00	$44,799.00	$44,799.00	$300.00	$0.00	$0.00	$0.00	$0.00	$45,099.00
0234	113	CUSTODIAN II	3	4	$23,927.00	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,927.00
0235	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0236	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,640.00
0237	113	LICENSED VOCATIONAL NURSE I	9	1	$34,360.00	$34,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0238	114	CUSTODIAN I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0239	113	CLERK I	1	1	$18,564.00	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,564.00
0240	113	ADMINISTRATIVE ASSISTANT III	8	3	$34,043.00	$34,043.00	$34,043.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$35,063.00
0241	113	WIC CERTIFICATION SPECIALIST I	5	1	$25,256.00	$25,256.00	$25,465.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,465.00
0242	113	NUTRITIONIST II	13	1	$46,747.00	$46,747.00	$46,747.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,107.00
~~0243~~	~~113~~	**DELETE THE FOLLOWING:** ~~LACTATION CONSULTANT~~	~~14~~	~~1~~	~~$50,487.00~~	~~$50,487.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0244	113	CLERK IV	7	1	$29,458.00	$29,458.00	$29,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,458.00
		CREATE THE FOLLOWING:											
0245	**113**	**REGISTERED DIETITIAN II**	**14**	**1**	**$50,487.00**	**$50,487.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0246	**113**	**PEER COUNSELOR MANAGER**	**6**	**1**	**$27,276.00**	**$27,276.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$6,398,450.00	$6,496,730.00	$6,215,048.00	$86,880.00	$0.00	$0.00	$0.00	$0.00	$6,301,928.00

Approval of the above highlighted personnel actions.
All personnel actions pending CC approval.

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

PROCLAMATION

Proclaiming August 2012 as "World Breastfeeding Awareness Month" in the County of Hidalgo & the State of Texas

Whereas, the mission of the Texas Department of State Health Services is to improve health and well-being in Texas; and

Whereas, breastmilk is the preferred and most appropriate source of nutrition for infants, changing over time to meet the needs of the growing infant; and

Whereas, breastfeeding protects the mother and the infant from a host of chronic and acute diseases and conditions leading to life-long health benefits; and

Whereas, The Surgeon General's Call to Action to Support Breastfeeding calls on all communities to support mothers in reaching their personal breastfeeding goals; and

Whereas, breastfeeding moms rely on fingertip resources in the online community, which may determine whether or not a mother begins and continues breastfeeding ; and

Whereas, Texas WIC is committed to increasing support in the digital community for women, their families, and their friends, by providing portable resources, such as www. breastmilkcounts.com, www.lechematernacuenta.com, and the Breastmilk Counts app for Android and i Phone markets; and

Whereas, it is our community's responsibility to support breastfeeding moms and their efforts to provide the optimal source of nutrition and comfort for their babies.

Therefore, Commissioners Court does hereby proclaim August 2012, Breastfeeding Awareness Month and urge the appropriate recognition whereof. Help your local community support breastfeeding moms by connecting, sharing, collaborating, and partnering with breastfeeding supporters.

PASSED AND APPROVED BY THE COUNTY OF HIDALGO ON THIS THE 14TH DAY OF AUGUST, 2012, A.D.

ATTEST: **COUNTY OF HIDALGO**

Arturo Guajardo Jr., County Clerk

Ramon Garcia, County Judge

AI-33629 **Right of Way 14. A.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization to purchase a 4.33 acre tract of land out of Lot 78, Block 4, La Homa Ranch Citrus Groves Unit No.1 S/D through a Tax Sale. (Pct. #3 Drainage Equipment Yard)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 22-1200-431-00-123--049-0-719

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

BUDGETARY IMPACT:

Attachments

Tax Sale

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 03:32 PM
Olga Garza	Olga Garza	08/10/2012 04:28 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Rebecca Gomez Started On: 08/08/2012 02:07 PM

Final Approval Date: 08/10/2012

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY MEMO

To: **Mr. Ray Eufracio**
Auditor-County of Hidalgo
Attn: Lupita Garza

From: **Jose N. Pena**
Director
Right of Way Dept.

Date: **August 7, 2012**

Re: **Hidalgo County Pct. # 3—Drainage Equipment Yard**
Acquired thru Tax Sale

Mr. Eufracio,

Attached please find a copy of the Appraisal Report and Tax Sale information for the above-mentioned property acquired at the Tax Sale and approved by Commissioners Court today, August 7, 2012. Please authorize the County Treasurer to issue a manual check to the Law Office of Linebarger, Goggan, Blair, and Sampson, LLP for a total of $31,540.00 no later then 2:30 PM today so we do not loose the property.

I will provide you with the legal documents as soon as the Law Office makes them available to me.

Please have this check processed out of Account # 2-1200-431-00-123-049-0-719

Should you have any questions, please feel free to call.

Thanks,
Joe Pena

Approved _____
Jose N. Pena

Leonel Garza Jr. & Associates LLC

Real Estate Appraisal Services

August 6, 2012

Hidalgo County
2802 S. Business Highway 281
Edinburg, Texas 78539

RE: Tax Foreclosure Property
4.33 Acre Tract of land located along the southern side of FM 681, approximately 0.13 miles west of Inspiration Road, Hidalgo County, Texas

In accordance with your request, we are pleased to present our restricted use appraisal report of the vacant 4.33 acre tract of land located along the southern side of FM 681 just west of Inspiration Road in Hidalgo County, Texas. The property is currently vacant and does not appear to be utilized for an economic use as of the on-site inspection. The scope of the assignment is to value the subject property as of the date of inspection in order to determine the current market value of the subject property as fee simple. This report shall be utilized for the analysis for the purpose of submitting a bid for the purchase of said tract at auction. This cover letter alone does not constitute an appraisal and must be attached to the remaining pages of this report. A restricted use appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification is attached herewith. This appraiser personally made on on-site visit of the subject property on August 6, 2012 without the presence of the owner. Inspection was limited to existing road right of way along FM 618. The following appraisal report does not include any personal property such as equipment, signs, and does not include any benefit for business interest as per scope of the assignment. From the facts provided by the client and those provided during the on-site inspection, the indicated market value of the commercial office unit as of August 6, 2012 is indicated to be $151,550.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
License No. TX-1328375-General

Certification

I certify that, to the best of my knowledge and belief:

the statements of fact contained in this report are true and correct.

the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal inspection of the property that is the subject of this report. Thomas M. Davis, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates, LLC provided significant professional assistance in the preparation of this report. Other assistance included, but was not limited to, a physical inspection and taking photographs, and data collections and analysis.

no one provided significant real property appraisal assistance to the person(s) signing the certification.

the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

the use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

the Office of Leonel Garza Jr. & Associates LLC has performed an appraisal on the subject property within the last (3) three years.

Leonel Garza III
State Certified General Real Estate Appraiser
TX 1328375-General

Assumptions and Limiting Conditions

GENERAL ASSUMPTIONS

This is a restricted use appraisal, which is intended to comply with the reporting requirements set forth under Standard Rule 1 and 2-2 (c) of the Uniform Standards of Professional Appraisal Practice. This report does not include a full discussion of data, reasoning, and analysis of which was utilized to develop an opinion of value. All supporting information and documentation, analysis is retained in the appraisers working file. The information set forth in this restricted use report was designed specifically for the intended user and specific needs of the client, Hidalgo County.

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

GENERAL LIMITING CONDITIONS

Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization.

The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms. (if applicable).

ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property on 8/6/2012, and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraisers observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza Jr. & Associates LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment.

Summary of Important Facts and Conclusions

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 4.33 acre vacant tract of land located along the southern side of FM 681. According to the survey provided by CVQ Land Surveyors LLC, dated July 13, 2009 and revised on December 3, 2010, a portion of said property will be purchased by the State of Texas of which the acquisition is on-going. As per date of this report the acquisition has not been completed as the determination of ownership and back taxes have hindered the acquisition of said parcel by the State. The proposed part to be acquired is approximately 0.168 acres (7,329 square feet) along the frontage of FM 681 of which this appraiser has been hired by L&G Engineering in conjunction with the State of Texas and the County of Hidalgo to appraise for acquisition purposes. The acquisition assignment is for only the area to be acquired and is valued based on the market trends in the area as commercial along the frontage. However, this scope of assignment is to evaluate the subject as a whole of which is currently 4.33 acres of land. This property shall have a future highest and best use of commercial retail, as the expansion of FM 681 to a five (5) lane roadway commences in late 2012. As per scope the land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach "as vacant". Site improvements include ranch style fencing, a metal gate and concrete have limited contributory value. It was indicated that the concrete drive belongs to the neighboring property owner as per the subject property owner. This valuation shall be utilized for the proposed acquisition of said property in the name of the County of Hidalgo as a whole.

Type of Appraisal	Restricted Use Appraisal Report
Property Rights Appraised	Fee Simple Estate
Type of Property	Vacant Land
Date of On-Site Visit	August 6, 2012
Date of Value Estimate	August 6, 2012
Owner of Record	WEMO Incorporated
Physical Location	Farm To Market (South-Side), Approximately 0.13 Miles west of Inspiration Road, Hidalgo County, Texas.
Existing Property Use	Vacant Land (Non-Agricultural Use)
Legal Description	The East 4.33 acres out of Lot 78, Block 4, La Homa Ranch Citrus Groves Unit 1, recorded in Volume 7, Page 59, H.C.M.R. Hidalgo County, Texas
Gross Land Area	± 4.33 Acres (Subject To Survey)
Site Improvements	None Indicated
Highest & Best Use	Future Commercial Development
City Zoning Ordinance	Not Applicable
Flood Zone Designation	Zone X (Shaded)
Utilities Available	Water / Electricity / Phone / Cable
Easements / Encroachments	None Indicated / Subject To Survey
Estimated Marketing & Exposure Time Period	Twelve (12) Months to Eighteen (18) Months
Appraisal District Assessed Value	$58,347

Sales History_____ During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Hazel Richardson to WEMO, Inc. on February 17, 1996 and recorded under Warranty Deed 2836 for an undisclosed consideration.

DEFINITION OF MARKET VALUE

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

Buyer and Seller are typically motivated

Both parties are well informed or well advised, and each-acting in what they consider their own best interest.

A reasonable time is allowed for exposure in the open market.

Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.

PURPOSE OF THE APPRAISAL

This appraisal is prepared for the purpose of estimating the market value of the fee simple estate of the subject property, as defined in within this report, as of August 6, 2012. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements.

CLIENT & INTENDED USE

The client for this report is identified as the County of Hidalgo, Texas under the direction of Joe Pena, of the Hidalgo County Right of Way Department. The intended use of the report is to assist Mr. Pena in the determination of a maximum bid for the auction of the subject property as per tax sale on August 7, 2012

SCOPE OF ASSIGNMENT

By phone conversation with Joe Pena on July 15, 2012 on behalf of the County of Hidalgo, requested for Leonel Garza Jr. & Associates LLC to prepare a Restricted Use Appraisal Report report of the fee simple estate of the subject property. The subject neighborhood was also inspected as to observe any external obsolesce or economic factors, which may be pertinent to the subject property's valuation. Market sales within the market area and comparable market areas were identified and analyzed for comparability and for reliability in determining the estimated market value of the subject property. The appraisal report shall indicate the "as existing market value" of the subject property as per on-site visit on Monday, August 06, 2012.

PROPERTY RIGHTS APPRAISED

This appraisal requires a review of the rights to title that may be legally owned. The property rights appraised in this report are of the Fee Simple Estate.

PERSONAL PROPERTY

No personal property was included nor indicated as per scope of the assignment.

Market Area Map



Subject Property Aerial

SUBJECT TO SURVEY



HIGHEST AND BEST USE ANALYSIS

The subject property meets the test of highest and best use "as vacant and as improved" shall be for commercial development. The four criteria of the highest and best use which must met are: physically possible, legally permissible, financially feasible and maximally profitable. "Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements." Definitions are from The Dictionary of Real Estate Appraisal. 5th Edition Chicago: Appraisal Institute, 2010. Based on the overall location and condition of the structure, the existing use meets each of the tests of highest and best use for a commercial retail type development. This is confirmed with the on-going expansion project of FM 681 by the Texas Department of Transportation in slated to begin construction in Late 2012.

Comparable Land Sales

The following land sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area, however, if all information cannot be verified as per date of the report they may only be mentioned but not heavily weighted in the overall analysis of the subject property. Due to the level of sales occurring in recent years, comparable listings may be added to the list of comparable sales in order for the reader to understand what other properties are current asking for their properties in the immediate market area. These listing are for demonstrative purposes only and are not utilized in the direct weighted analysis of the subject property.



AI-33671 **Right of Way 14. B.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization for County Judge to sign Closing Documents for FM 681 & FM 2221 Project, Parcels 12 and 13.

BACKGROUND

Attachments

Parcels 12 & 13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 10:26 AM
Olga Garza	Olga Garza	08/10/2012 04:02 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Rebecca Gomez Started On: 08/10/2012 10:02 AM

Final Approval Date: 08/10/2012

AGREEMENT REGARDIN
AD VALOREM TAXES

GF# 3140421

SELLER: HIDALGO COUNTY, TEXAS

BUYER: STATE OF TEXAS

LEGAL:

A tract of land containing 0.182 acre (7,910 square feet), situated in Hidalgo County, Texas and also being a part or portion of Lot 80, Block 2, **LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.182 acre (7,910 square feet) also being a part or portion of a 1.000 Acre tract of land deeded to Cam Vacuum Oilfield Service, LLC, recorded in Document No. 11899593, H.C.D.R., by Eli and Hortencia Camargo on January 3, 2008, and said 0.182 acre (7,910) square feet) also being more particularly described as follows; **SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 12.**

Buyer and Seller hereby agree that there will not be a proration of the Real Estate Taxes at closing for the year 2012.

Buyer and Seller agree to hold harmless Sierra Title of hidalgo County, Inc., from any losses either party may incur due to the non-proration of the taxes.

Agreed to this _____ day of _____, 2012

HIDALGO COUNTY, TEXAS

_____

BY: RAMON GARCIA
COUNTY JUDGE

_____

STATE OF TEXAS

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED
Parcel 12

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ:0862-01-046

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, ***Hidalgo County, Texas*** of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of ***One hundred seventy-three thousand, four hundred sixty dollars and no cents,*** (***$173,460.00***) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following improvements located on the remaining property out of which the above-described premises were originally a portion, to wit: **(1) Office Bldg., (2) Carport.**

Grantors understand and agree that it will be necessary for the State to enter upon their remaining property out of which the above described property was conveyed for the purposes of removing that portion of the above described improvements which is located on such Grantors' remaining property. Grantors hereby authorize the State, its agents or assigns, to enter upon such remaining property for the purpose of removing said improvements and expressly waive all damages or claims that may result of such entry and removal of said improvements.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires thatrights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of_____, 2012.

FOR: Hidalgo County, Texas

_____ _____

Hon. Ramon Garcia, Hidalgo County Judge

_____ _____

Acknowledgement

State of Texas
County of

This instrument was acknowledged before me on _____

by_____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____by

_____, _____

of _____,

a _____corporation, on behalf of said corporation.

_____
Notary Public's Signature

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 12
Property Description

A tract of land containing 0.182 acre (7,910 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 80, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.182 acre (7,910 square feet) also being a part or portion of a 1.000 Acre tract of land deeded to Cam Vacuum Oilfield Service LLC., recorded in Document No. 1899593, H.C.D.R., by Eli & Hortencia Camargo on January 03, 2008, and said 0.182 acre (7,910 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said 1.0 Acre Tract;

THENCE S 08° 56' 45" W (S 08° 50' W), along the East line of said 1.0 Acre Tract, a distance of 274.65 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034816.79 and Y=16642796.21. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

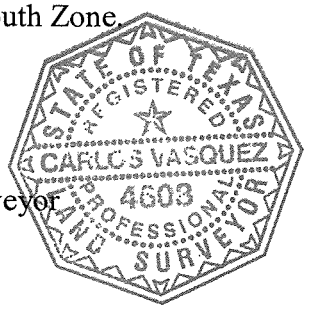
1. **THENCE** S 08° 56' 45" W (S 08° 50' W), continuing along the East line of said 1.0 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said FM 2221, for the southeast corner of this tract;

2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 113.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said 1.0 Acre Tract, for the southwest corner of this tract;

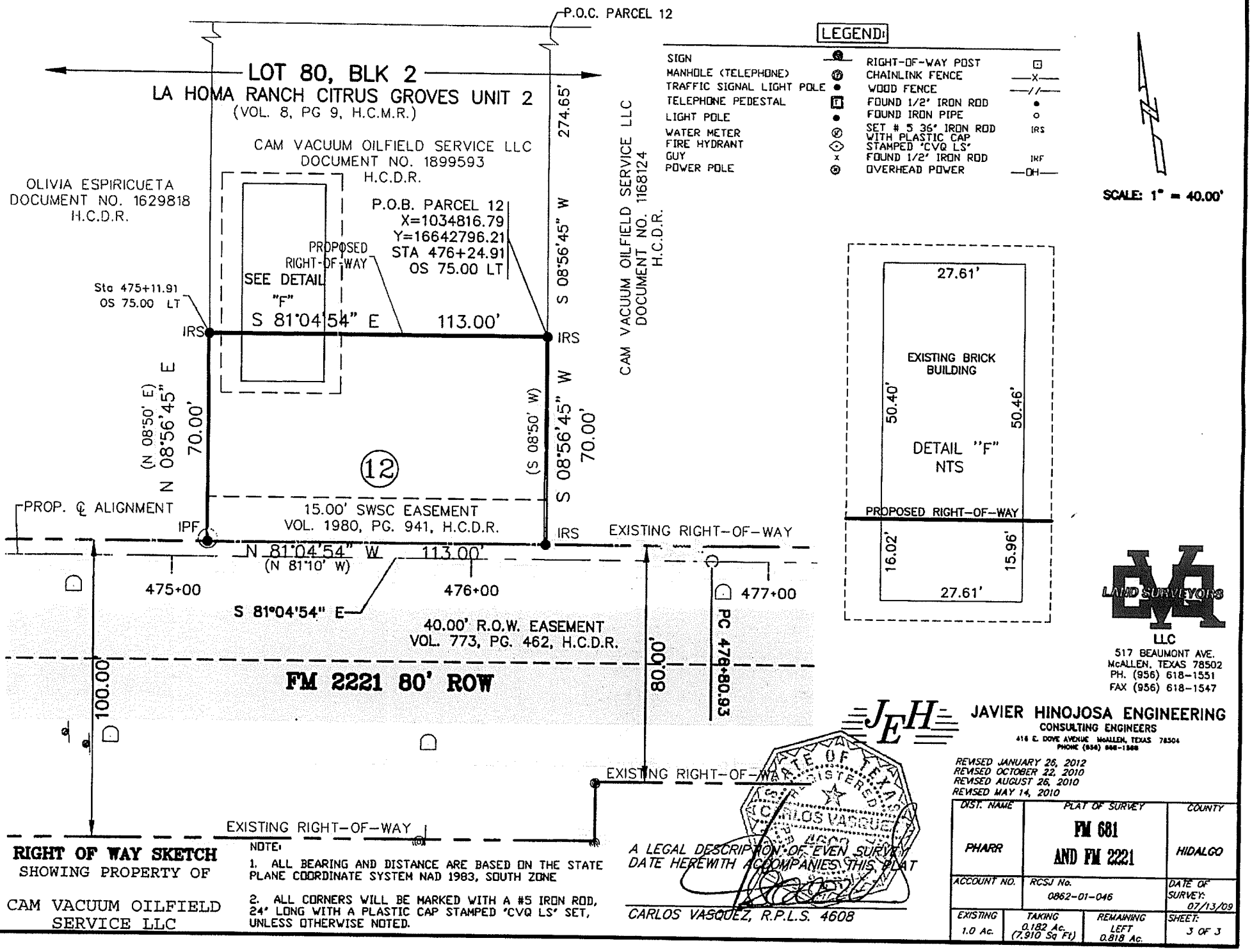
3. **THENCE** N 08° 56' 45" E (N 08° 50' E), along the West line of said 1.0 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of said FM 2221, for the northwest corner of this tract;

4. **THENCE** S 81° 04' 54" E, along the proposed North right-of-way line of said FM 2221, a distance of 113.00 feet to the **POINT OF BEGINNING,** containing 0.182 acre (7,910 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.



Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

CAM VACUUM OILFIELD SERVICE LLC

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE
2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
SURVEYOR

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 686-1588

REVISED JANUARY 26, 2012
REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0862-01-046	DATE OF SURVEY: 07/13/09
EXISTING 1.0 Ac.	TAKING 0.182 Ac. (7,910 Sq Ft)	REMAINING LEFT 0.818 Ac.
		SHEET: 3 OF 3

AGREEMENT REGARDIN
AD VALOREM TAXES

GF# 3140422

SELLER: HIDALGO COUNTY, TEXAS

BUYER: STATE OF TEXAS

LEGAL:

A tract of land containing 0.182 acre (7,906 square feet), situated in Hidalgo County, Texas and also being a part or portion of Lot 80, Block 2, **LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.182 acre (7,906 square feet) also being a part or portion of a 1.000 Acre tract of land deeded to Cam Vacuum Oilfield Service, LLC recorded in Document No. 1168124, H.C.D.R., by Hortencia Camargo on February 14, 2003, and said 0.182 acre (7,906) square feet) also being more particularly described as follows; SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 13.

Buyer and Seller hereby agree that there will not be a proration of the Real Estate Taxes at closing for the year 2012.

Buyer and Seller agree to hold harmless Sierra Title of hidalgo County, Inc., from any losses either party may incur due to the non-proration of the taxes.

Agreed to this _____ day of _____, 2012

HIDALGO COUNTY, TEXAS

_____

BY: RAMON GARCIA
COUNTY JUDGE

_____

STATE OF TEXAS

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED
Parcel 13

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ROW CSJ:0862-01-046

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlledfacilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, ***Hidalgo County, Texas*** of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of ***One hundred twenty-two thousand, five hundred ninety-three dollars and no cents,*** (***$122,593.00***) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit:
None.

Grantors covenant and agree to remove the above-described improvements from said land by the **N/A** day of **N/A, N/A**, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires thatrights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of_____, 2012.

For: Hidalgo County, Texas

_____ _____

Hon. Ramon Garcia, Hidalgo County Judge

_____ _____

Acknowledgement

State of Texas
County of

This instrument was acknowledged before me on _____

by_____.

_____
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____by

_____, _____

of _____,

a _____corporation, on behalf of said corporation.

_____
Notary Public's Signature

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 22, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 13
Property Description

A tract of land containing 0.182 acre (7,906 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 80, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.182 acre (7,906 square feet) also being a part or portion of a 1.000 Acre tract of land deeded to Cam Vacuum Oilfield Service LLC., recorded in Document No. 1168124, H.C.D.R., by Hortencia Camargo on February 14, 2003, and said 0.182 acre (7,906 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said 1.0 Acre Tract;

THENCE S 08° 56' 45" W (S 08° 50' W), along the East line of said 1.0 Acre Tract, a distance of 274.85 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034928.39 and Y=16642778.49. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 56' 45" W (S 08° 50' W), continuing along the East line of said 1.0 Acre Tract, a distance of 69.80 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said FM 2221, for the southeast corner of this tract;

2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 113.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said 1.0 Acre Tract, for the southwest corner of this tract;

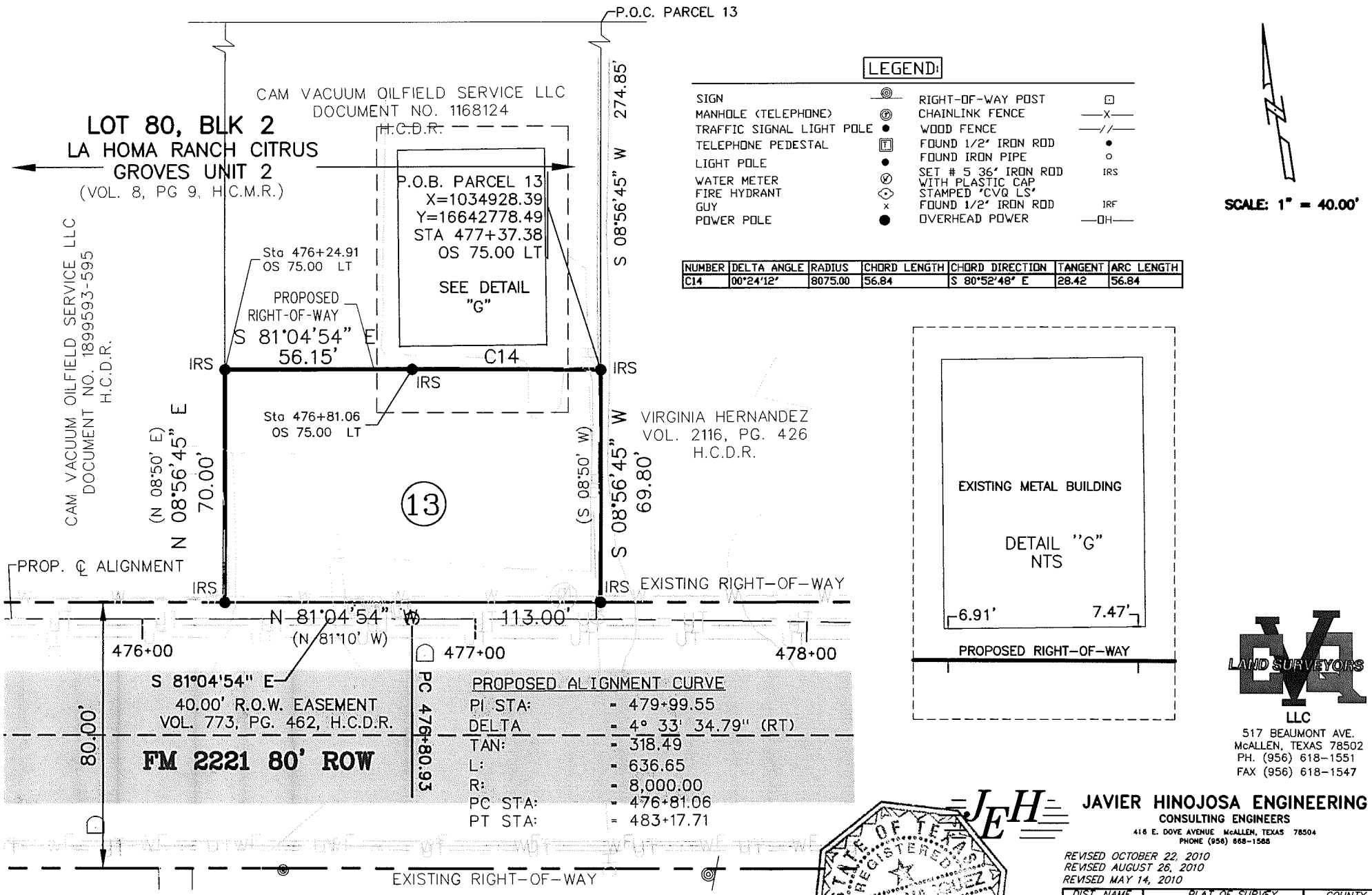
3. **THENCE** N 08° 56' 45" E (N 08° 50' E), along the West line of said 1.0 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of said FM 2221, for the northwest corner of this tract;

4. **THENCE** S 81° 04' 54" E, along the proposed North right-of-way line of said FM 2221, a distance of 56.15 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

5. **THENCE** along the proposed North right-of-way line of said FM 2221 and said curve to the left with a radius of 8075.00 feet, an interior angle of 00° 24' 12", an arc length of 56.84 feet, a tangent of 28.42 feet and a chord that bears S 80° 52' 48" E, a distance of 56.84 feet to the **POINT OF BEGINNING,** containing 0.182 acre (7,906 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



NUMBER	DELTA ANGLE	RADIUS	CHORD LENGTH	CHORD DIRECTION	TANGENT	ARC LENGTH
C14	00°24'12"	8075.00	56.84	S 80°52'48" E	28.42	56.84

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

CAM VACUUM OILFIELD SERVICE LLC

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE

2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0862-01-046	DATE OF SURVEY: 07/13/09
EXISTING 1.0 Ac.	TAKING 0.182 Ac. (7,906 Sq Ft)	REMAINING LEFT 0.818 Ac.
		SHEET: 3 OF 3

ADDENDUM

G.F. No. 3140422 DATE: August 4, 2012

FM 2221 ROAD , MISSION, Texas 78572

Line 303 Amount: Line 603 Amount:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

HIDALGO COUNTY, TEXAS

By: Ramon Garcia, County Judge

STATE OF TEXAS

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

DATE:

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: GF# 3140422

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises you that this property may be subject to the Subdivision Regulations of the County of Hidalgo or the nearest City.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

_____ _____

STATE OF TEXAS

AI-33670 **Right of Way 14. C.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization for County Judge to Execute Deed Acceptance from Hidalgo County Irrigation District #1 for the 10th Street Road Project (Parcel#'s 22,18A,14,12, & 11).

BACKGROUND

Attachments

Deed Acceptance- 10th St Project

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 08:48 AM
Olga Garza	Olga Garza	08/10/2012 02:46 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Rebecca Gomez Started On: 08/10/2012 08:09 AM

Final Approval Date: 08/10/2012

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: July ____, 2012

Grantor: Hidalgo County Irrigation District No. One, a Texas political subdivision

Grantor's Mailing Address:

P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Grantee: County of Hidalgo

Grantee's Mailing Address:

Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged

Property (including any improvements):

That certain tract of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of an irrigation water conduit

(surface and/or underground) and related appurtenances over, under and across the Property. Such easement shall be twenty five (25) feet in width centered over Grantee's irrigation water conduit (surface and/or underground).

WHEREAS, pursuant to §49.226, Texas Water Code, Grantor has declared the Property as surplus; and

WHEREAS, on the ___ day of _____, 20__, the Board of Directors of Grantor, at a duly called and noticed meeting, passed a Resolution confirming and ratifying the sale of the Property, and ordered and directed its President to execute and deliver a conveyance of the Property to Grantee.

NOW, THEREFORE, Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All covenants and/or warranties that might arise by contract, statute or common law (including but not limited to the covenant of seisin) as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Grantee, by its acceptance hereof, agrees that in the event that Grantee's extension of Tenth Street from FM107 to Monte Cristo Road (FM1925) through those tracts or parcels of land described on Exhibit A which is attached hereto requires the relocation of any of Grantee's existing irrigation water conduits (surface and/or underground) or other facilities, that Grantee shall, at Grantee's expense, and subject to Grantee's approval of the plans and right to supervision, relocate such irrigation water conduit (surface and/or underground) or other facilities. In the event Grantee's irrigation water conduit (surface and/or underground) or other facilities are relocated, the easement herein retained shall be automatically be relocated, centered over the relocated conduit or other facility.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

GRANTEE:

COUNTY OF HIDALGO

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on 8-2-, 2012 by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012 by _____, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

COUNTY: HIDALGO

HIGHWAY: 10TH STREET

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

GRANTOR: HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

FIELD NOTES FOR PARCEL - 22

Being a 0.14 (6,000 square feet) of an acre tract of land, more or less, out of a 1.82-acre tract of land out of Lot 3, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 1.82-acre tract of land is vested to Hidalgo County Irrigation District No. 1 by virtue of Quitclaim Deed dated January 22, 1959, as recorded in Volume 935, Page 309, Deed Records, Hidalgo County, Texas and by virtue of a Quitclaim Deed of the same date, as recorded in Volume 935, Page 311, Deed Records, Hidalgo County, Texas. Said 0.14 (6,000 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of Lot 3, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, **THENCE,** S 09° 05' 00" W, a distance of 1,260.00 feet to the Northeast corner and the **POINT OF BEGINNING** of said tract herein described; with grid coordinates of X=1,080,224.17 and Y=16,644,015.44. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 09° 05' 00" W, along the East line of Lot 3, for a distance of 60.00 feet, to a point for the Southeast corner of said tract herein described;

THENCE, N 80° 55' 00" W, parallel to the North line of Lot 3, for a distance of 100.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street and the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, parallel to the East line of Lot 3, for a distance of 60.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street and the Northwest corner of said tract herein described;

THENCE, S 80° 55' 00" E, parallel to the North line of Lot 3, for a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.14 (6,000 square feet) of an acre

EXHIBIT "A" 1 of 3

of land, of which 0.03 of an acre lies in the existing 10th Street Road Right-of-Way and leaving a **PROPOSED NET TAKING** of 0.11 of an acre of land, more or less.

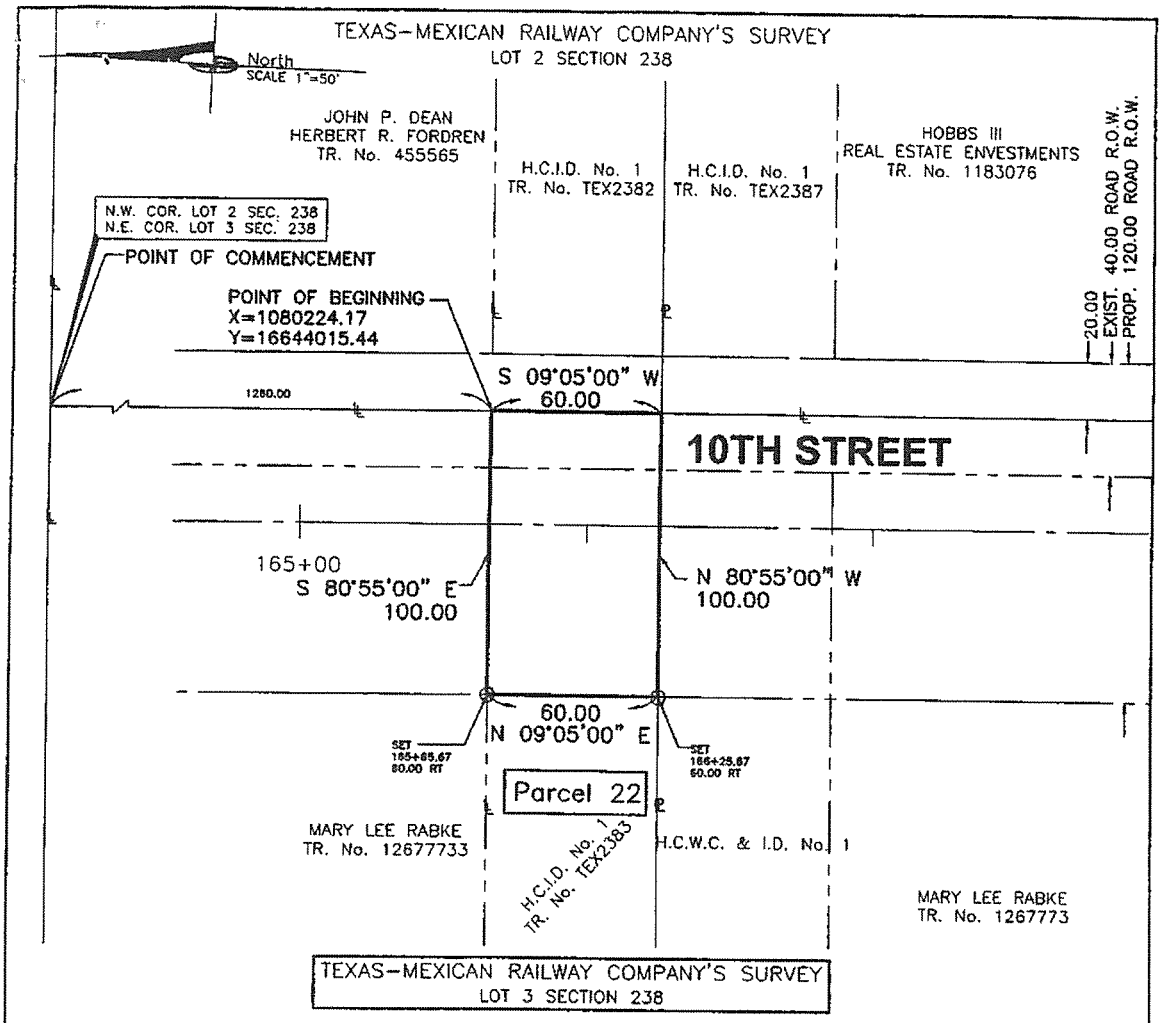
A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

Mark W. Lupher – R.P.L.S. # 4637

Date: 12.28.05

EXHIBIT
4A11
2 of 3
tabbies



SURVEY PLAT OF
PARCEL 22
BEING A 0.14-ACRE TRACT OF LAND
OUT OF LOT 3, SECTION 238,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
HIDALGO COUNTY, TEXAS,
VOL. 1, PG. 12, H.C.M.R.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

Parcel 22

Total Acreage: 1.82 ac.
To be Acquired: 0.14 ac.
Exist. Road R.O.W.: 0.03 ac.
Proposed Net Taking: 0.11 ac.
Remainder Left: 1.68 ac.
Document:

OWNER: Hidalgo County Irrigation District No. One by virtue of a Quitclaim Deed from Hidalgo County Water Control and Improvement District No. 1, to Rio Grande Industries, Inc., dated January 22, 1959, as recorded in Volume 935, Page 309, Deed Records, Hidalgo County, Texas and by virtue of Quitclaim Deed of the same date from from Hidalgo County Water Control and Improvement District No. 1, to Fred D. Boettger and wife Louise Boettger, of the same date, as recorded in Volume 935, Page 311, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 0.14 acre tract of land, more or less, out of Lot 3, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER RPLS #4637

DATE: 12.28.05

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 Mission, Texas 78572
(956) 424-7898

tabbies

EXHIBIT
"A"
3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: July ____, 2012

Grantor: Hidalgo County Irrigation District No. One, a Texas political subdivision

Grantor's Mailing Address:

P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Grantee: County of Hidalgo

Grantee's Mailing Address:

Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged

Property (including any improvements):

That certain tract of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of an irrigation water conduit

(surface and/or underground) and related appurtenances over, under and across the Property. Such easement shall be twenty five (25) feet in width centered over Grantee's irrigation water conduit (surface and/or underground).

WHEREAS, pursuant to §49.226, Texas Water Code, Grantor has declared the Property as surplus; and

WHEREAS, on the ___ day of _____, 20__, the Board of Directors of Grantor, at a duly called and noticed meeting, passed a Resolution confirming and ratifying the sale of the Property, and ordered and directed its President to execute and deliver a conveyance of the Property to Grantee.

NOW, THEREFORE, Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All covenants and/or warranties that might arise by contract, statute or common law (including but not limited to the covenant of seisin) as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Grantee, by its acceptance hereof, agrees that in the event that Grantee's extension of Tenth Street from FM107 to Monte Cristo Road (FM1925) through those tracts or parcels of land described on Exhibit A which is attached hereto requires the relocation of any of Grantee's existing irrigation water conduits (surface and/or underground) or other facilities, that Grantee shall, at Grantee's expense, and subject to Grantee's approval of the plans and right to supervision, relocate such irrigation water conduit (surface and/or underground) or other facilities. In the event Grantee's irrigation water conduit (surface and/or underground) or other facilities are relocated, the easement herein retained shall be automatically be relocated, centered over the relocated conduit or other facility.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

GRANTEE:

COUNTY OF HIDALGO

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on 8-2-, 2012 by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

ESTELLA GARZA
Public, State of Texas
Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012 by _____, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

COUNTY: HIDALGO

HIGHWAY: 10TH STREET

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

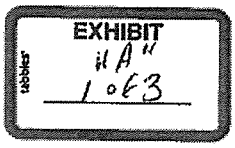
GRANTOR: HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

FIELD NOTES FOR PARCEL – 18A

Being a 3.02 (131,695 square feet) acre tract of land, more or less, out of a 3.02-acre tract of land out of Lot 14, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 3.02-acre tract of land is vested to Hidalgo County Irrigation District No. 1 by Chain of Title as follows to-wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1-43 inclusive, American National Insurance Company et al -vs- Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated July 2, 1919 , as recorded in Volume 91, Page 57, Deed Records, Hidalgo County, Texas and by Quitclaim Deed dated October 24, 1919 , as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas. Said 3.02 (131,695 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of Lot 14, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, and **POINT OF BEGINNING,** with grid coordinates of X= 1,079,804.62 and Y= 16,641,348.24. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 09° 05' 00" W, along the East line of Lot 14, for a distance of 1,317.00 feet to a point on the South line of Lot 14, for the Southeast corner of said tract herein described;



THENCE, N 80° 51' 37" W, along the South line of Lot 14, for a distance of 100.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the South line of Lot 14, and the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 1,316.90 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way of said 10th Street and the Northwest corner of said tract herein described;

THENCE, S 80° 55' 00" E, along the North line of Lot 14, for a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 3.02 (131,695 square feet) acres of land, of which 0.64 of an acre lies in the existing 10th Street Road Right-of-Way, and leaving a **PROPOSED NET TAKING** of 2.38 acres of land, more or less.

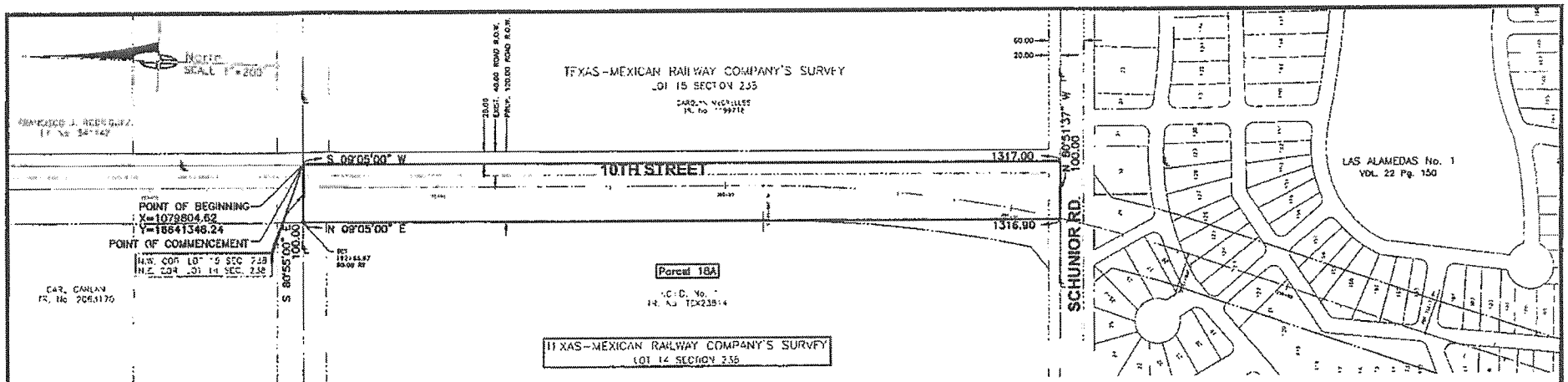
A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
LAND SURVEYOR

Mark W. Lupher – R.P.L.S. # 4637

Date: 8.10.10

EXHIBIT
"A"
2 of 3



Parcel 18A

EXHIBIT "A"
32433

SURVEY PLAT OF PARCEL 18A BEING A 3.02-ACRE TRACT OF LAND OUT OF LOT 14, SECTION 238, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, VOL. 1, PG. 12, H.C.M.R.

Total Acreage: 3.02 ac.
o be Acquired: 3.02 ac.
Exist. Road R.O.W.: 0.64 ac.
Proposed Net Taking: 2.38 ac.
Remainder Left: 0.00 ac.
Document

OWNER: Hidalgo County Irrigation District No. One by Chain of Title as follows to-wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "D", Pages 1-43 inclusive, American National Insurance Company et al -vs- Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919, as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 549, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1985, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 3.02 acre tract of land, more or less, out of Lot 14, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
LAND SURVEYOR

MARK W. LUPHER, R.P.L.S. #4637

DATE 8.10.10

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TFDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 @ Mission, Texas 78572
(956) 424-3098

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: July ____, 2012

Grantor: Hidalgo County Irrigation District No. One, a Texas political subdivision

Grantor's Mailing Address:

P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Grantee: County of Hidalgo

Grantee's Mailing Address:

Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged

Property (including any improvements):

That certain tract of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of an irrigation water conduit

(surface and/or underground) and related appurtenances over, under and across the Property. Such easement shall be twenty five (25) feet in width centered over Grantee's irrigation water conduit (surface and/or underground).

WHEREAS, pursuant to §49.226, Texas Water Code, Grantor has declared the Property as surplus; and

WHEREAS, on the ___ day of _____, 20__, the Board of Directors of Grantor, at a duly called and noticed meeting, passed a Resolution confirming and ratifying the sale of the Property, and ordered and directed its President to execute and deliver a conveyance of the Property to Grantee.

NOW, THEREFORE, Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All covenants and/or warranties that might arise by contract, statute or common law (including but not limited to the covenant of seisin) as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Grantee, by its acceptance hereof, agrees that in the event that Grantee's extension of Tenth Street from FM107 to Monte Cristo Road (FM1925) through those tracts or parcels of land described on Exhibit A which is attached hereto requires the relocation of any of Grantee's existing irrigation water conduits (surface and/or underground) or other facilities, that Grantee shall, at Grantee's expense, and subject to Grantee's approval of the plans and right to supervision, relocate such irrigation water conduit (surface and/or underground) or other facilities. In the event Grantee's irrigation water conduit (surface and/or underground) or other facilities are relocated, the easement herein retained shall be automatically be relocated, centered over the relocated conduit or other facility.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: Robert L Bell Jr
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

GRANTEE:

COUNTY OF HIDALGO

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on Aug 2, 2012 by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

Notary Public, State of Texas

STATE OF TEXAS §

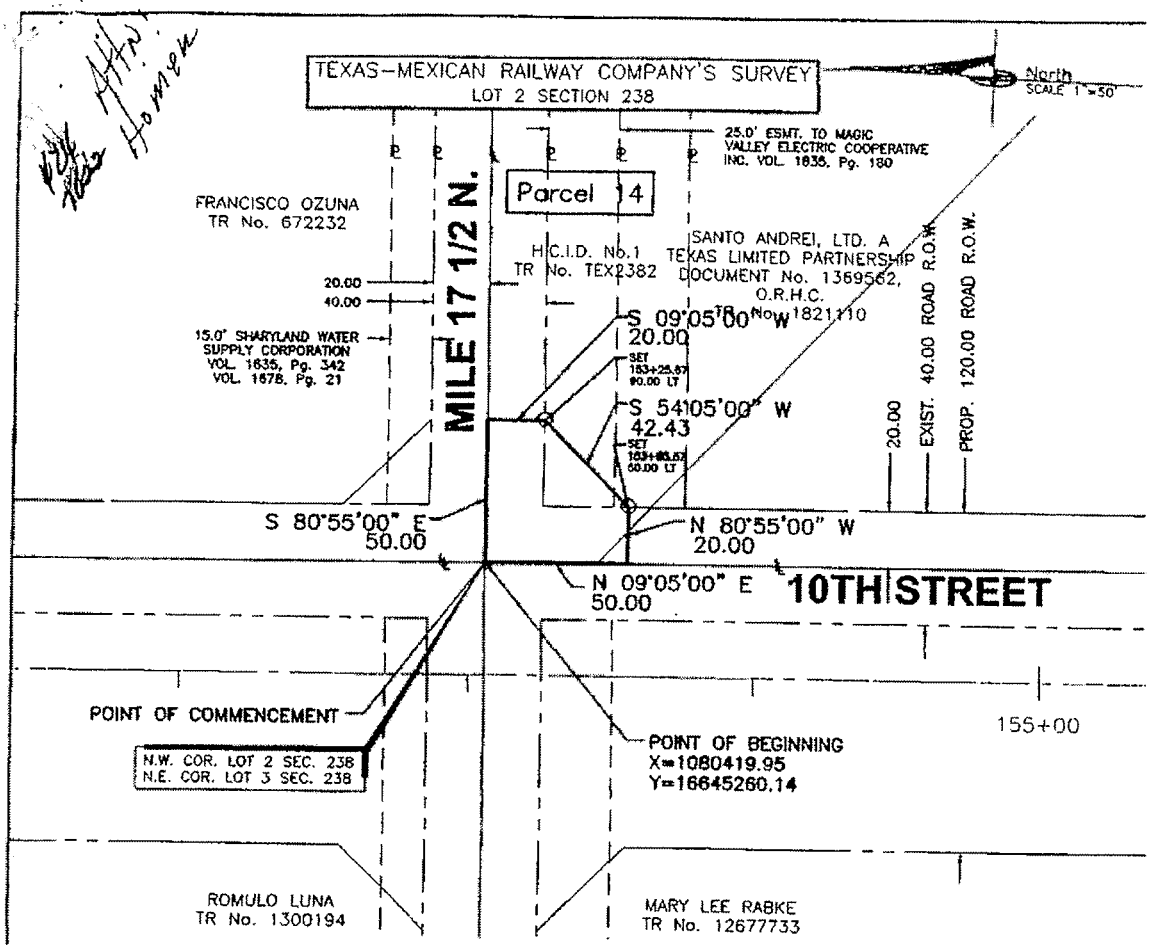
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012 by _____, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539



SURVEY PLAT OF PARCEL 14 BEING A 0.05–ACRE TRACT OF LAND OUT OF LOT 2, SECTION 238, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, VOL. 1, PG. 12, H.C.M.R.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

Parcel 14

Total Acreage: 2.12 ac.
To be Acquired: 0.05 ac.
Exist. Road R.O.W.: 0.04 ac.
Easement Exist. MVEC: 0.01 ac.
Proposed Net Taking: 0.00 ac.
Remainder Left: 2.07 ac.
Document:

OWNER: Hidalgo County Irrigation District No. 1 by Chain of Title as follows to–wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1–43 inclusive, American National Insurance Company et al –vs– Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919, as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 0.05 acre tract of land, more or less, out of Lot 2, Section 238, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

MARK W. LUTHER RPLS #4637

DATE: 12-28-05

TEDSI INFRASTRUCTURE GROUP

EXHIBIT "A" 1 of 3

COUNTY: HIDALGO

HIGHWAY: 10TH STREET

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

GRANTOR: HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

FIELD NOTES FOR PARCEL - 14

Being a 0.05 (2,050 square feet) of an acre tract of land, more or less, out of a 2.12-acre tract of land out of Lot 2, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 2.12-acre tract of land is vested to Hidalgo County Irrigation District No. 1 by Chain of Title as follows to-wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1-43 inclusive, American National Insurance Company et al -vs- Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919, as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas. Said 0.05 (2,050 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of Lot 2, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, and **POINT OF BEGINNING**, with grid coordinates of X= 1,080,419.95 and Y= 16,645,260.14. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 80° 55' 00" E, along the North line of Lot 2, for a distance of 50.00 feet to a point for the Northeast corner of said tract herein described;



THENCE, S 09° 05' 00" W, parallel to the West line of Lot 2, for a distance of 20.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southernmost Northeast corner of said tract herein described;

THENCE, S 54°05'00" W, for a distance of 42.43 feet, to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southeast corner of said tract herein described;

THENCE, N 80° 55' 00" W, for a distance of 20.00 feet to a point on the West line of Lot 2, for the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, along the West line of Lot 2, for a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 0.05 (2,050 square feet) of an acre of land, of which 0.04 of an acre lies in the existing 10th Street Road Right-of-Way and 0.01 of an acre lies in the existing Magic Valley Electric Cooperative easement leaving a **PROPOSED NET TAKING** of 0.00 of an acre of land, more or less.

A plat of same date accompanies this Field Note Description.

Mark W. Lupher – R.P.L.S. # 4637

Date: 12.28.05

EXHIBIT "A" 3of3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: July ____, 2012

Grantor: Hidalgo County Irrigation District No. One, a Texas political subdivision

Grantor's Mailing Address:

P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Grantee: County of Hidalgo

Grantee's Mailing Address:

Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged

Property (including any improvements):

That certain tract of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of an irrigation water conduit

(surface and/or underground) and related appurtenances over, under and across the Property. Such easement shall be twenty five (25) feet in width centered over Grantee's irrigation water conduit (surface and/or underground).

WHEREAS, pursuant to §49.226, Texas Water Code, Grantor has declared the Property as surplus; and

WHEREAS, on the ___ day of _____, 20__, the Board of Directors of Grantor, at a duly called and noticed meeting, passed a Resolution confirming and ratifying the sale of the Property, and ordered and directed its President to execute and deliver a conveyance of the Property to Grantee.

NOW, THEREFORE, Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All covenants and/or warranties that might arise by contract, statute or common law (including but not limited to the covenant of seisin) as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Grantee, by its acceptance hereof, agrees that in the event that Grantee's extension of Tenth Street from FM107 to Monte Cristo Road (FM1925) through those tracts or parcels of land described on Exhibit A which is attached hereto requires the relocation of any of Grantee's existing irrigation water conduits (surface and/or underground) or other facilities, that Grantee shall, at Grantee's expense, and subject to Grantee's approval of the plans and right to supervision, relocate such irrigation water conduit (surface and/or underground) or other facilities. In the event Grantee's irrigation water conduit (surface and/or underground) or other facilities are relocated, the easement herein retained shall be automatically be relocated, centered over the relocated conduit or other facility.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

GRANTEE:

COUNTY OF HIDALGO

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2012 by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

ESTELLA GARZA
Notary Public, State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012 by _____, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

COUNTY: HIDALGO

HIGHWAY: 10TH STREET

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

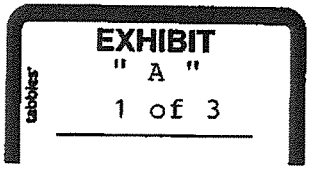
GRANTOR: HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

FIELD NOTES FOR PARCEL - 12

Being a 0.04 (1,875 square feet) of an acre tract of land, more or less, out of a 1.89-acre tract of land out of Lot 15, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 1.89-acre tract of land is vested to Hidalgo County Irrigation District No. 1 by Chain of Title as follows to-wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1-43 inclusive, American National Insurance Company et al -vs- Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919 , as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas. Said 0.04 (1,875 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of Lot 15, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, and **POINT OF BEGINNING**, with grid coordinates of X= 1,080,625.06 and Y= 16,646,564.10. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 80° 55' 00" E, along the North line of Lot 15, for a distance of 30.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way of said 10th Street and the Northeast corner of said tract herein described;



THENCE, S 09° 05' 00" W, parallel to the West line of Lot 15, for a distance of 62.50 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way of said 10th Street and the Southeast corner of said tract herein described;

THENCE, N 80° 55' 00" W, for a distance of 30.00 feet, to a point on the West line of Lot 15, for the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, along the West line of Lot 15, for a distance of 62.50 feet to the **POINT OF BEGINNING** and containing 0.04 (1,875 square feet) of an acre of land, of which 0.03 of an acre lies in the existing 10th Street Road Right-of-Way and leaving a **PROPOSED NET TAKING** of 0.01 of an acre of land, more or less.

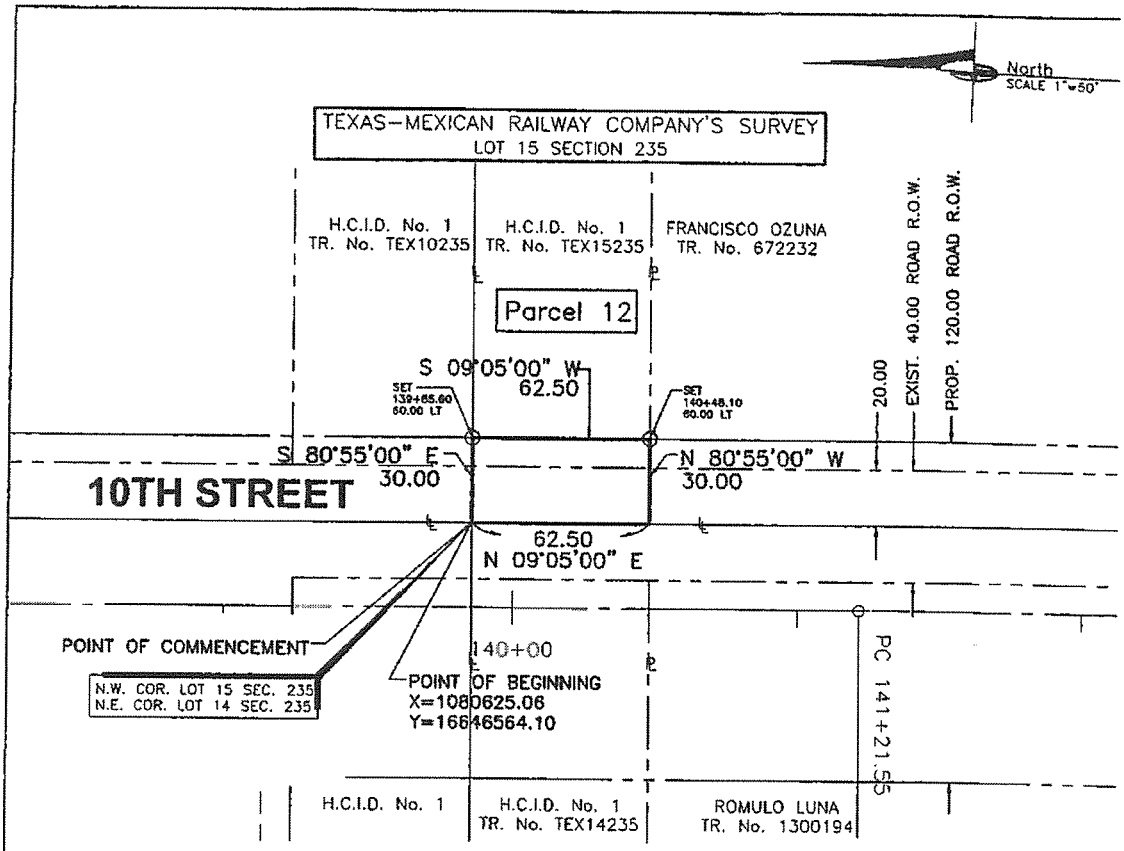
A plat of same date accompanies this Field Note Description

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

Mark W. Lupher – R.P.L.S. #4637

Date: 12.28.05

EXHIBIT
" A "
2 of 3



SURVEY PLAT OF PARCEL 12 BEING A 0.04–ACRE TRACT OF LAND OUT OF LOT 15, SECTION 235, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, VOL. 1, PG. 12, H.C.M.R.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and th the only improvements are as shown, an that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown herec

This survey substantially conforms to the Minimum Standards of Practice as appro by the Texas Board of Professional Land Surveyors.

Parcel 12

Total Acreage: 1.89 ac.
To Be Acquired: 0.04 ac.
Exist. Road R.O.W.: 0.03 ac.
Proposed Net Taking: 0.01 ac.
Remainder Left: 1.85 ac.
Document:

OWNER: Hidalgo County Irrigation District No. 1 by Chain of Title as follows to–wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1–43 inclusive, American National Insurance Company et al –vs– Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919 , as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 0.04 acre tract of land, more or less, out of Lot 15, Section 235, Texas–Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER RPLS #463

DATE: 12.28.05

EXHIBIT "A" 3 of 3

tabbies

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 Mission, Texas 78572
(956) 424-7890

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: July ____, 2012

Grantor: Hidalgo County Irrigation District No. One, a Texas political subdivision

Grantor's Mailing Address:

P. O. Box 870
Edinburg, Hidalgo County, Texas 78540

Grantee: County of Hidalgo

Grantee's Mailing Address:

Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged

Property (including any improvements):

That certain tract of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of an irrigation water conduit

(surface and/or underground) and related appurtenances over, under and across the Property. Such easement shall be twenty five (25) feet in width centered over Grantee's irrigation water conduit (surface and/or underground).

WHEREAS, pursuant to §49.226, Texas Water Code, Grantor has declared the Property as surplus; and

WHEREAS, on the ___ day of _____, 20__, the Board of Directors of Grantor, at a duly called and noticed meeting, passed a Resolution confirming and ratifying the sale of the Property, and ordered and directed its President to execute and deliver a conveyance of the Property to Grantee.

NOW, THEREFORE, Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All covenants and/or warranties that might arise by contract, statute or common law (including but not limited to the covenant of seisin) as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Grantee, by its acceptance hereof, agrees that in the event that Grantee's extension of Tenth Street from FM107 to Monte Cristo Road (FM1925) through those tracts or parcels of land described on Exhibit A which is attached hereto requires the relocation of any of Grantee's existing irrigation water conduits (surface and/or underground) or other facilities, that Grantee shall, at Grantee's expense, and subject to Grantee's approval of the plans and right to supervision, relocate such irrigation water conduit (surface and/or underground) or other facilities. In the event Grantee's irrigation water conduit (surface and/or underground) or other facilities are relocated, the easement herein retained shall be automatically be relocated, centered over the relocated conduit or other facility.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

By: _____
Robert L. Bell, Jr., President

ACCEPTANCE:

Grantee hereby accepts the foregoing conveyance subject to the reservations therein set forth, and agrees to be bound by the terms and conditions thereof.

GRANTEE:

COUNTY OF HIDALGO

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2012 by Robert L. Bell, Jr., President of Hidalgo County Irrigation District No. One, in the capacity therein stated.

[illegible] LA GARZA
[illegible], State of Texas
My Commission Expires 11-08-2012

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012 by _____, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hidalgo County
1615 S. Closner, Suite J
Edinburg, Texas 78539

COUNTY: HIDALGO

HIGHWAY: 10TH STREET

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

GRANTOR: HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE

FIELD NOTES FOR PARCEL - 11

Being a 0.04 (1,875 square feet) of an acre tract of land, more or less, out of a 3.34-acre tract of land out of Lot 10, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 3.34-acre tract of land is vested to Hidalgo County Irrigation District No. 1 by Chain of Title as follows to-wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1-43 inclusive, American National Insurance Company et al -vs- Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919 , as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas. Said 0.04 (1,875 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northwest corner of Lot 10, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, **THENCE,** S 09° 05' 00" W, a distance of 1257.50 feet to the Northwest corner and the **POINT OF BEGINNING** of said tract herein described; with grid coordinates of X=1,080,634.78 and Y=16,646,625.85. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 80° 55' 00" E, parallel to the North line of Lot 10, for a distance of 30.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way of said 10th Street and the Northeast corner of said tract herein described;

EXHIBIT
" A "
1 of 3

THENCE, S 09° 05' 00" W, parallel to the West line of Lot 10, for a distance of 62.50 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way of said 10th Street and the Southeast corner of said tract herein described;

THENCE, N 80° 55' 00" W, parallel to the North line of Lot 10, for a distance of 30.00 feet, to a point on the West of Lot 10, for the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, along the West line of Lot 10, for a distance of 62.50 feet to the **POINT OF BEGINNING** and containing 0.04 (1,875 square feet) of an acre of land, of which 0.03 of an acre lies in the existing 10th Street Road Right-of-Way and leaving a **PROPOSED NET TAKING** of 0.01 of an acre of land, more or less.

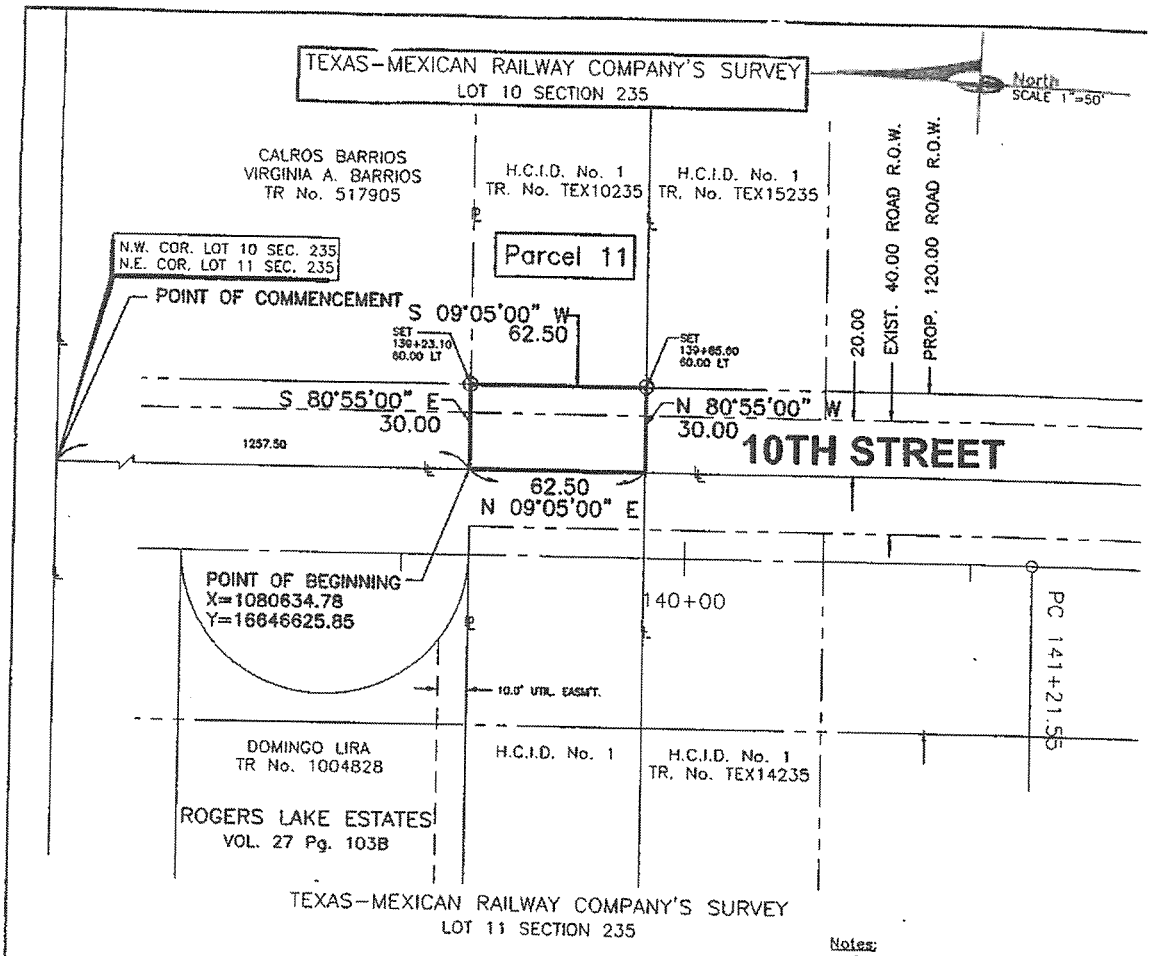
A plat of same date accompanies this Field Note Description

STATE OF IOWA REGISTERED MARK W. LUPHER 4637 PROFESSIONAL LAND SURVEYOR

Mark W. Lupher – R.P.L.S. # 4637

Date: 12.28.05

EXHIBIT " A " 2 of 3



SURVEY PLAT OF
PARCEL 11
BEING A 0.04-ACRE TRACT OF LAND
OUT OF LOT 10, SECTION 235,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
HIDALGO COUNTY, TEXAS,
VOL. 1, PG. 12, H.C.M.R.

Notes:
1. Set indicates (1/2 inch iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

Parcel 11

Total Acreage: 3.34 ac.
To be Acquired: 0.04 ac.
Exist. Road R.O.W.: 0.03 ac.
Proposed Net Taking: 0.01 ac.
Remainder Left: 3.29 ac.
Document:

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

OWNER: Hidalgo County Irrigation District No. 1 by Chain of Title as follows to-wit: By certified copy of Final Decree of July 2, 1919, entered in Civil Minutes of the District Court, Cameron County, Texas, Book "Q", Pages 1-43 inclusive, American National Insurance Company et al -vs- Valley Reservoir & Canal Company et al, recorded in Volume 92, Page 20, Deed Records, Hidalgo County, Texas, and by Quitclaim Deed dated October 24, 1919 , as recorded in Volume 95, Page 245, Deed Records, Hidalgo County, Texas, and by Deed dated February 9, 1925, as recorded in Volume 182, Page 642, Deed Records, Hidalgo County, Texas, and by certified copy of Resolution of Board of Directors of Hidalgo County Water Improvement District Number Four changing name thereof to Hidalgo County Water Control & Improvement District Number One, as recorded in Volume 209, Page 94, Deed Records, Hidalgo County, Texas and by the Resolution of the Board of Directors of Hidalgo County Water Control & Improvement District Number One converting Hidalgo County Water Control & Improvement District Number One to Hidalgo County Irrigation District No. One, dated February 5, 1981, as recorded in Volume 1715, Page 814, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 0.04 acre tract of land, more or less, out of Lot 10, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER RPLS #4637

DATE: 12.28.05

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 Alamo, Texas 78572
(956) 424-7708

EXHIBIT
" A "
3 of 3

AI-33665 **Precinct #2 15. A.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Yoli Cisneros **Submitted By:** Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Request acceptance and approval of Change Order No.3 with decrease in the amount of $12,821.65, with Saenz Utility Contractor, Ltd (#C-11-044A-06-28) contracted vendor for "Tower Road Phase I Project", reason due to reconciliation of quanitities, with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662863 available balance of $80,724.55.

Attachments

CO #3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 08:37 AM
Roland Garcia	Rolando Garcia	08/10/2012 11:29 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Yolanda Cisneros Started On: 08/09/2012 03:30 PM

Final Approval Date: 08/10/2012

CHANGE ORDER NUMBER THREE (3)

Project: TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT

DATE OF ISSUANCE: 8/14/2012 EFFECTIVE DATE: 8/14/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044A-06-28

CONTRACTOR: Saenz Utility Contractors, Ltd.
22290 N. FM 88
Edcouch, TX. 78538

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

1. Reconciliation of Quantities
2.
3.
4.
5.
6.
7

Description:

1. Deduct 547 SY @ $.80 of Prime Coat (MC-30) Entire Base ($437.60)
2. Deduct 547 SY @ $2.00 of 10" Compacted Caliche Base ($1,094.00)
3. Deduct 1243 LF @ $5.25 of Type A Barrier Concrete Curb & Gutter ($6,525.75)
4. Deduct 542 SF @ $3.30 of 4" Concrete Driveway ($2,118.60)
5. Deduct 34 LF @ $20.50 of 6' Concrete Valley Gutter ($697.00)
6. Deduct 547 SY @ $2.00 of Tensar TX 5 Geogrid ($1,094.00)
7. Deduct 259 SF @ $3.30 of Driveways ($854.70)

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 265,812.97		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 5,705.40		Net Change from previous Change Orders 153 calendar days
Contract Price prior to this Change Order $ 271,518.37		Contract Time prior to this Change Order Substantial Completion: 243 calendar days or dates
Net Increase(decrease) of this Change Order $ (12,821.65)		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 258,696.72	Net % increase(decrease)from original contract price. -4.82%	Contract Time with all approved Change Orders Substantial Completion: 243 calendar days or dates

RECOMMENDED:
By: _____ PE
Engineer (Authorized Signature)
Date: 08/08/12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 8/06/12

Exhibit E-B

Saenz Utility Contractors
22290 N. FM 88, Edcouch, TX 78538
Ph: (956) 262-8506, Fax: (956) 262-6493

Order No. #2

Date: 7/31/2012

CONTRACT CHANGE ORDER REQUEST

Project Name:

TOWER ROAD PHASE I IMPROVEMENTS

Owner:

HIDALGO COUNTY PRECINCT NO. 2

Description of Changes	Decrease in contract price	Increase in contract price
1. Prime Coat (MC-30) Entire Base - Delete 547sy	$ 437.60	
2. 10" Compacted Caliche Base -Delete 547sy	$ 1,094.00	
3. Type "A" Barrier Conc Curb & Gutter - Delete 1243lf	$ 6,525.75	
4. 4" Concrete Driveway - Delete 642sf	$ 2,118.60	
5. 6' Concrete Valley Gutter - Delete 34lf	$ 697.00	
6. Tensar TX 5 GEOGRID - Delete 547sy	$ 1,094.00	
7. Driveways - Delete 259sf	$ 854.70	
Totals	$ 12,821.65	$ -
Net Change In Contract Price	$ 12,821.65	$ -

Reasons:

FINAL RECONCILIATION CHANGE ORDER.

The amount of the Contract will be (Decreased)(Increased) by the Sum of :
twelve thousand eight hundred twenty-one dollars and sixty-five cents Dollars **$12,821.65**

The Contract Total Including this and previous Change Order Will be: **two hundred fifty-eight thousand six hundred ninety-six dollars and seventy-two cents** Dollars **$258,696.72**

The contract Period Provided for Completion will be (Increased)(Decreased)(Unchanged): ____ Days.

Requested by: _____ 7/31/2012
Saenz Utility Contractors
Business Admin. Date

Approved by: _____ _____
Owner Date

AI-33672 **Precinct #3** **16. A.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and possible action on Amendment to the Interlocal Agreement between Hidalgo County, the City of Alton and the Alton TIRZ Board to meet the requirements of the Texas Attorney General for the issuance of bonds for public improvements in the City of Alton.

BACKGROUND

Attachments

Backup

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/10/2012 11:14 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Monica Badillo Started On: 08/10/2012 10:58 AM

Final Approval Date: 08/10/2012

THE STATE OF TEXAS §
§ **CITY OF ALTON**
COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL AGREEMENT REGARDING

REINVESTMENT ZONE NUMBER ONE, CITY OF ALTON, TEXAS

WHEREAS, the **CITY OF ALTON, TEXAS** (the "***City***") approved the creation of **REINVESTMENT ZONE NUMBER ONE, CITY OF ALTON** (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended; and

WHEREAS, the City, the Zone, and **HIDALGO COUNTY, TEXAS** (the "***County"***), a political subdivision of the State of Texas, entered into that certain Interlocal Agreement (the "***Agreement"***), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a series of bonds designated **CITY OF ALTON, TEXAS TAX INCREMENT REVENUE AND LIMITED TAX CERTIFICATE OF OBLIGATIONS, SERIES 2012** in the amount of $1,250,000 (the "***Bonds***") is be issued by the City; and

WHEREAS, a clarification of Section III.C. of the Agreement was requested by the attorney general as part of the approval process of the Bonds, and

WHEREAS, for the reasons set forth above the parties to the Agreement desire to amend the Agreement to make such clarification as set forth in this amendment (the "***Amendment***") to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section III.C. of the Agreement is amended in total to read as follows:

C. The Parties hereto agree that, other than (i) those certain certificates of obligation designated City of Alton, Texas Tax Increment Revenue and Limited Tax Certificate of Obligation, Series 2012 in the amount of $1,250,000 to be issued by the City and (ii) bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the CITY or the ZONE BOARD to finance any costs or improvement on the Project.

2. This Amendment may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

3. Except to the extent specifically modified by the provisions of this Amendment, all other provisions of the Agreement remain in full force and effect.

IN WITNESS HEREOF, the City, the County, and the Zone have made and executed this Amendment in triplicate originals on this _____ day of August, 2012.

CITY OF ALTON

_____
City Manager

ATTEST/SEAL:

_____
City Secretary

HIDALGO COUNTY

_____
County Judge

ATTEST/SEAL:

_____
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

REINVESTMENT ZONE NUMBER ONE, CITY OF ALTON, TEXAS

_____
Presiding Officer

EXHIBIT A TO AMENDMENT

Copy of Executed Interlocal Agreement Regarding

Reinvestment Zone Number One, City of Alton, Texas

AI-33581 **Purchasing Department 17. A.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Authorization to purchase equipment for the Enhanced JP Collection Project using the Justice Court Technology Fund.

BACKGROUND

Requisitions 220615, 220482 & 220486

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Req. #220615, 220482 & 220486; funds available as of 8-10-12.

Attachments

backup

Quote - Card swipe readers

DA Auth email

Quote - PCs

Committee Purchase Request email

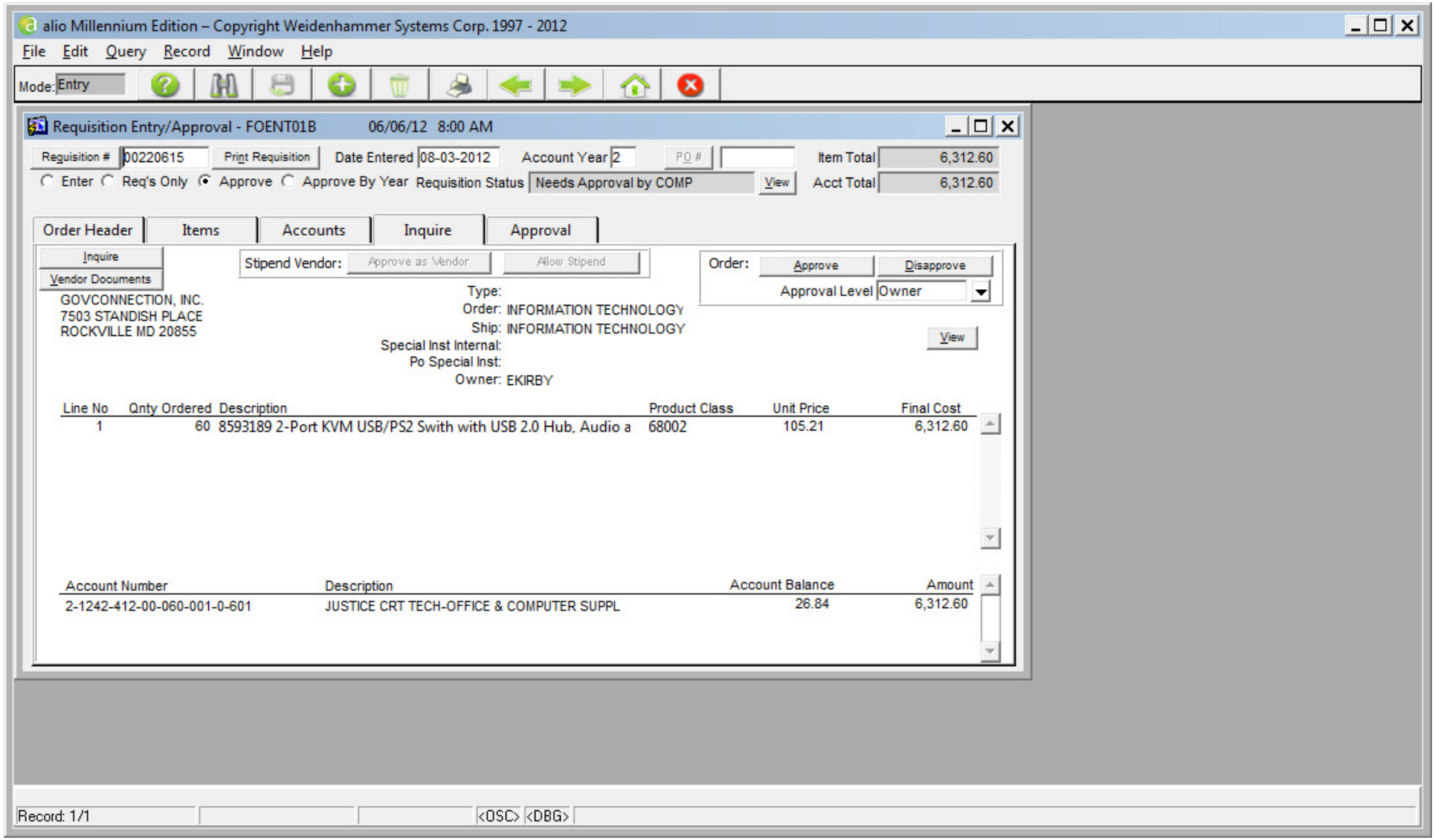
requisitions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2012 04:30 PM
Ivan Cantu	Ivan Cantu	08/10/2012 08:34 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Renan Ramirez Started On: 08/03/2012 02:10 PM

Final Approval Date: 08/10/2012


alio Millennium Edition – Copyright Weidenhammer Systems Corp. 1997 - 2012
File Edit Query Record Window Help
Mode: Entry
Requisition Entry/Approval - FOENT01B 06/06/12 8:00 AM
Requisition # 00220615 Print Requisition Date Entered 08-03-2012 Account Year 2 PO # Item Total 6,312.60
Enter Req's Only Approve Approve By Year Requisition Status Needs Approval by COMP View Acct Total 6,312.60
Order Header Items Accounts Inquire Approval
Inquire
Vendor Documents
GOVCONNECTION, INC.
7503 STANDISH PLACE
ROCKVILLE MD 20855
Stipend Vendor: Approve as Vendor Allow Stipend
Type:
Order: INFORMATION TECHNOLOGY
Ship: INFORMATION TECHNOLOGY
Special Inst Internal:
Po Special Inst:
Owner: EKIRBY
Order: Approve Disapprove
Approval Level Owner
View
Line No Qnty Ordered Description Product Class Unit Price Final Cost
1 60 8593189 2-Port KVM USB/PS2 Swith with USB 2.0 Hub, Audio a 68002 105.21 6,312.60
Account Number Description Account Balance Amount
2-1242-412-00-060-001-0-601 JUSTICE CRT TECH-OFFICE & COMPUTER SUPPL 26.84 6,312.60
Record: 1/1
<OSC> <DBG>

Hamer Enterprises

4200-A N Bicentennial Dr
McAllen, Texas 78504
Phone: (956) 682-3466 -:- Fax: (956) 682-0906

Quote Number: 9990

Quotation Date: 07/31/2012

Client:
Hidalgo County
Information Technology Dept.
100 N Closner
Edinburg TX 78540
Attn: Mr Renan Ramirez

Ship To:
Same

This quotation is valid for a period of 30 days unless modified in writing by Hamer Enterprises.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED $ AMOUNT
1.	60	HW	IDTECH Human Interface Device Model: IDMB-334133B Includes Software Programming Services Delivered pre-programmed ready for installation (Plug&Play)	75.00	$4,500.00

Delivery dates will be confirmed upon acceptance of this quotation.

Special Instructions:

Sub Total	$4,500.00
Sales Tax	Not Applicable
Installation	Not Applicable
Freight	Not Applicable
Insurance	Not Applicable
Gross Amount	$4,500.00

Hamer Enterprises:

Authorized Signature: *Tony Worley*

Typed Name: Mr Tony C Worley/ss Title: Client Marketing Specialist Date: 07/31/2012

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

Authorized Client Signature: _____

Typed Name: Title: Date:

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Date: March 28, 2012 10:30:42 AM CDT
To: "'Renan Ramirez'" <renan.ramirez@co.hidalgo.tx.us>
Cc: <rene.guerra@da.co.hidalgo.tx.us>
Subject: RE: Request to purchase equipment from the JP Technology Fund
Reply-To: <josephine.ramirez@da.co.hidalgo.tx.us>

As we have discussed, Mr. Guerra has given conditional approval on the use of the JP Technology Fund for the purchase of computer equipment to be used by the Tax Office in assisting with the JP Enhanced Collection project (his understanding is that one unit will be purchased for a trial run of the enhanced collections model). However, it will be up to Commissioners Court to make the determination that the computer equipment is a technological enhancement that will assist the Justice Courts in the collection of the outstanding fines and fees.

As our office previously opined, citing reference to Attorney General Opinion GA-0560, the Justice Court Technology Fund established under Article 102.0173 of the Texas Code of Criminal Procedure may be used only for technological enhancements for the justice court and continuing education and training for justice court judges and clerks regarding technological enhancements. The Attorney General's opinion goes on to state that the purchase of computer equipment for constable(s) may be a technological enhancement for the justice court if so determined by the commissioners court. Commissioners court has made the determination for the purchase of equipment for the constables. In addition, the Auditor's Office has recommended that the specific equipment be identified with an explanation of how it will be used as a technological enhancement for the JP's. I would suggest using this same model when submitting this item for approval to commissioners court.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

ORDERING INFORMATION:
GovConnection, Inc.
TCPN
Contract # R5110

EXPIRATION:	**10/31/2012**
TERMS:	**NET 30**
FOB POINT:	**DESTINATION (within Continental US)**
MAXIMUM ORDER LIMITATION:	**NONE**
DELIVERY TIME:	**1-30 DAYS ARO**
FEIN:	**52-1837891**
DUNS NUMBER:	**80-967-8782**
BUSINESS SIZE:	**LARGE**

Ordering Address:
GovConnection, Inc.
732 Milford Rd.
Merrimack, NH 03054

Remittance Address:
GovConnection, Inc.
PO Box 382810
Pittsburgh, PA 15250-8810

Sales: 800-800-0019

If you require a hard copy invoice for your credit card order, please visit the link below to print one:

https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23226815.04

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: August 1, 2012
Valid through: August 14, 2012
Account #:

Account Executive: Brian K Massey
Phone: 800-800-0019
Fax: 603-683-1514
Email:

QUOTE PROVIDED TO:
AB#: 12269629
HIDALGO COUNTY
INFORMATION TECHNOLOGY
100 E CANO ST FL 4
EDINBURG, TX 78539

SHIP TO:
AB#: 12269630
HIDALGO COUNTY
STAN RAMOS
100 E CANO ST FL 4
HIDALGO COUNTY INFORMATION TECHNOLOGY
EDINBURG, TX 78539

DELIVERY	FOB	TERMS	CONTRACT ID #
1-30 Days A/R/O	Destination	NET 30	R5110

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	1	60	13151692	1578H3U	TopSeller ThinkCentre Edge 71 SFF Core i3-2120 3.3GHz / 3MB / 4GB / 320GB / DVD SM / GigNIC / W7P64 Lenovo Commercial Systems	$459.00	$27,540.00
	2	60	12133530	80-105-064	Universal Computer / CPU Holder Ergotron, Inc.	$32.30	$1,938.00
		Lines:	**2**			Total Merchandise	$29,478.00
						Fee	
						Ship Via: R&L Carriers	1,412. pounds
						Shipping and Handling	$0.00
						Tax	
						TOTAL	**$29,478.00**
						* Lease for as low as:	

Zimbra **renan.ramirez@co.hidalgo.tx.us**

Scofflaw Equipment Purchase Request

From : Rey Salazar <rey.salazar@co.hidalgo.tx.us> Fri, Aug 03, 2012 03:13 PM

Subject : Scofflaw Equipment Purchase Request

To : renan ramirez <renan.ramirez@co.hidalgo.tx.us>

Cc : collections committee <collections_committee@co.hidalgo.tx.us>, sergio cruz <sergio.cruz@co.hidalgo.tx.us>, valde guerra <valde.guerra@co.hidalgo.tx.us>, 'Yolanda Chapa' <yolanda.chapa@co.hidalgo.tx.us>, marcos lopez <marcos.lopez@co.hidalgo.tx.us>

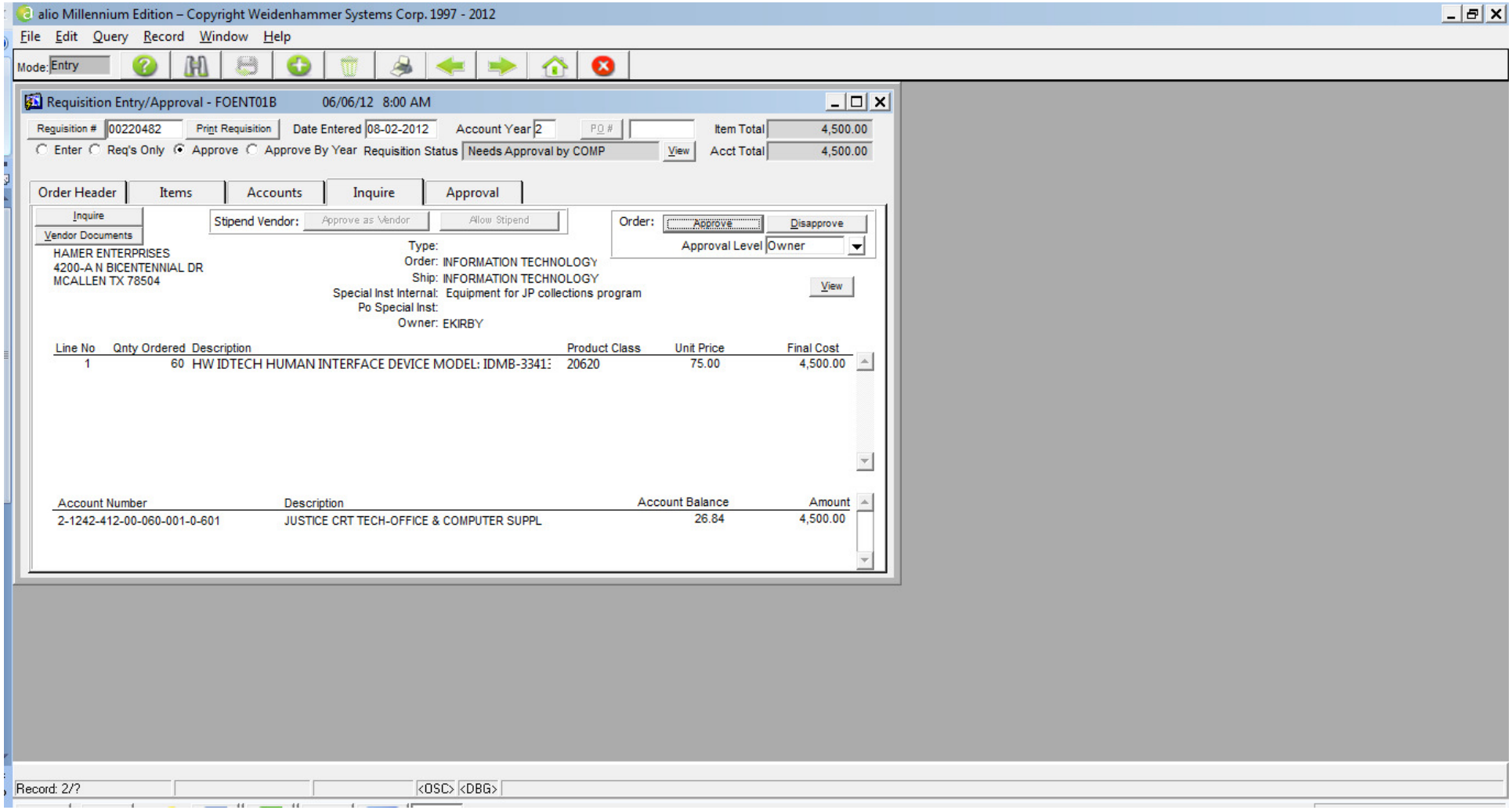
Good Afternoon Renan,

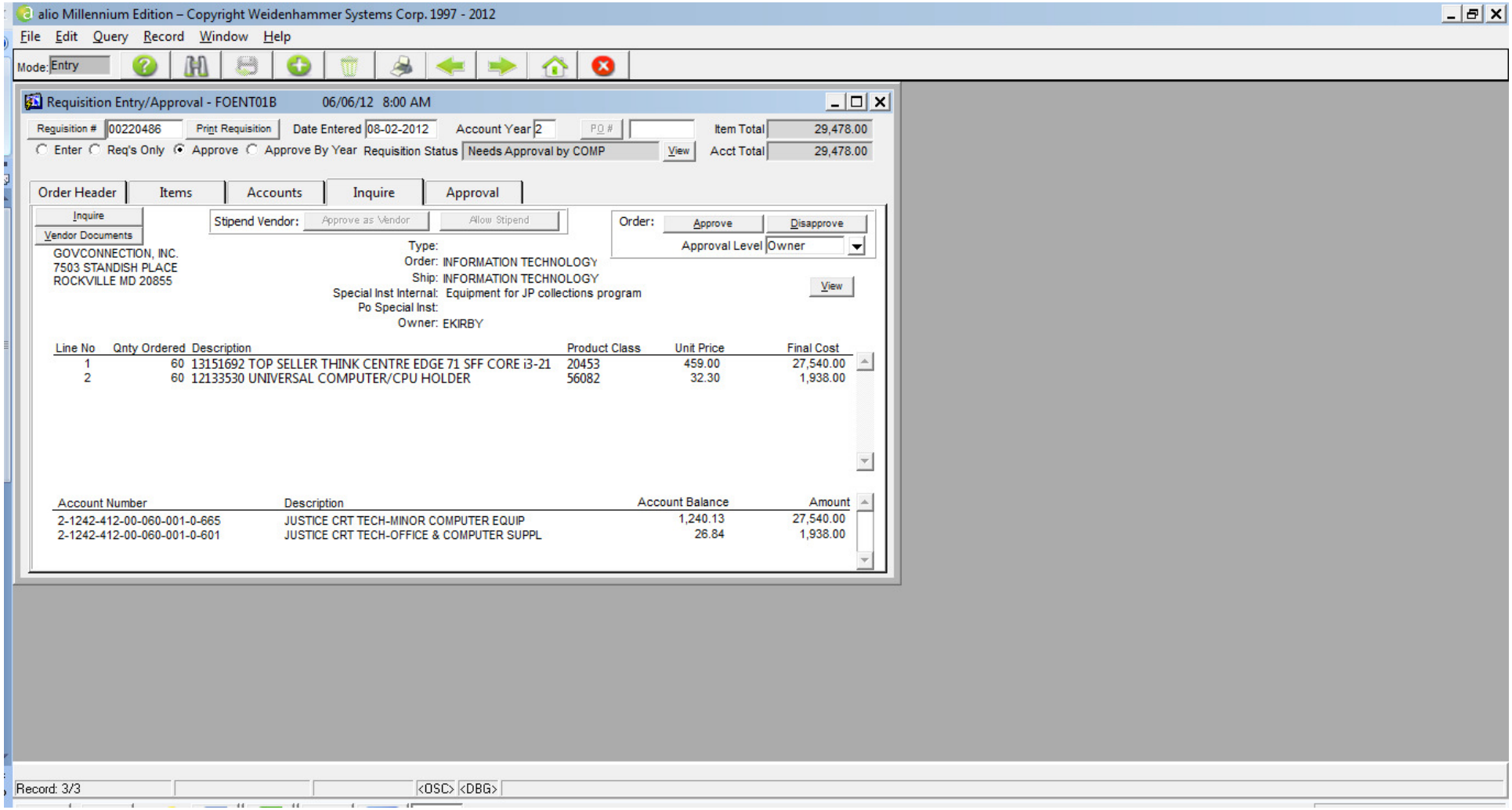
Please proceed in placing an item on the agenda requesting approval to purchase equipment for the JP Enhanced Collections Project. You previously purchased and installed the first set of equipment currently being demonstration and tested at the Tax Office. This equipment was purchased thru the JP Collections Fund. The Tax Office has run and tested the equipment and acknowledged to us that they are content with the results.

Please proceed in purchasing the rest of the equipment necessary. Let me know if you have any questions.

Respectfully,

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax


alio Millennium Edition – Copyright Weidenhammer Systems Corp. 1997 - 2012
File Edit Query Record Window Help
Mode: Entry
Requisition Entry/Approval - FOENT01B 06/06/12 8:00 AM
Requisition # 00220482 Print Requisition Date Entered 08-02-2012 Account Year 2 PO # Item Total 4,500.00
Enter Req's Only Approve Approve By Year Requisition Status Needs Approval by COMP View Acct Total 4,500.00
Order Header Items Accounts Inquire Approval
Inquire Vendor Documents
Stipend Vendor: Approve as Vendor Allow Stipend
Order: Approve Disapprove
Approval Level Owner
HAMER ENTERPRISES
4200-A N BICENTENNIAL DR
MCALLEN TX 78504
Type:
Order: INFORMATION TECHNOLOGY
Ship: INFORMATION TECHNOLOGY
Special Inst Internal: Equipment for JP collections program
Po Special Inst:
Owner: EKIRBY
View
Line No Qnty Ordered Description Product Class Unit Price Final Cost
1 60 HW IDTECH HUMAN INTERFACE DEVICE MODEL: IDMB-3341 20620 75.00 4,500.00
Account Number Description Account Balance Amount
2-1242-412-00-060-001-0-601 JUSTICE CRT TECH-OFFICE & COMPUTER SUPPL 26.84 4,500.00
Record: 2/?
<OSC> <DBG>


alio Millennium Edition – Copyright Weidenhammer Systems Corp. 1997 - 2012
File Edit Query Record Window Help
Mode: Entry
Requisition Entry/Approval - FOENT01B 06/06/12 8:00 AM
Requisition # 00220486 Print Requisition Date Entered 08-02-2012 Account Year 2 PO # Item Total 29,478.00
Enter Req's Only Approve Approve By Year Requisition Status Needs Approval by COMP View Acct Total 29,478.00
Order Header Items Accounts Inquire Approval
Inquire
Vendor Documents
Stipend Vendor: Approve as Vendor Allow Stipend
Order: Approve Disapprove
Approval Level Owner
GOVCONNECTION, INC.
7503 STANDISH PLACE
ROCKVILLE MD 20855
Type:
Order: INFORMATION TECHNOLOGY
Ship: INFORMATION TECHNOLOGY
Special Inst Internal: Equipment for JP collections program
Po Special Inst:
Owner: EKIRBY
View
Line No Qnty Ordered Description Product Class Unit Price Final Cost
1 60 13151692 TOP SELLER THINK CENTRE EDGE 71 SFF CORE i3-21 20453 459.00 27,540.00
2 60 12133530 UNIVERSAL COMPUTER/CPU HOLDER 56082 32.30 1,938.00
Account Number Description Account Balance Amount
2-1242-412-00-060-001-0-665 JUSTICE CRT TECH-MINOR COMPUTER EQUIP 1,240.13 27,540.00
2-1242-412-00-060-001-0-601 JUSTICE CRT TECH-OFFICE & COMPUTER SUPPL 26.84 1,938.00
Record: 3/3
<OSC> <DBG>

AI-33537 **Budget and Management 17. B. 1.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA US Justice (1254)
Approval of 2012 appropriation of funds into HIDTA US Justice Fund in the amount of $150,000.00 to fund operating expenditures.

BACKGROUND

The 2012 HIDTA Task Force-U.S. Justice Asset Forfeiture Fund Budget (fund 1254) was approved by Commissioner's Court on December 29, 2011

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1254-412-00-270-014-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $150,000 into HIDTA US Justice Fund.

Funds available from HIDTA US Justice fund balance (1254)

Attachments

Appropriation
Balance Sheet Fund 1254

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 04:14 PM
Sylvia Solis	Sylvia Solis	08/02/2012 11:08 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Nelda Olivarez Started On: 08/01/2012 03:27 PM

Final Approval Date: 08/10/2012

DATE: August 1, 2012

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1254-412-00-270-014-0-XXX (**US Dept of Justice Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
2-1254-412-00-270-014-0	720	Buildings	50,000.00
2-1254-412-00-270-014-0	741	Vehicles	100,000.00
		TOTAL APPROPRIATIONS	$ 150,000.00
2-1254-412-00-270-014-0-	xxx	**HIDTA TASK FORCE US JUSTICE FUNDS**	$ 150,000.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA U.S. DEPARTMENT OF JUSTICE ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1254	**HIDTA FEDERAL SHARING-U.S. DEPT. OF JUSTICE**				
	2-1254-101-00-000-000-0-000 HIDTA US JUSTICE-CASH	2,599.68	.00	8,186.35	10,786.03
	2-1254-103-00-000-000-0-000 HIDTA US JUSTICE-TIME DEPOSITS	.00	.00	.00	.00
	2-1254-103-10-000-000-0-000 HIDTA US JUSTICE-TIME DEP/FLEXICASH	400,556.73	.00	-50,556.73	350,000.00
	2-1254-115-20-000-000-0-000 HIDTA US TREASURY-A/R EMPLOY TRAVEL ADVA	.00	.00	.00	.00
	2-1254-115-20-000-001-0-000 HIDTA US JUSTICE-A/R DORA L. MUNOZ	.00	.00	1,000.00	1,000.00
	2-1254-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	-112.39	.00	112.39	.00
	2-1254-130-01-000-222-0-000 DUE FROM/TO DA BAD CK PROCESSING	.00	.00	.00	.00
	2-1254-130-01-000-229-0-000 DUE FROM/TO SHRF FED SHARING	.00	.00	.00	.00
	2-1254-130-01-000-251-0-000 DUE FROM/TO HIDTA CHAPTER 59	-140.00	.00	140.00	.00
	2-1254-130-01-000-252-0-000 DUE FROM/TO HIDTA US TREASURY	.00	.00	.00	.00
	2-1254-130-01-000-291-0-000 DUE FROM/TO HIDTA	-1,100.00	.00	1,100.00	.00
	Total Assets	**401,804.02**	**.00**	**-40,017.99**	**361,786.03**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUSTICE				
2-1254-202-00-000-000-0-000 HIDTA US JUSTICE-ACCOUNTS PAYABLE	2,644.65	.00	-2,644.65	.00
Total Liabilities	**2,644.65**	**.00**	**-2,644.65**	**.00**
2-1254-270-00-000-000-0-000 HIDTA US JUSTICE-BUDGETED FUND BALANCE	.00	.00	-231,911.70	-231,911.70
2-1254-253-00-000-000-0-000 HIDTA US JUSTICE-FUND BALANCE	399,159.37	.00	.00	399,159.37
Total Equity	**399,159.37**	**.00**	**-231,911.70**	**167,247.67**
2-1254-275-00-000-000-0-000 HIDTA US JUSTICE-ESTIMATED REVENUES	.00	.00	.00	.00
2-1254-276-00-000-000-0-000 HIDTA US JUSTICE-REVENUES	.00	.00	6,867.49	6,867.49
2-1254-271-00-000-000-0-000 HIDTA US JUSTICE-APPROPRIATIONS	.00	.00	231,911.70	231,911.70
2-1254-272-00-000-000-0-000 HIDTA US JUSTICE-EXPENDITURES	.00	.00	-44,240.83	-44,240.83
2-1254-273-00-000-000-0-000 HIDTA US JUSTICE-ENCUMBRANCE CONTROL	.00	-206.50	-50,370.80	-50,370.80
2-1254-274-00-000-000-0-000 HIDTA US JUSTICE-RESERVED FOR ENCUMBRANC	.00	206.50	50,370.80	50,370.80
Total Controls	**.00**	**.00**	**194,538.36**	**194,538.36**
Total Equity and Control	**399,159.37**	**.00**	**-37,373.34**	**361,786.03**
Total Liabilities and Equity	**401,804.02**	**.00**	**-40,017.99**	**361,786.03**

*Fund is in Balance .00

AI-33650 **17. B. 2.**

CC REGULAR

Meeting Date: 08/14/2012

Submitted For: Sergio Cruz Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Probate Court (1243):
Approval of appropriation of funds in the amount of $15,700.00 for the Probate Court.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $15,700.00 available as of 08/09/2012 under fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 10:45 AM
Erika Zamora	Erika Zamora	08/10/2012 04:28 PM
Auditor's Office	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Sylvia Solis Started On: 08/09/2012

Final Approval Date: 08/10/2012

DATE: August 9, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Probate Court

ACCOUNT NUMBER: 2-1243-412-00-023-002-0-XXX

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

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1243-412-00-023-002-0-831	PROBATE COURT - COURT COSTS & INVESTIGATION	15,700.00
	TOTAL BUDGET INCREASE (DECREASE)	**15,700.00**

REASON: To appropriate funding for the Probate Court to fund Court Costs & Investigation expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-33562 **Budget and Management 17. B. 3.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Sergio Cruz **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Court Reporter (1239):
Approval of 2012 appropriation of funds into Court Reporter Fund (1239) in the amount of $10,000.00 to fund court reporter services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1239-412-00-115-043-0-831

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

BUDGETARY IMPACT:

2012 Appropriation of funds into Court Reporter Fund from Fund Balance in the amount of $10,000.00.

Funding Available in Fund 1239 Fund Balance as of 8/2/12.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	08/02/2012 09:24 AM
Budget & Management	Merlen P. Munoz	08/02/2012 10:28 AM
Ivan Cantu	Ivan Cantu	08/03/2012 03:07 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Erika Zamora Started On: 08/02/2012 08:56 AM

Final Approval Date: 08/10/2012

DATE: August 7, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Court Reporter

ACCOUNT NUMBER: 2-1239-412-00-115-043-0-831

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1239-412-00-115-043-0- 831	Court Reporter	Court Costs & Investigation	10,000.00

AI-33656 **Budget and Management 17. B. 4.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Rey Salazar/Pct#4 **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Rd. Maint. (1200):
1. Approval of Certification of Revenues as certified by the County Auditor.

2. Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the amount of $385,596.00(Sale of two tracts of real property to HCDD#1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of $385,596.00 into Pct#4 Rd Maint. (Sale of two tracts of real property)

Revenue account# 2-1200-392-10-124-000-0-000 - R&B Pct#4 Sale of Capital Assets

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/09/2012 11:44 AM
Budget & Management	Merlen P. Munoz	08/09/2012 01:01 PM
Olga Garza	Olga Garza	08/10/2012 02:41 PM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Manuel Chapa Started On: 08/09/2012

Final Approval Date: 08/10/2012

DATE: August 9, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Rd. Maint.

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-890

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2012
Appropriation

AI# 33656

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1200-431-00-124-007-0-890	Pct 4 Rd Maint. Other	385,596.00
2-1200-392-10-124-000-0-000	R&B Pct 4 - Sale of Capital Assets	385,596.00
	TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: Appropriation of funds for Pct 4 Rd Maint. (Sale of two tracts of real property to HCDD#1)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-33681 **Purchasing Department 18. A. 4.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a.
Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid for the purpose of ranking by Hidalgo County Commissioners Court of four (4) professional engineering and surveying firms from the County's approved "pools" as graded and evaluated by Hidalgo County Executive Office in connection with engaging one point of contact professional for the: Review and Verification/Guard Rail Installations in Areas Designated by HC and Related Tasks.

Total	R. Guiterrez	DOS Logistics & DOS Land Surveying	Dannenbaum Engineering	HALFF
Evaluator 1	89	97	90	92
Ranking				

c. Authority to negotiate a professional engineering/surveying services contract with the No. 1 ranked firm of _____for: the provision of engineering/surveying services for: The Review and Verification/Guard Rail Installation in Areas Designated by Hidalgo County and Related Tasks".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

DBM will provide information on the funding source for this project.

No funding required at this phase of procurement process.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Exact funding amount will not be determined until such time as negotiations are held and prior to contract approval is placed on agenda.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2012 04:38 PM
Budget & Management	Merlen P. Munoz	08/10/2012 04:44 PM
Rosalinda Cantu	Rosie Cantu	08/10/2012 04:53 PM
Auditor's Office	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Nielda Cavazos Started On: 08/10/2012 02:54 PM

Final Approval Date: 08/10/2012

HIDALGO COUNTY

FOR

Engineering/Surveying Services

FOR

Review and Verification/Guard Rail Installations in Areas Designated by HC and Related Tasks

Scoring & Evaluation GRID

Engineering/Surveying Services

Total Scores	R. Gutierrez	Dos Land Surveying	Dannenbaum Engineering	HALFF
Evaluator 1	89	97	90	92
Average				
RANKING				

*Scoring & Evaluation was completed by Executive Office *

AI-33487 **Purchasing Department 18. B. 1.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting to rescind action previously taken on items a and b of AI#30484 dated January 24, 2012 in connection to the Interlocal Agreement between Hidalgo County and Delta Lake Irrigation District for the purposes of irrigating approximately 30 acres of Delta Lake Park Grounds since the Delta Lake Irrigation District's conclusion (pursuant to their current water situation they are facing themselves an ILA w/HC would not be practical at this time-only serving its current customers).

BACKGROUND

This will cancel project for this year however, as per request by Precinct One, an attempt will be made to the Delta Lake Irrigation District for consideration for the following year.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on this agenda request, however requisition #209759 will be required to be canceled pursuant to CC's approval.

Attachments

AI #30484

Pending Requisition #209759

Correspondence

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2012 01:47 PM
Budget & Management	Merlen P. Munoz	08/02/2012 02:28 PM
Ivan Cantu	Ivan Cantu	08/10/2012 02:21 PM
Auditor's Office	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Vangie Garcia Started On: 07/31/2012 01:53 PM

Final Approval Date: 08/10/2012

APPROVED

AI-30484
CC REGULAR
Meeting Date: 01/24/2012
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and Delta Lake Irrigation District for the provision of irrigation water for park(s);

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of water for the irrigation of approximately 30 acres of park more specifically, Delta Lake Park in Precinct No. 1.

BACKGROUND

This Interlocal Agreement has a more defined specific term of five (5)-one (1) year renewals than the previous agreement.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1200-452-00-121-013-0-411
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

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

Available balance as of 01/10/12-$5,300.00; a prorated amount of $733.33 effective 02/01/12 will be paid by the County to the Delta Lake Irrigation District within thirty (30) days after interlocal agreement is executed for the remainder of year 2012.

An annual fee of $800.00 will be paid by County to Delta Lake Irrigation District effective for every renewal unless otherwise pursuant to article 3 of the interlocal.

Form Review

Inbox	Reviewed By	Date
	Form Started By: Vangie Garcia	Started On: 01/10/2012 01:36 PM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
DELTA LAKE IRRIGATION DISTRICT

THIS AGREEMENT is made on this the **24th** day of **January**, **2012** by and between Hidalgo County, hereinafter referred to as **"County"** and **Delta Lake Irrigation District**, hereinafter referred to as **"Irrigation District"**, pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), as follows:

W I T N E S S E T H:

WHEREAS, County desires to irrigate the Delta Lake Park Grounds (the "Park"), a County park facility, with water purchased and supplied by and through the facilities of the Irrigation District;

WHEREAS, County and Irrigation District acknowledge and agree that the sale of irrigation water by the Irrigation District and the purchase of irrigation water by the County to irrigate the Park are in furtherance of a governmental function and service under the Act with regards to both parties;

WHEREAS, Irrigation District agrees to deliver such amount of water as determined and requested by the County necessary to irrigate the Park located within the boundaries of County Precinct No. 1; and

NOW, THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the Irrigation District, in consideration of the mutual covenants expressed hereinafter, hereby agree as follows:

1. The Irrigation District will provide the amount of water as determined and requested by the County to the Park located at 28312 FM 88, 2 ½ Miles North Of Monte Alto, Edcouch, Texas 78538.

2. County Precinct No. 1 Park staff/employees must only use the water purchased and supplied by the Irrigation District to irrigate approximately 30 acres of the Park.

3. Hidalgo County Precinct No. 1 to pay a one-time pro-rated amount of $733.33 for the remainder of year 2012 within thirty (30) days from the date the County receives an invoice from the Irrigation District. The term of this agreement shall commence from the date this agreement is approved by the County and Irrigation District and shall terminate on December 31, 2012. This agreement may be renewed by the County for five (5)-one (1) year terms at the same rates, terms and conditions. The County agrees to pay a one-time annual fee of $800.00 effective January 1, 2013 payable within thirty (30) days from the date the County receives the invoice from the Irrigation District. If the Irrigation District wishes to adjust such $800.00 amount in connection with a uniform adjustment to its water supply and delivery rates to all of its other existing water supply customers, the Irrigation District shall notify the County in writing, thirty (30) days before the expiration date of this Agreement.

4. During the term of the Agreement, either Party may terminate this Agreement by giving the other Parties thirty (30) days' written notice of such termination.

5. **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.

6. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. **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 County and Irrigation District, and not otherwise.

8. **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.

9. **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 County:	Hidalgo County Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Irrigation District:	**Delta Lake Irrigation District** **10370 Charles Green Road** **Edcouch, Texas 78538**

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.

10. **Termination.** During the term of the Agreement, either Party may terminate this Agreement by giving the other Parties thirty (30) days' written notice of such termination.

11. **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.

12. **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.

13. **Assignment.** This Agreement shall not be assignable.

14. **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.

15. **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

16. **Authority to Execute.** The execution and performance of this Agreement by County and Irrigation District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Irrigation District in accordance with its terms.

17. Insurance. Irrigation District shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

18. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Irrigation District. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

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

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

DELTA LAKE IRRIGATION DISTRICT

By:_____
Dale Murden, President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 01/24/12

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATON AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to irrigate approximately 30 acres of the Delta Lake Park Grounds located at 28312 FM 88, 2½ miles North of Monte Alto, Edcouch, Texas through an Interlocal Cooperation Agreement to be entered into with the Delta Lake Irrigation District and Hidalgo County.

By vote on **January 24th**, **2012**, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 01/24/12

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 2:01 PM
To: 'Evangelina Garcia'
Subject: FW: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 11, 2012 1:52 PM
To: 'Martha Salazar'
Subject: RE: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 11:53 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District
Importance: High

Mr. Crain:
Document revised as per your recommendations. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 10:55 AM
To: 'Martha Salazar'
Subject: RE: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District

Marty:
Please forward to legal for approval as to form of revised document as requested.

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

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 4:41 PM
To: 'Evangelina Garcia'
Subject: FW: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, January 10, 2012 3:28 PM
To: 'Martha Salazar'
Subject: RE: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District

The substance of the agreement is fine but you need to change the terms buyer, seller and company to the respective terms of County and District.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 2:27 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, January 10, 2012 1:55 PM
To: 'Martha Salazar'
Subject: Approval Of Interlocal Agreement between Hidalgo County Precinct One and Delta Lake Irrigation District

Marty:
Please forward to legal for his review as to form of document the above attached Interlocal between Hidalgo County Precinct One and Delta Lake Irrigation District.

Legal previously had approved this document back on July 19, 2011 which was due to end on December 31, 2011. Thereafter, it had subsequent renewals pursuant to price remaining the same unless otherwise advised by the Delta Lake Irrigation District. The Precinct verified the price and will remain the same however, they want the term to be more specific. Therefore, on line item #3-I revised it to be more specific with a renewal term of five (5)-one (1) year renewals. This is the only thing that was changed along with this year's fee prorated from February 1, 2012 thru December 31, 2012.

I will be placing an agenda item for January 24,2012 but do require legal's review and approval as to form of the document so as to attach as backup.

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

Requisition

Req # 00209759

PO #

Date: 01/23/12

Bill To: x
x

Vendor : 237019
DELTA LAKE IRRIGATION DISTRICT
10370 CHARLES GREEN RD
EDCOUCH TX 78538

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: PGARCIA/SZ
956-968-8733

Contract No:

Special Instructions:
P51

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PENDING INTERLOCAL AGREEMENT ON 1-24-12.		
		DO NOT DUPLICATE ORDER		
1.00	EACH	1- ANNUAL FEE FOR WATERING APPROXIMATELY 30 ACRES OF PARK GROUNDS AT DELTA LAKE PARK, PRORATED FROM 2-1-12 TO 12-31-12	733.33	733.33
		Account No	Encumbrance	
		2-1100-452-00-121-013-0-411	733.33	
			Freight	.00
			Total	733.33
		DELTA LAKE IRRIGATION DISTRICT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, July 11, 2012 4:23 PM
To: 'pedro.garcia@co.hidalgo.tx.us'; 'Noe Montez'; 'Robert.elizondo'
Cc: 'andrea@deltalakeid.org'
Subject: Delta Lake Irrigation District

Importance: High

Gentlemen:
Please let this serve as an official notice that the intent to enter into an "Interlocal" with Delta Lake Irrigation District for the purposes of irrigating approximately 30 acres of Delta Lake Park grounds was not successful.

In sending the revised Interlocal to Delta Lake Irrigation District's General Manager for his review as to form of document for possible consideration resulted with the conclusion that due to their current water situation the district is facing themselves with, the district will not be able to enter into this agreement. They would only be able to serve its current customers.

I was previously advised of this possibility back on Friday, June 1, 2012, while in correspondence with Ms. Perez while I was working with legal on the revisions to the document. Nonetheless, my purpose was to have them review the revised document for possible consideration, however, it did not result in that.

Therefore, I will be placing an agenda item to rescind action previously taken back on January 24, 2012 of the request to enter into an agreement with the district.

Please call me should there be any questions regarding this notice.

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

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 11:15 AM
To: 'andrea@deltalakeid.org'
Subject: FW: Delta Lake Irrigation District-Interlocal
Attachments: DELTA LAKE IRRIGATION DISTRICT-0620.pdf

Importance: High

Good Morning Ms. Perez:
At this time I am following up on the matter of the draft agreement so as to inform Precinct One of the status. It is with the upmost respect towards the Delta Lake Irrigation District in allowing and considering the Precinct's request so as to be prepared during these months that arises concerns to the County.

It is greatly appreciated if you can please let me know if the draft agreement has been reviewed and considered by the general manager including the Delta Lake Irrigation District's Board. It is with great anticipation that we can proceed with this project with both parties approval.

I appreciate and thank you in advance for your reply on this pending matter.

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

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 20, 2012 10:49 AM
To: 'andrea@deltalakeid.org'
Subject: FW: Delta Lake Irrigation District-Interlocal
Importance: High

Good Morning Ms. Perez:
Attached is a draft agreement revised by the County's legal so as to have the Delta Lake Irrigation District General Manager review as to form of document for consideration of Precinct One's request.

Said revisions were made accordingly to previous correspondences with anticipation that this draft agreement is to the Delta Lake Irrigation District's approval of the document and services thus allowing me to proceed in placing an agenda item for Commissioners Court to take action and be prepared should the need of the services be necessary.

Please let me know if there are any additional concerns regarding the revised draft agreement so as to notify the County's legal attorney.

I thank you in advance for your assistance to this matter.

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

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, June 05, 2012 9:36 AM
To: 'Andrea Perez'
Cc: 'Martha Salazar'; 'Noe Montez'
Subject: RE: Delta Lake Irrigation District-Interlocal

Good Morning Ms. Perez:
Will have the document forwarded to legal for their assistance on the automatic renewal and I will get back to you as soon as possible with hopes that the general manager may consider in allowing this Interlocal to move forward.

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

From: Andrea Perez [mailto:andrea@deltalakeid.org]
Sent: Friday, June 01, 2012 3:16 PM
To: Evangelina Garcia
Subject: RE: Delta Lake Irrigation District-Interlocal

As per my conversation with our general manager, he is not willing to present the current draft contract to our board of directors if the contract still states that the contract expires at the end of this year. If there is still going to be a hassle of whether your commissioners court is willing to approve this contract each year, he is not willing to provide the services stated. He states that this contract should be auto-renewable, either way each party still has a 30 day written notice for termination. At the current water situation this district is facing, there might still be the possibility that the district will not even consider entering into such agreement with the county, serving only its currents customers. If you have any questions, please feel free to give me a call.

Thank you.

Andrea Perez
Tax Assessor/Collector
Delta Lake Irrigation District
10370 Charles Green Rd.
Edcouch, Texas 78538
Office: (956) 262-2101
Fax: (956) 262-5695
E-Mail: andrea@deltalakeid.org

AI-33593 **Purchasing Department 18. B. 2.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of an Interlocal Cooperation Agreement between County Of Hidalgo and Edcouch-Elsa Independent School District for the provision of assisting the School District in constructing two walking trails as identified under the following line item;

b. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of assistance by Hidalgo County to the Edcouch-Elsa Independent School District for the construction of two walking trails on the District campuses identified as Ybarra Middle School and Truan Middle School pursuant to the approval of the Interlocal Cooperation Agreement as stated above.

BACKGROUND

The "Ybarra Middle School" is located at 619 North Mile 17, Edcouch, Texas and the "Truan Middle School" is located at Mile 17 North, Elsa, Texas.

Interlocal Agreement has been reviewed and approved by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-223-00-121-054-0-000

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

BUDGETARY IMPACT:

Pct. 1 has received from Edcouch-Elsa School District a check in the estimated amount of $66,000.00 to be deposited into an escrow account. Any excess expenditures for this project will be billed by Pct. 1 to the ISD. Certification and appropriation of monies receipted will be presented to CC for approval at a later date.

Escrow acct # is 2-1200-223-00-121-054-0-000 "EEISD Walking Trail-Deferred Revenues".

Attachments

Interlocal Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:28 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:52 PM
Ivan Cantu	Ivan Cantu	08/10/2012 10:48 AM
Auditor's Office	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Vangie Garcia Started On: 08/06/2012 01:17 PM

Final Approval Date: 08/10/2012

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN

HIDALGO COUNTY AND EDCOUCH- ELSA INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the 14th day of August, 2012 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State of Texas;

WHEREAS, District is an independent school district located in Hidalgo County, Texas;

WHEREAS, District has requested that the County provide equipment, materials and manpower for a fee to assist District to construct two walking trails on the District campuses of Ybarra Middle School whose address is 619 North Mile 17, Edcouch, Texas and Truan Middle School whose address is Mile 17 North, Elsa, Texas as indicated in the photographs attached hereto as Exhibit "B" which both the District and the County would benefit from the outcome of the work (the 'Work");

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 et. seq.,which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

WHEREAS, Hidalgo County has determined it is feasible for Hidalgo County to undertake the Work.

NOW, THEREFORE, District and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow District to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to District utilizing any County equipment or materials, District shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials. Any request for use by County of District equipment and materials shall be subject to the approval of Commissioner of Precinct No.1 determining that such equipment and materials are not required by Precinct 1 for the times requested by the District.

2. County shall provide District with man power at the current hourly rates for individuals required to complete the Work. Prior to District utilizing County manpower, District shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees. Any request for use by District of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by the District are not required for projects of Precinct No. 1 at the time requested by District.

3. Prior to County commencing any Work, District shall escrow the amount of Sixty-Six Thousand ($66,000) and NO/100 Dollars, the County's estimate for such Work, with the Hidalgo County Treasurer (the "Escrow"). Once District deposits such Escrow with the County Treasurer, District agrees County may draw from the Escrow the costs of materials, equipment and personnel for such project. County's cost for the use of the equipment and personnel shall be on hourly basis as described in Exhibit A. In the event, the cost of the materials, equipment and personnel for any such project exceeds the amount of the Escrow (the "Excess") for such project, District agrees to make payments of the Excess to County within thirty (30) days of receipt of invoices from County for same. In the event the actual cost of the Project is finally determined to be less than the amount of the Escrow, County agrees to remit such difference to District.

4. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

5. The Agreement shall terminate on December 31, 2012, except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.

6. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the District within ten (10) working days for any on- going Work and before beginning any new Work.

7. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their 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 times such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 District:	Edcouch-Elsa Independent School District Attention: Frank Perez P.O. Box 127 Edcouch, Texas 78538
If to County:	Hidalgo County Attention: Ramon Garcia County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner Joel Quintanilla Hidalgo County Precinct One 1902 Joe Stephens Avenue Weslaco, Texas 78596

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 United States mail.

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment**. This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by the District and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

EDCOUCH ELSA INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

District Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

COSTS

DRIVER/OPERATOR	Hour	RATE
Paver	Hour	$18.99
Motor grader	Hour	$16.43
Pneumatic Roller	Hour	$12.14
Double Drum Roller	Hour	$10.58
Back Hoe	Hour	$12.50
Truck Driver	Hour	$12.50
Maintenance	Hour	$11.64
Bulldozer	Hour	$19.23
Excavator	Hour	$19.23



FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$8.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$40.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$6.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x26'x8'	to 870	Flat hull.	hour	$300.00

EXHIBIT
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FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.65
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$28.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$630.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy.		Does not include Clamshell & Dragline.	hour	$6.60
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	26 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in.			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$18.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 620	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		Insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 585		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 80	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	18 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$80.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1600		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 160	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	5 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 80	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$85.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$36.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 600	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses.	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	25 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$9.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	$9.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.50
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$18.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$55.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

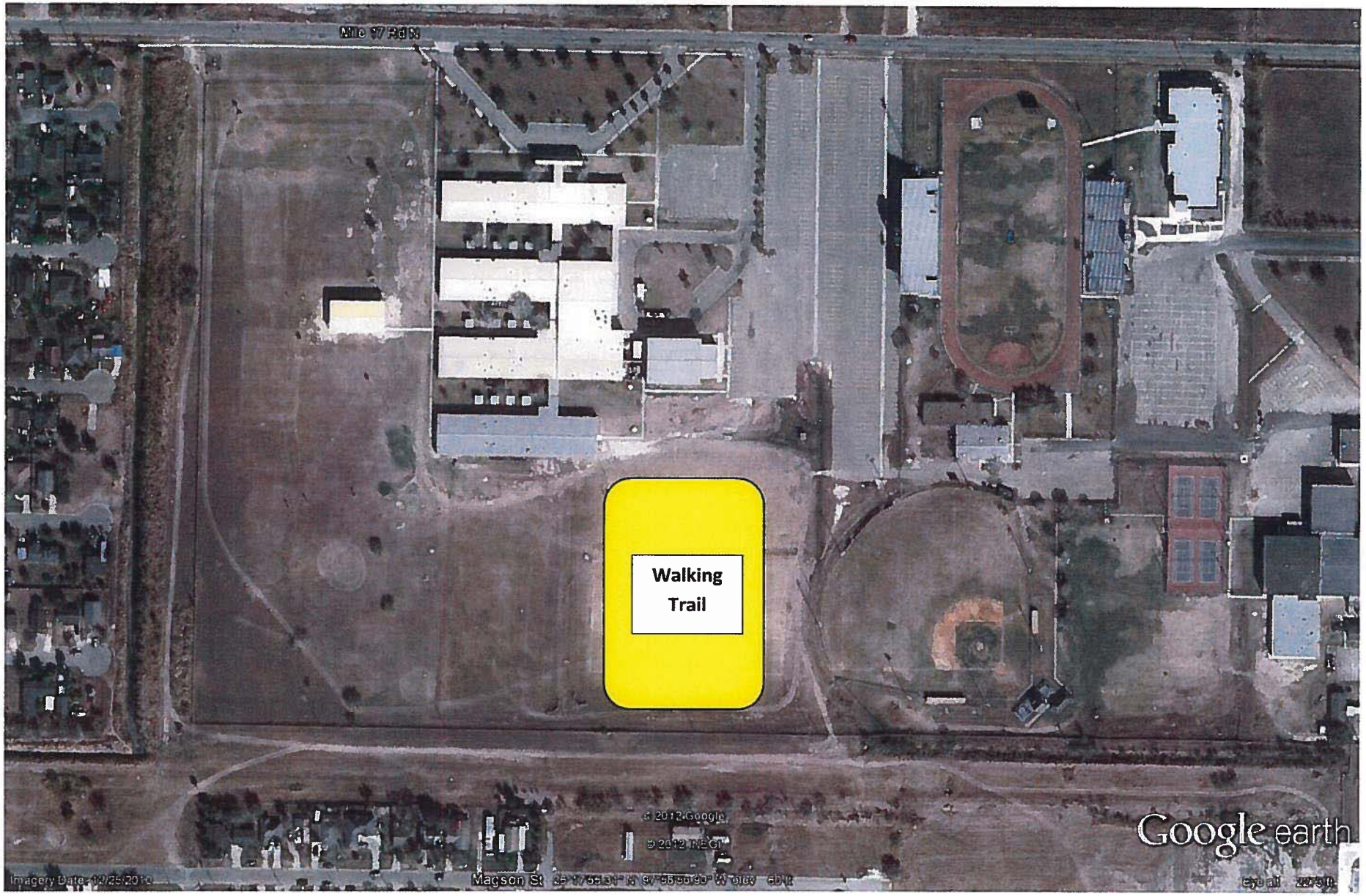
EXHIBIT B

LOCATION OF WALKING TRAILS



Location: Ybarra Middle School
Address: 619 North Mile 17
City: Edcouch, Texas

EXHIBIT
B



Location: Truan Jr. High School
Address: 700 E. Ciro Cazares St (Mile 17 North)
City: Elsa, Texas

EXHIBIT
B

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF

INTERLOCAL COOPERATION AGREEMENT

PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby Hidalgo County will provide Edcouch-Elsa Independent School District equipment, materials and manpower for a fee to construct two walking trails on the District campuses of Ybarra Middle School whose address is 619 North Mile 17, Edcouch, Texas and Truan Middle School whose address is Mile 17 North, Elsa, Texas (the "Work") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the Edcouch Elsa Independent School District.

By vote on **August 14, 2012**, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EDCOUCH - ELSA I.S.D. FINANCIAL CLEARING ACCT.

VENDOR COMPANY NAME	VENDOR NUMBER	VENDOR PHONE NO.	CHECK DATE	CHECK NO.
HIDALGO COUNTY PCT. 1	87862		08-07-2012	163366

INVOICE NUMBER	INVOICE DATE	PO/PA NUMBER	ACCOUNT CODE	PAYMENT AMOUNT
COOP AGMT		313166	199-51-6249.00-999-200071	66,000.00

TOTAL **66,000.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A SAFETY BACKGROUND AND MICROPRINT SIGNATURE LINES.

EDCOUCH - ELSA I.S.D.
FINANCIAL CLEARING ACCT.
P.O. BOX 127
EDCOUCH, TX 78538
(956) 262-2136

FIRST NATIONAL BANK

163366

VENDOR NUMBER	DATE	CHECK NUMBER
87862	08-07-2012	163366

VOID AFTER 90 DAYS

PAY *****66,000 DOLLARS AND *00*CENTS

AMOUNT
**66,000.00

TO THE ORDER OF
HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS AVE
WESLACO, TX 78596

FINANCIAL CLEARING FUND

PRESIDENT MP

BUSINESS MANAGER MP

⑈163366⑈ ⑆114921415⑆ ⑈050 203 0⑈

Evangelina Garcia

From: Heather De La Garza [hdelagarza@atlashall.com]
Sent: Wednesday, August 08, 2012 1:44 PM
To: 'Evangelina Garcia'
Cc: 'Martha Salazar'; 'Steve Crain'; 'Joann'
Subject: RE: ILA with EE ISD

Vangie,

It is approved. Ask Pct. 1 to call EE ISD and ask them for the "Attention:" person in the Notice section.

Regards,
Heather

Heather De La Garza
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address hdelagarza@atlashall.com

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From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, August 08, 2012 12:25 PM
To: 'Heather De La Garza'
Cc: 'Martha Salazar'; 'Steve Crain'; 'Joann'
Subject: FW: ILA with EE ISD

Ms. De La Garza:
I am attaching the signed document (see attachment titled "document") as received by the Precinct earlier today so as to attach to the agenda. I did review it the document and is the same as prepared by you. No changes were made to it other than it has the signatures and the date, therefore, can you please submit legal's approval as to form of document. Oh, the Precinct also provided a copy of the check in the amount stipulated in the Interlocal which will be part of the supporting documentation to the agenda.

I thank you in advance for your help.

AI-33567 **Purchasing Department** **18. B. 3.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request to Hidalgo County Auditor with approval to process and issue immediate check(s) prior to services being rendered pursuant to Architectural Barriers Administrative Rules 68.80(g) (see supporting documentation) through PO#s 678781-925.00 and 678780-$950.00 respectively issued to Mr. Anthony Covacevich-Registered Accessibility Specialist-designated by Texas Department of Licensing and Regulation in order to permit the processing of: the Project Filing-Plan Review and Inspection for the "Construction Of A New Constable Building-Pct. #1" and the "Parking Lot/Off-Site Drainage" for compliance with ABA rule 68.50(a)(c).

BACKGROUND

According to the "Architectural Barriers Administration Rules", said fees are non refundable and must be paid prior to services being performed-please refer to the **Architectural Barriers Administration Rules under 68.80-(g).**

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

PO #678781 for Anthony Covacevich Consultants-Amount available as of 8-3-12 $925.00.
PO #678780 for Anthony Covacevich Consultants-Amount available as of 8-3-12 $950.00.

Attachments

Supporting Documentation

Memo To Auditor

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/03/2012 10:38 AM
Budget & Management	Merlen P. Munoz	08/03/2012 02:09 PM
Ivan Cantu	Ivan Cantu	08/03/2012 04:35 PM
Auditor's Office	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Vangie Garcia Started On: 08/02/2012 02:06 PM

Final Approval Date: 08/10/2012

Purchase Order

COUNTY OF HIDALGO

PO#: 678781

DATE: 07/30/12

Needed 07-24-12

VENDOR: 89931 REQ:00219991
FAX (956)968-2484 Email:
Phone:(956)279-0910
ANTHONY COVACEVICH CONSULTANTS
401 SOUTHGATE CIRCLE
WESLACO TX 78596
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT

Special Instructions: Contract No:
REQ 658

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		
		PROJECT#EABPRJB2812982		
1	EACH	OM PROJECT FILLING (RAS FEES FOR CONSTABLE PCT1-PARKING LOT AND OFF-SITE DRAINAGE...	175.00	175.00
1	EACH	OM PLAN REVIEW	350.00	350.00
1	EACH	OM INSPECTION	400.00	400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		925.00
		********** For Hidalgo County use only **********		
		2-1336-421-00-220-042-0-720 925.00		
		Approved		

Authorized by: Martha L. Salazar

Construction of New Office for Hidalgo County Constable Pct. 1

Architectural Barriers Adopted Rules
The Texas Commission of Licensing and Regulation (Commission)

Registered Accessibility Specialist FEES.

Inspector	BUILDING	Plan Review	Project Filing	Inspection	TOTAL
Anthony Covacevich	Constable Pct 1 -Parking Lot	350.00	175.00	400.00	925.00

Purchase Order

COUNTY OF HIDALGO

PO#: 678780

DATE: 07/30/12

Needed 07-24-02

VENDOR: 89931 REQ:00219990
FAX (956)968-2484 Email:
Phone:(956)279-0910
ANTHONY COVACEVICH CONSULTANTS
401 SOUTHGATE CIRCLE
WESLACO TX 78596
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT

Special Instructions: REQ 657
Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		PROJECT # EABPRJB2812982		
1	EACH	OM PLAN REVIEW (RAS FEES-NEW CONSTABLES OFFICE)...	450.00	450.00
1	EACH	OM INSPECTION	500.00	500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		950.00

****
For Hidalgo County use only
2-1336-421-00-220-042-0-720 950.00

Approved

Authorized by: Martha L. Salazar mld

Construction of New Office for Hidalgo County Constable Pct. 1

Architectural Barriers Adopted Rules
The Texas Commission of Licensing and Regulation (Commission)

Registered Accessibility Specialist FEES.

Inspector	BUILDING	Plan Review	Inspection	TOTAL
Anthony Covacevich	Constable Offices	450.00	500.00	**950.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME: MONTALVO INS AGENCY INC	
DELTA GENERAL AGENCY PO BOX 2045	PHONE (A/C, No, Ext): 956-968-5521	FAX (A/C, No): 956-969-9198
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
HOUSTON TX 77252	INSURER A: CENTURY SURETY COMPANY	36951
INSURED	INSURER B:	
COVACEVICH,ANTHONY 401 SOUTHGATE CIRCLE	INSURER C:	
	INSURER D:	
	INSURER E:	
WESLACO TX 78596	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		CCP765680	05/16/2012	05/16/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HWY 281

EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State Farm®

State Farm Mutual Automobile Insurance Company

8900 Amberglen Boulevard
Austin TX 78729-1110

AT2 21AA -6040 A

002637 0008
COVACEVICH, ANTHONY & LETICIA
401 SOUTHGATE CIR
WESLACO TX 78596-7024

ST69-
0102-K09C5H

RENEWAL CERTIFICATE **PERSONAL AUTO POLICY DECLARATIONS**

POLICY NUMBER 071 7105-B21-53H

POLICY PERIOD FEB 21 2012 to AUG 21 2012 at 12:01 A.M., Standard Time at the address of the named insured as stated herein.

***** Your policy has the Guaranteed Renewal Endorsement. *****

DATE DUE **PLEASE PAY THIS AMOUNT**

THIS IS NOT A BILL.

Your premium has already been adjusted by the following:

Premium Reductions(by vehicle)

2,3	Multiple Line	166.06
2	Multicar	64.37
2,3	Antitheft	29.13
2,3	Vehicle Safety	18.82
2,3	Renewal	166.92

Surcharges(by vehicle)

	Accident Record	67.57

Your premium is based on the following . . . If not correct, contact your agent.

VEHICLE	VEHICLE DESCRIPTION	VEHICLE IDENTIFICATION NUMBER
2	2002 TOYOTA AVALON	4T1BF28B42U222752
3	2008 DODGE DAKOTA	1D7HE38K58S570187

COVERAGES		PREMIUMS			
See policy for explanation of coverages.		Vehicle 2	Vehicle 3		
A	Liability Bodily Injury 500,000/500,000	103.12	266.67		
	Property Damage 500,000	56.80	146.89		
B2*	Personal Injury Protection 5,000	25.81	37.28		
D1	200 Deductible Other Than Collision	95.47	110.62		
D2	500 Deductible Collision	51.53	114.33		
H120	Emergency Road Service	3.41	3.41		
R35	Rental Reimbursement	22.14	22.14		
C	Uninsured, Underinsured Motorist:				
	Bodily Injury 100,000/300,000	36.16	36.16		
	Property Damage 100,000	27.81	27.81		
565A	Death Indemnity	4.00			
	Renewal Premium Per Vehicle	$426.25	$765.31		

Total Premium $1,191.56

Thanks for letting us serve you..

Agent Telephone RUBEN CARDENAS (956)968-4554

85 7679 6421

See reverse side for important information.

Please keep this part for your record.

State Farm®

State Farm Mutual Automobile Insurance Company

8900 Amberglen Boulevard
Austin TX 78729-1110

ST1-0202-010008

RENEWAL CERTIFICATE

POLICY NUMBER 071 7105-B21-53H

CONTINUED FROM FIRST PAGE

VEH	CLASS/ TERRITORY	DRIVER DESCRIPTION	ORDINARY USE OF VEHICLE
2	5A 0 0 Terr Code 57 HIDALGO COUNTY	As of FEB 21 2012 our records show the principal driver of this vehicle will be age 60.	Pleasure/not to work or school.
3	5E 1 0 Terr Code 57 HIDALGO COUNTY	As of FEB 21 2012 our records show the principal driver of this vehicle will be age 57.	Business.

** National average is 12,000 miles driven annually per vehicle.*

ADDITIONAL POLICY INFORMATION

Your premium has been adjusted on our make and model rating plan. Please see the premium adjustment message on the back of this notice for explanation.

Your State Farm Payment Plan number is 0048569525.

EXCEPTIONS AND ENDORSEMENTS

CAR 2,3
593E TEXAS PERSONAL AUTO POLICY - AMENDATORY ENDORSEMENT: CHANGE DEFINITIONS, DUTIES, PARTS A AND D.
6091K CERTIFICATE OF GUARANTEED RENEWAL.
6943P AMENDATORY ENDORSEMENT.
6943PP AMENDATORY ENDORSEMENT -EFF FEB 21 2012.
523C RENTAL REIMBURSEMENT COVERAGE.
573A SUPPLEMENTARY DEATH BENEFIT.
CAR 2
565 AUTO DEATH INDEMNITY AND TOTAL DISABILITY COVERAGES.
565A COVERAGE A-DEATH INDEMNITY

PERSONS INSURED-COVERAGE 565-A	AMOUNT
COVACEVICH, A	$10,000
COVACEVICH, L G	$10,000

Agent: RUBEN CARDENAS
Telephone: (956)968-4554

Affidavit & Indemnity Agreement

Date: July 25, 2012

Affiant: Anthony Covacevich

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Anthony Covacevich states he/she is a sole proprietor doing business as Anthony Covacevich Consultants with Hidalgo County under Contract # N/Z dated N/A. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order # 219990 as approved on 219991.

Affiant further states that he/she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Anthony Covacevich

Printed Name of Affiant: Anthony Covacevich dba Anthony Covacevich Consultants

SWORN AND SUBSCRIBED TO under oath before me on July 27,2012

Notary Public, State of Texas

SYLVIA ANCISO
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-27-2015

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, July 30, 2012 10:05 AM
To: 'Evangelina Garcia'
Subject: FW: Anthony Covacevich-Insurance Documentation

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, July 30, 2012 9:48 AM
To: 'Martha Salazar'
Subject: RE: Anthony Covacevich-Insurance Documentation

Insurance appears OK

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, July 30, 2012 9:23 AM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'; 'Moises Salazar'
Subject: FW: Anthony Covacevich-Insurance Documentation
Importance: High

Mr. Crain:
As is required by Texas Commission of Licensing and Regulation Commission, HC needs to engage a Registered Accessibility Specialist to provide services. We have selected from the State's list of qualified RAS. This will be finalized through a Purchase Order. Mr. Covacevich has submitted his insurance certificates for our review including his affidavit as a sole proprietor (for Workers Compensation exception purposes). Please review and comment as to acceptability of coverage as we do not provide our Exhibit C Insurance Requirements to these professionals since we are going through a PO. Let us kow.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, July 30, 2012 8:43 AM
To: 'Martha Salazar'
Cc: 'Moises Salazar'
Subject: Anthony Covacevich-Insurance Documentation

Marty:
Attached for legal's review are the insurance documentation as submitted by Anthony Covacevich. There is the need to proceed with the registered accessibility specialist so as to allow him to provide the services in connection to the Constable's Construction Building as required by the Texas Commission of Licensing and Regulation Commission.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856

Texas Department of Licensing and Regulation

P. O. Box 12157 Austin, Texas 78711
800-803-9202 / TDD: 800-735-2989

License Data Search Results: Search Again | Back

Registered Accessibility Specialists 8 Records Found

License#	Exp Date	Name	City	Zip	County	Phone
RAS - 97	02/27/2013	COVACEVICH, ANTHONY	WESLACO TX	78596	HIDALGO	(956) 279-0910
RAS - 131	02/10/2012 Expired	GUERRERO, JOSE R	MCALLEN TX	78501	HIDALGO	(956) 279-5584
RAS - 158	01/11/2013	SAENZ, ROBERT J	MCALLEN TX	78504	HIDALGO	(956) 533-9838
RAS - 257	07/07/2013	MOLINA, RODOLFO R JR	MCALLEN TX	78501	HIDALGO	(956) 688-5656
RAS - 413	03/09/2011 Expired	THOMPSON, LARRY E	PHARR TX	78577	HIDALGO	(956) 207-0590
RAS - 1019	11/18/2012	HERNANDEZ, ROBERTO	MISSION TX	78572	HIDALGO	(956) 451-6146
RAS - 1020	08/17/2012	GAMA, JUAN	MCALLEN TX	78504	HIDALGO	(956) 607-8059
RAS - 1230	11/09/2012	MENDEZ, JOSE LUIS JR	SAN JUAN	78589	HIDALGO	(956) 342-6460

If license not found, please contact Customer Service at 800-803-9202

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tdlr Texas Department of Licensing and Regulation
P. Box 12157 Austin, Texas 78711
800-803-9202 / TDD: 800-735-2989

Texas Department of Licensing and Regulation
AB Result Listing

The following data reflects some of the current information available to the Department for the referenced construction project and may include corrections to the original registration. This document can be used in lieu of the AB Project Confirmation Page as verification of registration.

Project Number:	EABPRJB2812982	Estimated Start Date:	06/01/2012
Current/Last Action:	Project Filing Fee Received	Estimated Completion:	03/01/2013
Status:	Project Logged	Estimated Cost:	$700,000.00
Plan Review By:		Job Class:	New Construction
		Owner Class:	Public

Project Name:	Hidalgo County Pct. 1 Constable Office
Project Address:	1900 Joe Stephens Blvd.
City:	Weslaco Zip: 78596 County: Hidalgo
Scope of Work:	4,400 sf building with mep installations. Parking and sidewalks by others
Building/Facility Name:	Constable's Office
Tenant:	
Owner:	County Of Hidalgo
Design Firm:	Alcocer Garcia Associates Inc.

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Architectural Barriers Administrative Rules

You can **download the entire Architectural Barriers Rules document** (73kb) as an Adobe PDF file, suitable for printing. **Acrobat Reader** is necessary to view.pdf files. If you need to obtain a copy of this program it is available as a free download for Windows or Macintosh operating systems.

ELIMINATION OF ARCHITECTURAL BARRIERS

Administrative Rules of the Texas Department of Licensing and Regulation16 Texas Administrative Code, Chapter 68

Effective March 15, 2012

TABLE OF CONTENTS

68.1. **Authority**
68.10. **Definitions**
68.20. **Buildings and Facilities Subject to Compliance with the Texas Accessibility Standards**
68.30. **Exemptions**
68.31. **Variance Procedures**
68.50. **Submission of Construction Documents**
68.51. **Review of Construction Documents**
68.52. **Inspections**
68.53. **Corrective Modifications Following Inspection**
68.54. **Review and Inspection of Buildings and Facilities with an Estimated Construction Cost of Less than $50,000 or Not Subject to the Act**
68.55. **Preliminary Plan Reviews**
68.60. **Notice of Substantial Compliance**
68.65. **Advisory Committee**
68.70. **Registered Accessibility Specialists--Qualifications for Certification**
68.73. **Registration Requirements--Renewal**
68.74. **Continuing Education**
68.75. **Responsibilities of the Registered Accessibility Specialist**
68.76. **Standards of Conduct for the Registered Accessibility Specialist**
68.79. **Contract Providers**
68.80. **Fees**
68.90. **Administrative Sanctions or Penalties**
68.93. **Complaints, Investigations, and Audits**
68.100. **Technical Standards and Technical Memoranda**
68.101. **State Leases**
68.102. **Public Right-of-Way Projects**

68.1. Authority. *(Effective June 1, 1994, 19 TexReg 3485, amended effective December 5, 1999, 24 TexReg 10855; repealed effective November 5, 2001, 26 TexReg 8807; new rule section effective November 5, 2001, 26 TexReg 8807; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884)*

These rules are promulgated under the authority of Texas Government Code, Chapter 469, Elimination of Architectural Barriers, and Texas Occupations Code, Chapter 51.

68.10. Definitions. *(Effective June 1, 1994, 19 TexReg 3485; amended effective December 5, 1999, 24 TexReg 10855; amended effective June 26, 2000, 25 TexReg 6122; repealed effective November 5, 2001, 26 TexReg 8807, new rule section effective November 5, 2001, 26 TexReg 8807; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884; amended effective March 15, 2012, 37 TexReg 677)*

The following words and terms, when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise.

(1) **Act**--Texas Government Code, Chapter 469, Elimination of Architectural Barriers (the Texas Architectural Barriers Act).

(2) **Building--**Any structure located in the State of Texas that is used and intended for supporting or sheltering any use or occupancy.

(3) **Commencement of Construction**--The date of placement of engineering stakes, delivery of lumber or other construction materials to the job site, erection of batter boards, formwork, or other construction related work.

(4) **Completion of Construction**--The date when a construction project results in occupancy or the issuance of a certificate of occupancy. For public roadway projects, completion of construction occurs upon final payment and release of the contractor performing the work or, if the work is performed by public employees, removal of barricades and opening of all traffic lanes for use.

(5) **Construction Documents**--Documents used for the construction of a building or facility, including working drawings, plans, specifications, addenda, change orders, and other supplemental documents issued for the purpose of construction.

(6) **Contract Provider--**The state agency or political subdivision under contract with the department to perform plan reviews, inspections, or both.

(7) **Crosswalk--**That part of a roadway where motorists are required to yield to pedestrians crossing, as defined by state and local regulations, whether marked or unmarked.

(8) **Curb Line**--A line that represents the extension of the face of the curb and marks the transition between the sidewalk and the gutter or roadway at a curb ramp or flush landing.

(9) **Designated Agent--**An individual designated in writing by the owner to act on the owner's behalf.

(10) **Element--**An architectural or mechanical component of a building, facility, space, or site, e.g., telephone, curb ramp, door, drinking fountain, seating, or water closet.

(11) **Facility**--All or any portion of buildings, structures, site improvements, elements, and pedestrian routes or vehicular ways located on a site: including complexes, equipment, roads, walks, passageways, parking lots, or other real property subject to the Act.

68.80. Fees. *(Effective June 1, 1994, 19 TexReg 3485; amended effective October 1, 1995, 20 TexReg 7279; amended effective May 6, 1998, 23 TexReg 4263; amended effective December 5, 1999, 24 TexReg 10855; amended effective April 18, 2000, 25 TexReg 3248; amended effective December 1, 2000, 25 TexReg 10729; amended effective September 1, 2001, 26 TexReg 6011; emergency adoption effective November 7, 2001, expiration date, March 6, 2002; amended effective May 7, 2002, 27 TexReg4565; amended effective September 1, 2003, 28 TexReg 7364; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884; amended effective March 15, 2012, 37 TexReg 677)*

(a) Fees collected by the department will be assessed according to the fee schedule. Plan review and inspection fees collected by the department shall be determined by the estimated cost of construction for the project, not including site acquisition, architectural, engineering or consulting fees, furnishings, or equipment that is not part of the building mechanical systems. Fee Schedule:

- **Estimated Construction Cost-50,000 - 200,000** - Plan Review Fee-250; Project Filing Fee-$175; Inspection Fee-$350
- **Estimated Construction Cost-200,001 - 500,000** - Plan Review Fee-$315; Project Filing Fee-$175; Inspection Fee-$375
- **Estimated Construction Cost-500,001 - 1,000,000** - Plan Review Fee-$380; Project Filing Fee-$175; Inspection Fee-$400
- **Estimated Construction Cost-1,000,001 - 5,000,000** - Plan Review Fee-$445; Project Filing Fee-$175; Inspection Fee-$445
- **Estimated Construction Cost-5,000,001 - 10,000,000** - Plan Review Fee-$575; Project Filing Fee-$175; Inspection Fee-$575
- **Estimated Construction Cost-10,000,001 - 15,000,000** - Plan Review Fee-$620; Project Filing Fee-$175; Inspection Fee-$620
- **Estimated Construction Cost-15,000,001- 25,000,000** - Plan Review Fee-$785; Project Filing Fee-$175; Inspection Fee-$785
- **Estimated Construction Cost-25,000,001 - 50,000,000** - Plan Review Fee-$955; Project Filing Fee-$175; Inspection Fee-$955
- **Estimated Construction Cost-50,000,001 - 75,000,000** - Plan Review Fee-$1175; Project Filing Fee-$175; Inspection Fee-$1175
- **Estimated Construction Cost-> 75,000,000** - Plan Review Fee - Contact TDLR; Project Filing Fee-$175; Inspection Fee-Contact TDLR

- **Late Project Filing Fee**: $300
- **Preliminary Review Fee**: $145 each
- **State Lease Inspection (no construction)**: $225 per lease
- **Special Inspection Fee**: $215 per hour, one hour minimum
- **Variance Application Fee**: $175 each
- **Variance Appeal Fee**: $200 each
- **Texas Accessibility Academy Fee**: $150

Registered Accessibility Specialist Fees:

- Application for Certificate of Registration: $300
- Registration Renewal: $250
- Wall Certificate Duplicate or Replacement: $25
- Wallet Card Duplicate or Replacement: $25

(b) When the estimated construction cost is less than $50,000, and the project is registered with the department for plan review, inspection, or plan review and inspection, the following shall apply:

(1) the project filing fee and a $200 plan review fee shall be paid for registration and review only;

(2) the project filing fee and a $200 inspection fee shall be paid for registration and inspection only;

(3) the project filing fee, a $200 plan review fee, and a $200 inspection fee shall be paid for registration, plan review, and inspection; or

(4) for projects submitted to a registered accessibility specialist or a contract provider, only the project filing fee is required.

(c) When a project is not subject to the Act and is registered with the department for plan review, inspection, or for plan review and inspection, the following shall apply:

(1) the project filing fee and applicable plan review fee shall be paid for plan review services only;

(2) the project filing fee, and applicable inspection fee shall be paid for inspection services only;

(3) the project filing fee, applicable plan review fee, and applicable inspection fee shall be paid for plan review and inspection services; or

(4) for projects submitted to a registered accessibility specialist or a contract provider, only the project filing fee is required.

(d) When a project is registered with the department for preliminary review, the preliminary plan review fee shall be paid.

(e) When a project is registered with the department after completion of construction, the late project filing fee and other applicable fees shall apply. The late project filing fee is in addition to the plan review fee and is required to be paid to the department for projects submitted to the department, a registered accessibility specialist, or contract provider. This fee is applicable when projects are registered after the completion of construction and is in lieu of the project filing fee.

(f) Late renewal fees for registrations issued under this chapter are provided under §60.83 of this title (relating to Late Renewal Fees).

(g) All fees are non refundable and must be paid prior to service being performed.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Ray Eufracio, CPA
Hidalgo County Auditor

Attn: Linda Fong, First Assistant County Auditor
Hidalgo County Auditor Office

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: August 3, 2012

Re: Immediate Checks to Registered Accessibility Specialist-Anthony Covacevich Consultants-Required Architectural Barriers Administrative Rules-Plan Review & Inspection-Const. Pct. #1-New Building & Parking Lot Project

We are requesting the immediate issuance of two (2) checks made payable to Anthony Covacevich Consultants in connection with required Plan Review and Inspection of the construction of a new building and parking lot improvement for Constable in Precinct #1. The checks required are detailed in the Purchase Orders attached:

P.O.#678781-$925.00 P.O.#678780-$950.00

In addition, a copy of the Architectural Barriers Administrative Code is provided which confirm the necessity to issue payment prior to the rendering of the services.

Attachments

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-33619 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Faustino Jaime

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:33 AM
Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Aida Alvarez Started On: 08/08/2012 09:52 AM

Final Approval Date: 08/10/2012

AI-33620 **Open Session 21. C.**

CC REGULAR

Meeting Date: 08/14/2012

Department Head: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

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Purchasing Department	Angela Garcia	08/10/2012 05:07 PM

Form Started By: Aida Alvarez Started On: 08/08/2012 09:54 AM

Final Approval Date: 08/10/2012