AI-21649 **2.A.**

Intradepartmental transfer

CC CONSENT

Date:	06/22/2010
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Tony Pena
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-00-300-023-0-XXX

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

BUDGETARY IMPACT:

613-->540 $ 400.00; Funds available as of 06/16/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 07:57 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2010 03:26 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: SANDRA DELEON Started On: 06/14/2010 09:31 AM

Final Approval Date: 06/18/2010

DATE: June 22, 2010

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

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

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

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Intradepartmental transfer/s (increase/decrease) in accorda

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
613	Safety Supplies	540	Advertising

TOTAL

REASON: Request for transfer is to pay for advertising done for tower leases.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUN**

ance with

AMOUNT
$ 400.00
$ 400.00

ITY CLERK

AI-21653 **2.B.**

Line Item Transfer

CC CONSENT

Date:	06/22/2010
Submitted By:	Alma Ybarra, FACILITIES MANAGEMENT
Submitted For:	Alma Ybarra
Department:	FACILITIES MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 6-15-2010

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 07:58 AM	APRV
2	JC Carreon	JC Carreon	06/15/2010 08:38 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Alma Ybarra Started On: 06/14/2010 01:59 PM

Final Approval Date: 06/18/2010

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: June 14, 2010

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

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

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
529	NOTARY	630	FOOD	200.00
605	CLOTHING	630	FOOD	700.00
			TOTAL	$900.00

REASON: FUNDS NEEDED TO PURCHASE GATORADE FOR EMPLOYEES WORKING OUTDOORS.

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-21686 **2.C.**

Budget Line Item Transfer

CC CONSENT

Date:	06/22/2010
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - I. T. Dept (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-200-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 6/18/10.

Attachments

Link: intradept trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 02:28 PM	APRV
2	Veronica Ortiz	Angela Garcia	06/16/2010 03:00 PM	APRV
3	Erika Zamora	Erika Zamora	06/18/2010 04:14 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Edna Kirby

Started On: 06/16/2010 01:34 PM

Final Approval Date: 06/18/2010

DATE: June 2, 2010

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 0-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
747	IT COUNTYWIDE SOFTWARE	431	IT COUNTYWIDE BLDG&OTHER STRUC R&M SRV	$20,000.00
747	IT COUNTYWIDE SOFTWARE	432	IT COUNTYWIDE EQUIP&VEH R&M SRV	20,000.00
747	IT COUNTYWIDE SOFTWARE	748	IT COUNTYWIDE OTHER EQUIPMENT	$14,187.00
			TOTAL	**$54,187.00**

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21712 **2.D.**

Line Item Transfer

CC CONSENT

Date: 06/22/2010
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Available account balance as of 6/17/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/17/2010 08:35 AM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 09:33 AM	APRV
3	JC Carreon	JC Carreon	06/17/2010 03:13 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Virginia Rodriguez Started On: 06/17/2010 08:31 AM

Final Approval Date: 06/18/2010

DATE: JUNE 16, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 0-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-423-21-280-002-0-	332-HOSPITAL SERVICES	→	0-1100-423-21-280-002-0-	811-LICENSES & PERMITS	500.00
		→			
		→			
		→			
		→			
		→			
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
- - - - - - -		→	- - - - - - -		
			T O T A L		$500.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR A RENEWAL PERMIT

FOR NON-REGISTER RADIOLOGIC TECHNICIANS FOR SOME NURSES.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-21677 **2.E.**

Elections Dept- LIT

CC CONSENT

Date:	06/22/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

630 --> 605 $28.29
Available balance as of 06/16/10

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	06/18/2010 08:47 AM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 09:09 AM	APRV
3	Ana Galvan	Anna Galvan	06/18/2010 02:52 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Veronica Lopez

Started On: 06/16/2010 08:26 AM

Final Approval Date: 06/18/2010

DATE: June 16, 2010

2010
Transfer

21677

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
630	Elections Dept- Food	605	Elections Dept- Clothing and Uniforms	28.29
			TOTAL	28.29

REASON:
Transfer needed for rain coat purchase (discrepancy).

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21660 **2.F.**

Line Item Transfer

CC CONSENT

Date:	06/22/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-260-001-0-XXX

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

BUDGETARY IMPACT:

$2,221.07 Available Balance as of 6/18/2010

Attachments

Link: LINE ITEM TRANSFER-601

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 02:51 PM	APRV
2	Veronica Ortiz	Angela Garcia	06/18/2010 08:13 AM	APRV
3	JC Carreon	JC Carreon	06/18/2010 09:11 AM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Sandra Garcia Started On: 06/15/2010 11:46 AM

Final Approval Date: 06/18/2010

DATE: June 15,2010

DEPARTMENT HEAD: Jose N. Pena

DEPARTMENT NAME: Right Of Way

ACCOUNT NUMBER: 0-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

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

FROM: TO:

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	631	BOTTLED WATER	1500.00
			TOTAL -->	1500.00

REASON: Funds are needed for future expenses/ invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

AI-21651 **2.G.**

Health Division - Program Income Line Item Trf

CC CONSENT

Date: 06/22/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services Department - PI (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

336-->748 - $ 9,012.00; Funding available as of 6/16/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 07:57 AM	APRV
2	Norma Silva	Norma Silva	06/16/2010 03:54 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Dan Beltran Started On: 06/14/2010 09:58 AM

Final Approval Date: 06/18/2010

Date: June 14, 2010
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 0-1293-441-00-340-005-0 - Progam Income Line Item Trf
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
0-1293-441-00-340-005-0-336	Computer Services	0-1293-441-00-340-005-0-748	Other Equipment	$ 9,012.00
			Amount	$ 9,012.00

Revenue Account
Amount Requested: $ 9,012.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-21695 **2.H.**

transfer - JP Pct. 2-1

CC CONSENT

Date: 06/22/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - J.P. Pct. 2, Pl.1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-063-001-0-XXX

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

BUDGETARY IMPACT:

529-->831 $ 300.00; funds available as of 06/18/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 04:04 PM	APRV
2	Ana Galvan	Anna Galvan	06/18/2010 03:44 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Monica Badillo Started On: 06/16/2010 03:09 PM

Final Approval Date: 06/18/2010

AI-21695

DATE: JUNE 15, 2010

DEPARTMENT HEAD: BOBBY CONTRERAS

DEPARTMENT NAME: JUSTICE OF THE PEACE, PCT. 2, PL. 1

ACCOUNT NUMBER: 0-1100-412-00-063-001-0

Contact Person: OFELIA ORTIZ FLORES Ph#: (956) 687-5088

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

Honorable Commissioners' Court of Hidalgo County

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE		AMOUNT
529	SURETY & NOTARY BONDS	831	~~INTERPETER SERVICES~~ Court Cost & Investigation	$300.00
			TOTAL	$300.00

REASON: NO MONIES ALLOCATED FOR Sign language services.

Bobby Contreras
DEPARTMENT HEAD SIGNATURE

06 / 15 2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6/15/10 BY:

AI-21714 **2.I.**

2010-Pct#1 Parks (1100)

CC CONSENT

Date: 06/22/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION
2010 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 6-18-2010

Attachments

Link: 2010-Pct#1 Parks (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 09:33 AM	APRV
2	Veronica Ortiz	Angela Garcia	06/18/2010 08:13 AM	APRV
3	JC Carreon	JC Carreon	06/18/2010 09:11 AM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Jorge Flores
Started On: 06/17/2010 08:54 AM

Final Approval Date: 06/18/2010

DATE: June 21, 2010 **MEETING REQUEST DATE:** June 30, 2010

DEPARTMENT HEAD: COMMISSIONER A.C CUELLAR, JR.

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 0-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
0	-1100	-452	-00	-121	-013	-0	890	Other	0	-1100	-452	-00	-121	-013	-0	540	Advertising	800.00
																		800.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

JOSEPH PALACIOS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-21682 **2.J.**

2010-Pct#1 Parks (1100)

CC CONSENT

Date: 06/22/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

890-->630 - $ 700.00; Funding available as of 6/16/10.
890-->665 - $ 1,000.00; Funding available as of 6/16/10.
890-->671 - $ 1,500.00; Funding available as of 6/16/10.

Attachments

Link: Parks transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 12:51 PM	APRV
2	Norma Silva	Norma Silva	06/16/2010 04:27 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Jorge Flores Started On: 06/16/2010 12:45 PM

Final Approval Date: 06/18/2010

DATE: June 21, 2010 **MEETING REQUEST DATE:** June 22, 2010

DEPARTMENT HEAD: COMMISSIONER A.C CUELLAR, JR.

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 0-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
0	-1100	-452	-00	-121	-013	-0	890	Other	0	-1100	-452	-00	-121	-013	-0	630	Food	700.00
0	-1100	-452	-00	-121	-013	-0	890	Other	0	-1100	-452	-00	-121	-013	-0	665	Minor Computer Equip.	1,000.00
0	-1100	-452	-00	-121	-013	-0	890	Other	0	-1100	-452	-00	-121	-013	-0	671	R&M Supplies bldg / other	1,500.00
																		3,200.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

JOSEPH PALACIOS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-21690 **2.K.**

2010 Pct. 1 C.A.P. (1312)

CC CONSENT

Date:	06/22/2010
Submitted By:	John Paul Lugo, COMM. PCT. #1
Submitted For:	John Paul Lugo
Department:	COMM. PCT. #1
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct. #1 C.A.P (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-319-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 6-16-2010

Attachments

Link: 2010 Pct. 1 C.A.P. (1312)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 02:35 PM	APRV
2	JC Carreon	JC Carreon	06/16/2010 04:08 PM	APRV
3	Auditor's Office	Angela Garcia	06/18/2010 05:18 PM	APRV

Form Started By: John Paul Lugo Started On: 06/16/2010 02:21 PM

Final Approval Date: 06/18/2010

AI # _____

DATE: June 16, 2010 **MEETING REQUEST DATE:** June 22, 2010

DEPARTMENT HEAD: COMMISSIONER A.C. CUELLAR, JR.

DEPARTMENT NAME: PCT #1 C.A.P.

ACCOUNT NUMBER: 0-1312-431-00-121-319-0-731

SUBJECT: Budget Line-Item Transfer(s)

JE #: _____

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
0	1312	-431	-00	-121	319	0	731	High Point/Roads	0	1312	-431	-00	-121	319	0	339	High Point/ Other Prof Srv	$ 853.67
																		853.67

REASON: TO COVER L & G ENGINEER LAB TESTING INVOICE 10-5-000013 IN REGARDS TO ROUND 3 C.A.P. PROJECT HIGH POINT SUBDIVISION.

JOSEPH PALACIOS

DEPARTMENT HEAD SIGNATURE

_____ / / _____

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-21747 **2.L.**

Budget Line-Item Transfer for R&B Staff

CC CONSENT

Date: 06/22/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $153,718.31 as of 6/18/2010
From 890 -----> 630 in the amount of $500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	06/18/2010 04:52 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2010 04:59 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/18/2010 04:43 PM

Final Approval Date: 06/18/2010

DATE: June 18, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road & Bridge Department

ACCOUNT NUMBER: 0-1200-431-00-122-006-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	630	FOOD	$500.00
			TOTAL	$500.00

REASON:
Transfer needed to cover any expected expenditures.

DEPARTMENT HEAD SIGNATURE

6/18/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21746 **2.M.**

Budget Line-Item Transfer for Sanitation Department

CC CONSENT

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $500.00 as of 06/18/2010
From 346 ----> 607 in the amount of $200.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	06/18/2010 04:53 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2010 04:59 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/18/2010 04:38 PM

Final Approval Date: 06/18/2010

DATE: June 18, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT NUMBER: 0-1100-432-00-122-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICE	607	HOUSEHOLD & JANITORIAL SUPPLIES	$200.00
			TOTAL	$200.00

REASON:
Transfer needed to cover expected expenditures for the CODE ENFORCEMENT OFFICERS.

DEPARTMENT HEAD SIGNATURE

6/22/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21744 **2.N.**

Budget Line-Item Transfer for disposal @ South Tower Multi-Purpose Center
CC CONSENT

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 06/18/2010
From 550 ----> 607 in the amount of $100.00
From 583 ----> 607 in the amount of $200.00
From 584 ----> 607 in the amount of $100.00
From 609 ----> 421 in the amount of $1,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	06/18/2010 04:44 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/18/2010 04:51 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/18/2010 04:14 PM

Final Approval Date: 06/18/2010

DATE: June 18, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
South Tower CRC Department

ACCOUNT NUMBER: 0-1100-466-00-122-082-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	PRINTING & BINDING	607	HOUSEHOLD & JANITORIAL SUPPLIES	$100.00
583	TRAVEL OUT OF COUNTY	607	HOUSEHOLD & JANITORIAL SUPPLIES	$200.00
584	REGISTRATION FEES	607	HOUSEHOLD & JANITORIAL SUPPLIES	$100.00
609	AGRI & LANDSCAPING SUPPLIES	421	DISPOSAL	$1,000.00
			TOTAL	**$1,400.00**

REASON:
Transfers needed to cover supplies and other needed material for the South Tower CRC.

DEPARTMENT HEAD SIGNATURE

6/18/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21716 **2.O.**

Pct #3 Transfer

CC CONSENT

Date: 06/22/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

890-->626 - $ 100,000.00; Funding available as of 6/18/10.
890-->664 - $ 5,000.00; Funding available as of 6/18/10.
890-->672 - $ 40,000.00; Funding available as of 6/18/10.
890-->711 - $ 15,000.00; Funding available as of 6/18/10.
890-->748 _ $ 5,000.00; Funding available as of 6/18/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 09:32 AM	APRV
2	Norma Silva	Norma Silva	06/18/2010 01:35 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Norma Ceballos Started On: 06/17/2010 09:10 AM

Final Approval Date: 06/18/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: 06/22/10

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	Pct #3 P/U Rd-Other	626	Pct #3 P/U Rd-Gasoline/Diesel	$ 100,000.00
890	Pct #3 P/U Rd-Other	664	Pct #3 P/U Rd-Other Minor Equip	$ 5,000.00
890	Pct #3 P/U Rd-Other	672	Pct #3 P/U Rd-Equip & Veh R&M Supplies	$ 40,000.00
890	Pct #3 P/U Rd-Other	711	Pct #3 P/U Rd-ROW	$ 15,000.00
890	Pct #3 P/U Rd-Other	748	Pct #3 P/U Rd-Other Equipment	$ 5,000.00
			TOTAL	**$ 165,000.00**

REASON: For Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21668 **2.P.**

Pct. #4 Administration (1200)

CC CONSENT

Date: 06/22/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

432-->622 $ 800.00; funds available as of 06/18/2010
442-->622 $ 1,500.00; funds available as of 06/18/2010
531-->622 $ 1,000.00; funds available as of 06/18/2010
745-->601 $ 500.00; funds available as of 06/18/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 02:52 PM	APRV
2	Ana Galvan	Anna Galvan	06/18/2010 10:54 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Jr. Munoz Started On: 06/15/2010 02:17 PM

Final Approval Date: 06/18/2010

DATE: June 15, 2010 **AI#** 21668

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 0-1200-431-00-124-005-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
432	Eguip & Vehicle R&M Services	622	Electricity	800.00
442	Equip & Vehicle Rentals	622	Electricity	1,500.00
531	Telephone	622	Electricity	1,000.00
745	Computer Equipment	601	Office & Computer Supplies	500.00
			TOTAL	3,800.00

REASON: To fund expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-21720 **2.Q.**

Pct. 4 R&B (1200)

CC CONSENT

Date: 06/22/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

731-->630 $ 500.00; funds available as of 06/17/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 11:12 AM	APRV
2	Ana Galvan	Anna Galvan	06/18/2010 02:32 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Jr. Munoz Started On: 06/17/2010 10:59 AM

Final Approval Date: 06/18/2010

AI-21720

DATE: June 17, 2010

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 0-1200-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads & Road Improvements	630	Food	500.00
			TOTAL	500.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21742 **3.A.**

Inter-Department Transfer for BCAP Round III Projects, Los Encinos #1 & Los Encinos #2

CC CONSENT

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 P/U:
Approval of 2010 interdepartmental transfer from Pct.2 P/U (program 006) into Los Encinos #1 Subd. (program 890) and Los Encinos #2 Subd. (program 891) in the total amount of $13,925.76.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $414,512.43 as of 06/18/2010.
0-1200-431-00-122-006-0-731 ----> 0-1200-431-00-122-890-0-731 in the amount of $8,308.68
0-1200-431-00-122-006-0-731 ----> 0-1200-431-00-122-891-0-731 in the amount of $5,617.08

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 04:26 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 04:40 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/18/2010 03:43 PM

Final Approval Date: 06/18/2010

DATE: June 18, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Border Colonia Access Program

ACCOUNT NUMBER: 0-1200-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1200-431-00-122-006-0-731	PCT2 P/U RD - ROADS	(13,925.76)
0-1200-431-00-122-890-0-731	LOS ENCINOS #1 SUBD - ROADS	$8,308.68
0-1200-431-00-122-891-0-731	LOS ENCINOS #2 SUBD - ROADS	$5,617.08
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 P/U into PCT2 P/U LOS ENCINOS SUBDVISION #1 & #2 BCAP PROJECTS. As per Katia Garcia 6/18/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21728 **3.B.**

Inter-Departmantal Transfer for Alamo Road Drainage Improvements Project w/ connection to Cesar Chavez Drain Drainage Project

CC CONSENT

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct.#2 CO 2009 Series (1339):
Approval of 2010 interdepartmental transfer within the Certificate of Obligations Series 2009, from Southfork Estates (program 040) into Cesar Chavez Drainage Improvement Project, (program 039) in the amount of $170,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

Funding available as of 06/18/2010.
0-1339-431-00-122-040-0-711 -----> 0-1339-431-00-122-039-0-733 in the amount of $70,000.00
0-1339-431-00-122-040-0-733 -----> 0-1339-431-00-122-039-0-733 in the amount of $100,000.00

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 04:04 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 04:18 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/18/2010 11:23 AM

Final Approval Date: 06/18/2010

DATE: June 18, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 0-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1339-431-00-122-040-0-711	CO2009 PCT2 SOUTHFORK ESTATES - ROW	(70,000.00)
0-1339-431-00-122-040-0-733	CO2009 PCT2 SOUTHFORK ESTATES - DRAINAGE	(100,000.00)
0-1339-431-00-122-039-0-733	CO2009-PCT2 CESAR CHVZ(1M E TOWER)-DRAIN	170,000.00
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
Transfer from CO2009 PCT2 SOUTHFORK ESTATES- into CESAR CHAVEZ DRAINAGE PROJECT - for Bid Recommendation for the Alamo road Drainage Improvements Project. (CCM 6/22/2010 AI-21726)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21734 **3.C.**

Precinct #3 R&B (1200) Interdepartmental Transfer

CC CONSENT

Date:	06/22/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2010 interdepartmental transfer from Precinct #3 Paved/Unpaved Road to Precinct #3 ICA W/ Palmview (Champion Lane) in the total amount of $21,610.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:
Available funds as of 6/18/10 is $102,356.16.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 03:12 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/18/2010 04:03 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Perla Lopez Started On: 06/18/2010 02:47 PM

Final Approval Date: 06/18/2010

INTER-DEPARTMENTAL TRANSFER

DATE: June 22, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Pct. #3 R&B (1200)

ACCOUNT NUMBER: 0-1200-431-00-123-0X5-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
0-1200-431-00-123-005-0-673	Pct. #3 P/U Rd - R&B R&M Supplies	(21,610.40)
TO:		
0-1200-431-00-123-085-0-841	Pct. #3 ICA W/Palmview (Champion Lane) - Aid to Govt Agencies	8,444.40
0-1200-431-00-123-085-0-673	Pct. #3 ICA W/Palmview (Champion Lane) - R&B R&M Supplies	13,166.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to cover the purchase of materials for the overlay of Champion Lane.
Interlocal Agreement with City of Palmview.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-21632 **3.D.**

Interdepartmental Transfer - Pct #4 R&B (1200)

CC CONSENT

Date: 06/22/2010

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 R&B:
Approval of 2010 interdepartmental transfer within Pct #4 (1200) from R&B (program 007) to Las Brisas (program 406 $200.00) and to Seminary Village Sub. (program 657 $400.00) in the total amount of $600.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Funding available as of 6-17-10.
0-1200-431-00-124-007-0-731-->0-1200-431-00-124-XXX-0-540 $600.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 07:55 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/17/2010 08:12 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Jr. Munoz — Started On: 06/11/2010 10:26 AM

Final Approval Date: 06/18/2010

DATE: June 21, 2010

2010
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road & Bridge

ACCOUNT NUMBER: 0-1200-431-00-124-007-0-XXX

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
0-1200-431-00-124-007-0-731	**Pct 4 P/U Rd - Roads**	**($600.00)**
To:		
0-1200-431-00-124-406-0-540	**Pct 4 Las Brisas - Advertising**	**$200.00**
0-1200-431-00-124-657-0-540	**Pct 4 Seminary Village Sub. - Advertising**	**$400.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover P.O. increase for The Monitor purchase order 639439.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21749 **3.E.**

Interdepartmental transfer for Co. Judge

CC CONSENT

Date:	06/22/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Co. Judge (1100):
Approval of 2010 interdepartmental transfer from Civil Service to Co. Judge's in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-X0-1X0-00X-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 6/18/10.

Attachments

Link: interdept trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 05:06 PM	APRV
2	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Erika Zamora Started On: 06/18/2010 05:02 PM

Final Approval Date: 06/18/2010

DATE: June 18, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Judge

ACCOUNT NUMBER: 0-1100-41X-X0-1X0-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-50-190-001-0- 333	CIVIL SERVICE	LEGAL SERVICES	(5,000.00)
TO			
0-1100-413-00-110-006-0- 341	CO JUDGE	DATA MGMT & PROCESSING	5,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund Hidalgo Co. Judges separate email.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-21751 **3.F.**

interdepartmental transfer from co. wide to arbitrage calculation acct. 1500.00 CC CONSENT

Date:	06/22/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Arbitrage Calculation (1100):
Approval of interdepartmental transfer from Co. Wide Adm. (Other) to Arbitrage Calculation in the amount of $ 1,500.00

BACKGROUND

Fiscal Impact

Attachments

Link: Transfer

Form Routing/Status

Form Started By: Monica Badillo	Started On: 06/18/2010 05:10 PM
Final Approval Date: 06/18/2010	

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: June 18, 2010

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 0-1100-415-XX-115-0XX-0-XXX

CONTACT PERSON: Monica Badillo **TELEPHONE NO.** X5404

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1100-415-00-115-002-0-890	Co. Wide Adm. Other	(1,500.00)
TO		
0-1100-415-19-115-020-0-339	Arbitrage Calculation Other Prof. Services	1,500.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON: To pay pending bill to Bond Logistix.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

BUDGET INTER-DEPARTMENTAL TRANSFER

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21752 **3.G.**

Interdepartmental transfer for Public Affairs

CC CONSENT

Date:	06/22/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Public Affairs (Executive Office) (1100):
Approval of 2010 interdepartmental transfer from Civil Service to Public Affairs in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2010	ACCT. #:	0-1100-41X-X0-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:
Funds available as of 6/18/10.

Attachments

Link: transfer

Form Routing/Status

Form Started By: Erika Zamora	Started On: 06/18/2010 05:14 PM
Final Approval Date: 06/18/2010	

DATE: June 18, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Affairs

ACCOUNT NUMBER: 0-1100-41X-X0-1XX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-50-190-001-0- 333	CIVIL SERVICE	LEGAL SERVICES	(5,000.00)
TO			
0-1100-413-00-125-002-0- 583	PUBLIC AFFAIRS	TRAVEL OUT OF COUNTY	1,000.00
0-1100-413-00-125-002-0- 584	PUBLIC AFFAIRS	REGISTRATION FEES	1,000.00
0-1100-413-00-125-002-0- 532	PUBLIC AFFAIRS	WIRELESS DEVICES	2,000.00
0-1100-413-00-125-002-0- 601	PUBLIC AFFAIRS	OFFICE & COMPUTER SUPPLIES	500.00
0-1100-413-00-125-002-0- 432	PUBLIC AFFAIRS	R&M SERV-EQUIP & VEH	500.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund operating budget for newly created dept.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-21699 **4.A.**

Planning Department

CC CONSENT

Date:	06/22/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat:
   a. Loma Verde Subdivision – Pct. 4 (Richard Ruppert)
   b. Cruz Subdivision – Pct. 4 (Pascual Cruz)

2. Final Approval of Subdivision Plat:
   a. Santos L. Salinas Subdivision – Pct. 4 (Santos Salinas)
   b. E.C.I.S.D. Elementary School No. 30 Subdivision – Pct. 4 (ECISD)
   c. E.C.I.S.D. Elementary School No. 5 Subdivision – Pct. 4 (ECISD)
   d. Amistad Subdivision – Pct. 3 (Pablo Munoz)

BACKGROUND

Fiscal Impact

Attachments

Link: Loma Verde; Preliminary
Link: Loma Verde; Plat
Link: Cruz Subdivision
Link: Cruz; Plat
Link: Santos Salinas; Final
Link: Santos Salinas; Plat
Link: ECISD No. 30
Link: ECISD No. 30; Plat
Link: ECISD No. 5; Final
Link: ECISD No. 5; Plat
Link: Amistad; Final
Link: Amistad; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 08:09 AM	APRV

2	Olga Garza	Olga Garza	06/17/2010 10:15 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Nora Cavazos Started On: 06/16/2010 04:01 PM

Final Approval Date: 06/18/2010

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **Loma Verde Subdivision – Pct. 4**
Preliminary Approval

Loma Verde Subdivision is a nineteen (19) lot subdivision located on the Southwest corner of Jesus Flores Road and Valdez Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 19, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Mile 22 ½ (Valdez Rd) and twenty (20) feet on Filegonia Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 22 ½ North Road that will serve as the primary source of water for the proposed development.

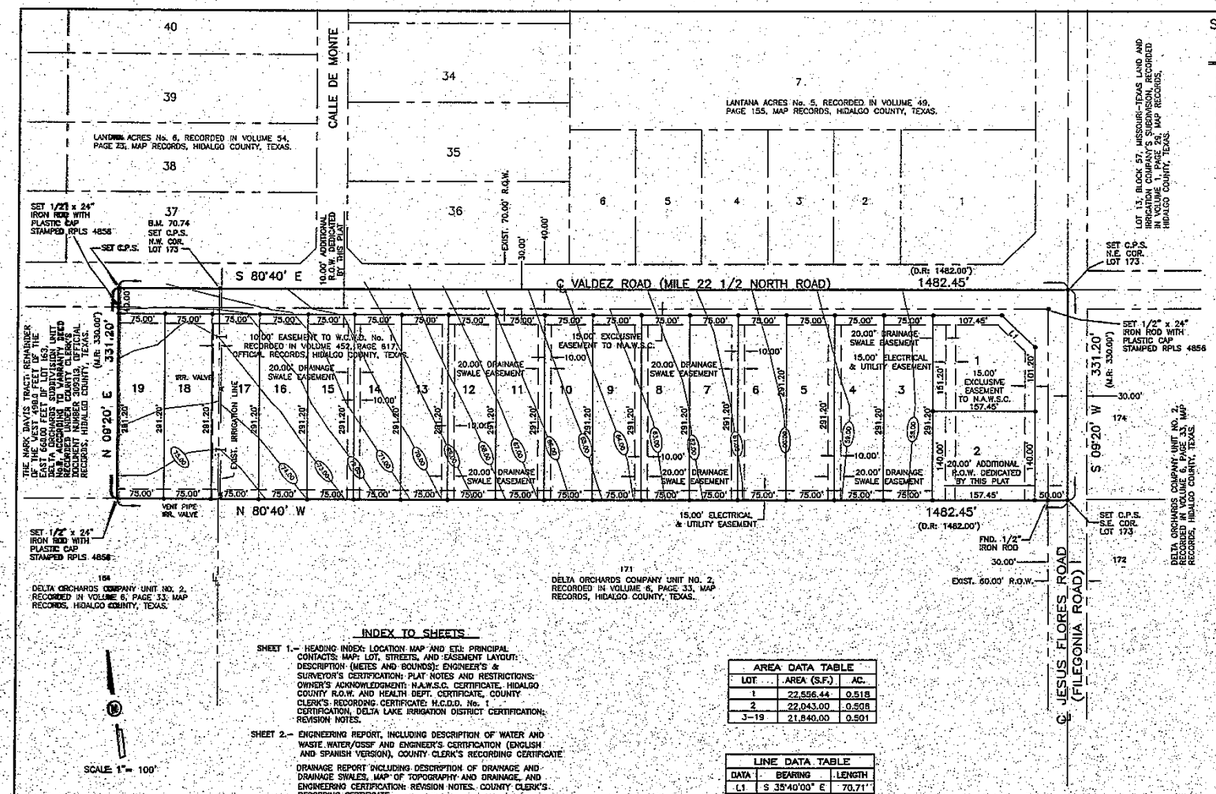
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 15, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Loma Verde 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		06-02-10	JRT
A	**1ST SHEET COMMENTS:** PLAT NOTES: 6] Provide detention calculation as shown on approved drainage report.		
B	**2ND SHEET COMMENTS:** Submit soil evaluation report, and make sure it coincides with engineering report.		
C	H.C. ROW utility crossing permit is required for all water services lines crossing Mile 22 ½ North Road and Jesus Flores Road.		
D	Labcl for contractor to reconstruct the road side ditches for Mile 22 ½ North Road and Jesus Flores Road.		
E	**Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling per lot"* as a reservation from and exception to conveyance warranty.**		



SUBDIVISION PLAT OF:

LOMA VERDE SUBDIVISION

AN 11.27 ACRE TRACT OF LAND BEING THE EAST 1.23 ACRES OF LOT 163 AND ALL OF LOT 173, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2096186, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

AN 11.27 ACRE TRACT OF LAND BEING THE EAST 1.23 ACRES OF LOT 163 AND ALL OF LOT 173, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2096186, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF VALDEZ ROAD (MILE 22 1/2 NORTH ROAD) AND JESUS FLORES ROAD FOR THE NORTHEAST CORNER OF LOT 173 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE EAST LINE OF LOT 173 AND THE CENTERLINE OF JESUS FLORES ROAD, A DISTANCE OF 331.20 FEET (MAP RECORD: 330.00 FEET) TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF LOT 173 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40' W, ALONG THE SOUTH LINE OF LOTS 163 AND 173, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF JESUS FLORES ROAD, A TOTAL DISTANCE OF 1,482.45 FEET (DEED RECORD: 1,482.00 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THE MARK DAVIS TRACT (REMAINDER OF THE WEST 498.0 FEET OF THE EAST 660.00 FEET OF LOT 163, DELTA ORCHARDS SUBDIVISION UNIT No.2, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 309313, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE EAST LINE OF THE MARK DAVIS TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 301.20 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A TOTAL DISTANCE OF 331.20 FEET (DEED RECORD: 330.00 FEET) TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 163 AND IN THE CENTERLINE OF VALDEZ ROAD (MILE 22 1/2 NORTH ROAD) FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40' E, ALONG THE NORTH LINE OF LOTS 163 AND 173, AND THE CENTERLINE OF VALDEZ ROAD (MILE 22 1/2 NORTH ROAD), A DISTANCE OF 1,482.45 FEET (DEED RECORD: 1,482.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 11.27 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LANTANA ACRES No.5, RECORDED IN VOLUME 49, PAGE 155, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 12TH DAY OF MAY, 2010

ALFONSO QUINTANILLA, REGISTERED LAND SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD RUPPERT, PRESIDENT OF SANTA CRUZ PROPERTIES, LTD. AS OWNER OF OF THE 11.27 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOMA VERDE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD RUPPERT — DATE
PRESIDENT OF SANTA CRUZ PROPERTIES, LTD.
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD RUPPERT, PRESIDENT OF SANTA CRUZ PROPERTIES, LTD. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

LILIA A. QUINTANILLA- NOTARY PUBLIC

THIS PLAT IS APPROVED BY DELTA LAKE IRRIGATION, DISTRICT ON THIS ____ DAY OF _____, 20____

SECRETARY — PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOMA VERDE SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on: _____

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

INDEX TO SHEETS

SHEET 1.– HEADING; INDEX; LOCATION MAP AND KEY; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, DELTA LAKE IRRIGATION DISTRICT CERTIFICATION; REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

SCALE: 1"= 100'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	22,556.44	0.518
2	22,043.00	0.506
3–19	21,840.00	0.501

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 35°40'00" E	70.71'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480334 0350 C
MAP REVISED: MAY 17, 2001 LOMR

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 40.00 FEET ALONG MILE 22 1/2 NORTH ROAD
20.00 FEET ALONG JESUS FLORES ROAD
REAR: 25.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 20.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION. TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1: ELEVATION= 70.74 SET C.P.S. LOCATED ON THE NORTHWEST CORNER OF LOT 173, DELTA ORCHARDS SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC –FEET (_____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.2.

7.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

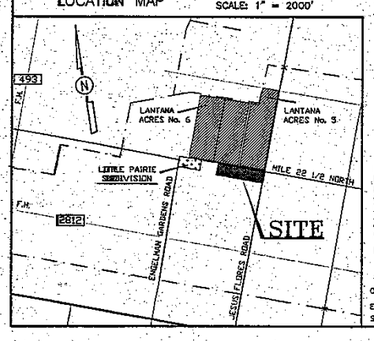
8.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856. UNLESS OTHERWISE NOTED.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LOMA VERDE SUBDIVISION , IS LOCATED IN THE EAST HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 22 1/2 NORTH ROAD AND WEST OF MILE JESUS FLORES ROAD, ON THE SOUTHWEST CORNER OF THIS INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 83,735). LOMA VERDE SUBDIVISION , LIES APPROXIMATELY 5.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS NOT WITHIN THE CITY'S FIVE–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT No. 4. .

LOCATION MAP SCALE: 1" = 2000'



PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD RUPPERT PRESIDENT OF SANTA CRUZ PROPERTIES, LTD.	P.O. BOX 959	EDINBURG Tx. 78540	(956) 383–0868	(956) 383–2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

REVISION NOTES				
No.	Sheet	REVISION	Date	Approved

11.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE.
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE OSSIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

RICHARD RUPPERT
PRESIDENT OF SANTA CRUZ PROPERTIES, LTD.

13.– _____, THE OWNER & SUBDIVIDER OF LOMA VERDE SUBDIVISION RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2, OF THIS PLAT..

14.– ALL LOTS IN LOMA VERDE SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN LOMA VERDE SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOMA VERDE SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNER IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LOMA VERDE SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN LOMA VERDE SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LOMA VERDE SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

15.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

16.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline or relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____

RICHARD RUPPERT.
PRESIDENT OF SANTA CRUZ PROPERTIES, LTD.
P.O. BOX 959
EDINBURG, TEXAS 78540

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (LOMA VERDE SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (LOMA VERDE SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF, INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA — 6-10-10
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA — DATE
P.E. No. 95534

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 1 OF 2 SHEETS	FILENAME : T:\DATA\SURDWGS\HIDALGO CO.\LOMA VERDE SUBDIVISION\PLAT			
	DATE PREPARED: MAY 7, 2010	PREPARED BY: LDPE	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **Cruz Subdivision – Pct. 4**
Preliminary Approval

Cruz Subdivision is a four (4) lot subdivision located on the South side of Rogers Road approximately 600 feet East of Valverde Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 05, 2010. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Rogers Road and thirty (30) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on Rogers Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 15, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Cruz 2ND Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		05-26-10	JRT
A	**1ST SHEET COMMENTS:** Don't show irrigation line on plat only on 2nd sheet.		
B	PLAT NOTES: 4] Minimum finish floor elevation shall be at BFE 73.00 or above. 6] Please provide detention calculation.		
C	**2ND SHEET COMMENTS:** Please extend spot topography elevation at 500 feet from property boundary line.		
D	As per the existing drain ditch along the southeast corner of lot 4; please state who is the owner of ditch, verify if there is an existing canal ROW, and if so please show width dimension with recorded document number on plat (1st sheet).		
E	On water engineering report, you need to state that lot 4 has an existing water meter currently operating residence.		
F	**Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling per lot"* as a reservation from and exception to conveyance warranty.**		

SUBDIVISION PLAT OF:

CRUZ SUBDIVISION

A 9.99 ACRE TRACT OF LAND (DEED RECORD: 10.00 ACRES) OUT OF LOT 10, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 9.99 ACRE TRACT OF LAND (DEED RECORD: 10.00 ACRES) OUT OF LOT 10, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 10 AND IN THE CENTERLINE OF ROGERS ROAD FOR THE NORTHEAST CORNER OF THE EDUARDO CRUZ TRACT (A 2.55 ACRE TRACT OUT OF LOT 10, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685102, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 80°55' E, 660.00 FEET FROM THE NORTHWEST CORNER OF LOT 10.

THENCE; S 80°55' E, ALONG THE NORTH LINE OF LOT 10 AND THE CENTERLINE OF ROGERS ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE GEORGE FIKE TRACT (A TRACT OF LAND OUT OF LOT 10, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 1517, PAGE 905, WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1588, PAGE 752, AND PROPERTY I.D. NUMBER R296511 AND R296513, TAX RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, ALONG THE WEST LINE OF THE GEORGE FIKE TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A TOTAL DISTANCE OF 663.80 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55' W, ALONG THE NORTH LINE OF THE GEORGE FIKE TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 965.00 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD, A TOTAL DISTANCE OF 990.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 10 AND IN THE CENTERLINE OF VALVERDE ROAD FOR THE NORTHWEST CORNER OF THE GEORGE FIKE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE WEST LINE OF LOT 10 AND THE CENTERLINE OF VALVERDE ROAD, A DISTANCE OF 327.30 FEET (DEED RECORD: 327.60 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF THE PASCUAL CRUZ TRACT (A 2.55 ACRE TRACT OUT OF LOT 10, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55' E, ALONG THE SOUTH LINE OF THE PASCUAL CRUZ TRACT, PASSING A 1/2" IRON ROD FOUND AT 25.00 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE EAST LINE OF THE PASCUAL CRUZ TRACT AND THE EAST LINE OF THE EDUARDO CRUZ TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 316.50 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A TOTAL DISTANCE OF 336.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BANDERA ESTATES, RECORDED IN VOLUME 27, PAGE 191A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 28TH DAY OF APRIL 20 10

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4858 STATE OF TEXAS

ALFONSO QUINTANILLA 4858 REGISTERED PROFESSIONAL LAND SURVEYOR

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road, so as to require the relocation of this water line as installed, Grantor or other grants to Grantee on additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant, shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____, 20____

PASCUAL CRUZ
2734 N. VALVERDE
EDINBURG, TX 78541

MOISES CRUZ
2734 N. VALVERDE
EDINBURG, TX 78541

GREGORIO CRUZ
2734 N. VALVERDE
EDINBURG, TX 78541

FIDEL CRUZ
2734 N. VALVERDE
EDINBURG, TX 78541

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, PASCUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ, & FIDEL CRUZ, AS OWNERS OF OF THE 9.99 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CRUZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN; CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

PASCUAL CRUZ — DATE
2734 N. VALVERDE
EDINBURG, TX 78541

MOISES CRUZ — DATE
2734 N. VALVERDE
EDINBURG, TX 78541

GREGORIO CRUZ — DATE
2734 N. VALVERDE
EDINBURG, TX 78541

FIDEL CRUZ — DATE
2734 N. VALVERDE
EDINBURG, TX 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared PASCUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ, & FIDEL CRUZ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____

JULIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

JULIA A. QUINTANILLA-- NOTARY PUBLIC

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. _1_ ON THIS THE ____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

PRESIDENT: _____ SECRETARY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the CRUZ SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____, 20____

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT No.: I HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(a). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (CRUZ SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (CRUZ SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

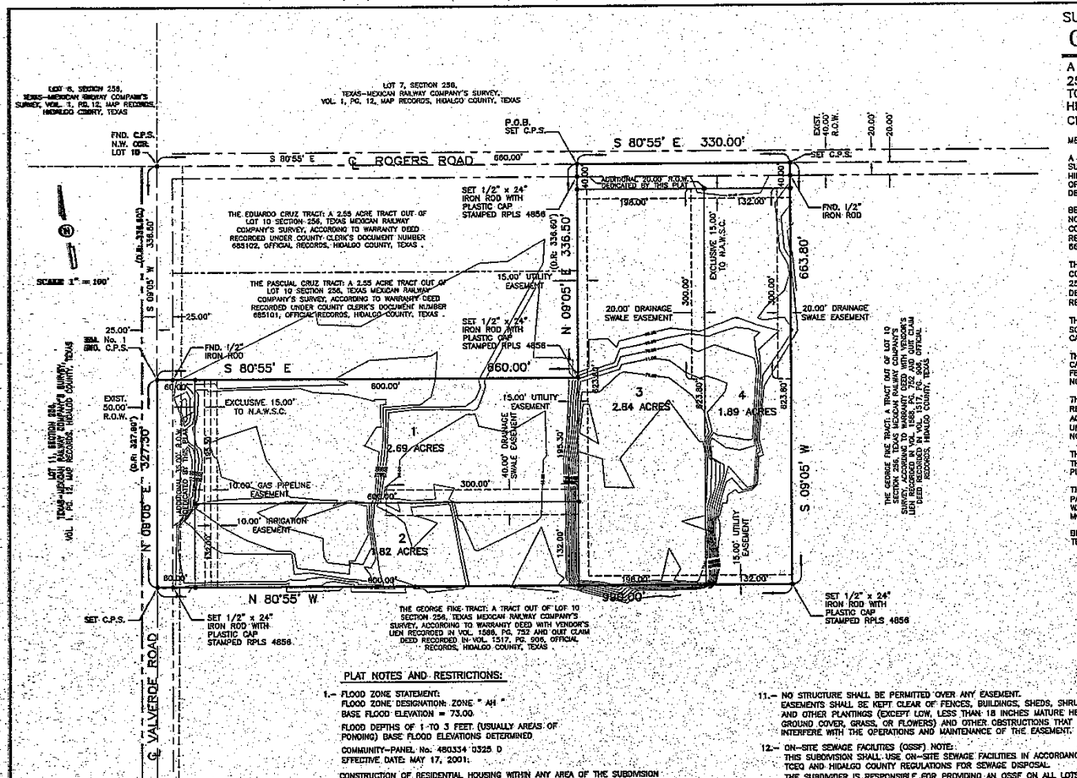
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

LICENSED PROFESSIONAL ENGINEER
JULIA A. QUINTANILLA
P.E. No. 95533

6-10-10
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " AH "
BASE FLOOD ELEVATION = 73.00
FLOOD DEPTHS OF 1-TO 3 FEET (USUALLY AREAS OF PONDING) BASE FLOOD ELEVATIONS DETERMINED.
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

2.- MINIMUM BUILDING SETBACK LINES:
FRONT: 40.00 FEET ON ROGERS ROAD
50.00 FEET ON VALVERDE ROAD
REAR: 35.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 4. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 69.21 LOCATED ON COTTON PICKER SPINDLE FOUND ON THE CENTERLINE OF VALVERDE ROAD, 338.20 FEET SOUTH OF THE INTERSECTION OF ROGERS AND VALVERDE ROAD.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC --FEET (_____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8.- LEGEND ● = DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

9.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.
B. EACH LOT WITH THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13.- PASCUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ & FIDEL CRUZ — THE OWNER & SUBDIVIDER OF CRUZ SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No._2_ OF THIS PLAT.

14.- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

15.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

16.- ALL LOTS IN CRUZ SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CRUZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CRUZ SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING CRUZ SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION; IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN CRUZ SUBDIVISION; THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN CRUZ SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19.- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN-A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

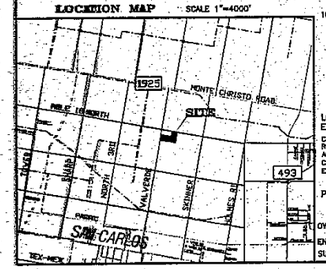
INDEX TO SHEETS

SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESIGNATION (ABBREVIATIONS AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS ACKNOWLEDGEMENT; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERKS RECORDING CERTIFICATE; H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES, COUNTY CLERK'S RECORDING CERTIFICATE

LOCATION MAP — SCALE 1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CRUZ SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY NEAR THE SOUTHEAST CORNER SIDE OF VALVERDE ROAD AND ROGERS ROAD. IT IS 660.00 FEET EAST OF SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN-THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), CRUZ SUBDIVISION, LIES APPROXIMATELY 3.35 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	PASCUAL CRUZ, MOISES CRUZ, FIDEL CRUZ, & GREGORIO CRUZ	2734 N. VALVERDE	EDINBURG, TX 78541	(956)789-0828	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1613
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 3 SHEETS	FILENAME = P:\DATA\SURVEYS\HIDALGO CO.\CRUZ SUBDIVISION\PLAT			
	DATE PREPARED: APRIL 28, 2010	PREPARED BY: M.G.	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **Santos L. Salinas Subdivision – Pct. 4**
Final Approval

Santos L. Salinas Subdivision is a two (2) lot subdivision located on the South side of Iowa Road approximately 1000 feet East of Cesar Chavez Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 18, 2009. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Iowa Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. The septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Iowa Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received preliminary approval from the Hidalgo County Commissioner's Court on April 27, 2010. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

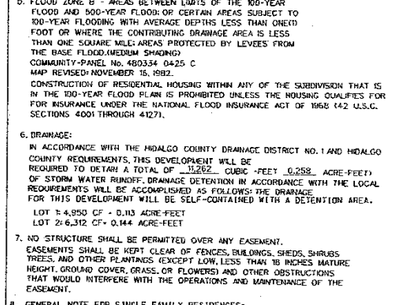
The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 15, 2010.**

SANTOS L. SALINAS SUBDIVISION

A 4.78 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 60, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS.

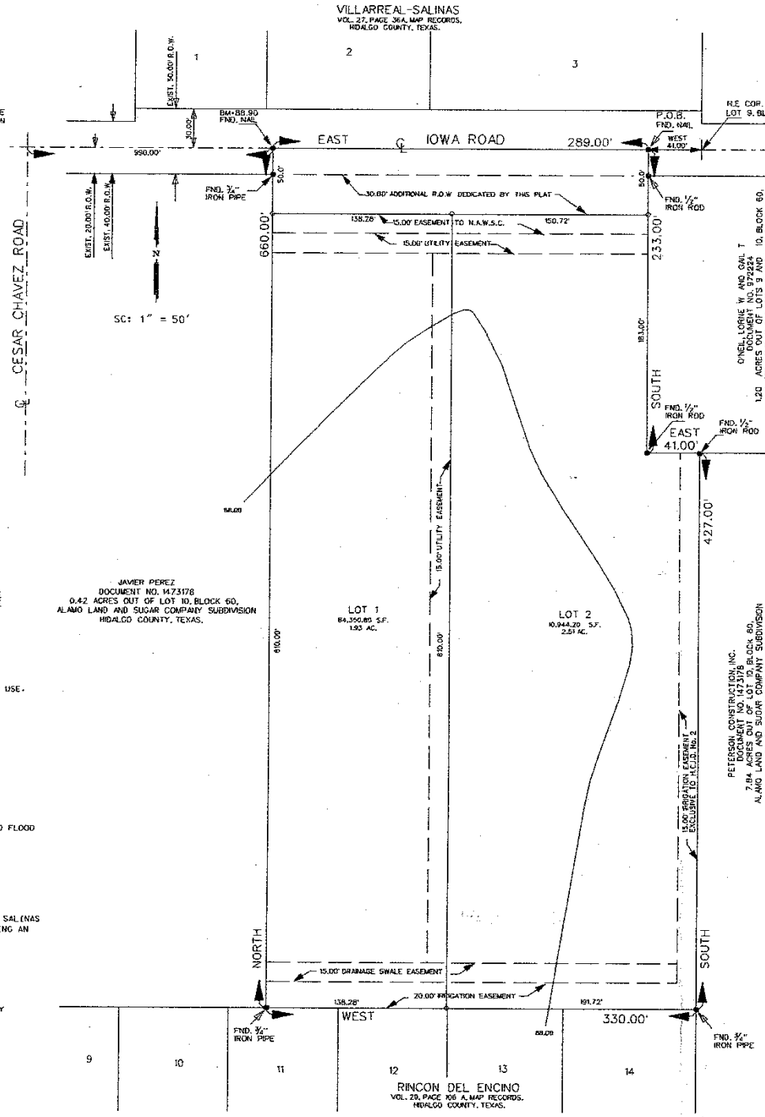
GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 40.0' OR EASEMENT WHICH EVER IS GREATER
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ●-DENOTES ⅝" IRON PIPE FOUND UNLESS OTHERWISE NOTED.
   ○-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   BENCH MARK ELEV. = 88.90, U.S.G.S
5. FLOOD ZONE B - AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE(1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.(MEDIUM SHADING)
   COMMUNITY-PANEL No. 480334 0425 C
   MAP REVISED: NOVEMBER 15, 1982.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 11,262 CUBIC -FEET 0.258 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH A DETENTION AREA.
   LOT 1: 4,950 CF - 0.113 ACRE-FEET
   LOT 2: 6,312 CF - 0.144 ACRE-FEET
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
    F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
       1. ANCHORING OF SEPTIC TANK(s)
       2. BACK FLOW VALVES
       3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
12. SANTOS SALINAS AND MARIA R. SALINAS, THE OWNER & SUBDIVIDER OF SANTOS L. SALINAS SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. DRIVEWAY ENTRANCES WITH SAFETY ENDS WILL BE CONSTRUCTED AT THE BUILDING PERMIT STAGE.



LOCATION MAP SCALE: 1" = 500'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
SANTOS L. SALINAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN EAST SIDE OF HIDALGO COUNTY AND AT THE SOUTH SIDE OF IOWA ROAD 990.00 FEET EAST OF CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735/2005 CENSUS). SANTOS L. SALINAS SUBDIVISION LIES APPROXIMATELY ½ MILE FROM THE CITY LIMITS OF EDINBURG AND LIES WITHIN THE CITY'S 2MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021



16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
17. ALL LOTS IN SANTOS L. SALINAS SUBDIVISION ARE HEREBY GRANTED A " DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SANTOS L. SALINAS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNER OF SANTOS L. SALINAS SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1, MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLE TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING SANTOS L. SALINAS SUBDIVISION BECAUSE AN ALTERNATIVE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN SANTOS L. SALINAS SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SANTOS L. SALINAS SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS

A 4.78 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 60, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE NORTH LINE OF LOT 9 AND IN THE CENTERLINE OF IOWA ROAD, FOR THE NORTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS WEST 41.00 FEET FROM THE NORTHEAST CORNER OF LOT 9;

THENCE: SOUTH, PASSING A ½" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH R.O.W. LINE OF IOWA ROAD, A TOTAL DISTANCE OF 233.00 FEET TO A ½" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE: EAST, A DISTANCE OF 41.00 FEET TO A ½" IRON ROD FOUND ON THE EAST LINE OF LOT 9 FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 9, A DISTANCE OF 427.00 FEET TO A ⅝" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: WEST, A DISTANCE OF 330.00 FEET TO A ⅝" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, PASSING AT 640.00 FEET A ½" IRON PIPE FOUND FOR THE SOUTH R.O.W. LINE OF IOWA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A NAIL FOUND ON THE NORTH LINE OF LOT 9 AND IN THE CENTERLINE OF IOWA ROAD FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE: EAST, ALONG THE NORTH LINE OF LOT 9, AND THE CENTERLINE OF IOWA ROAD, A DISTANCE OF 289.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.78 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15'IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED, THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2010.

OWNER: SANTOS SALINAS
4516 IOWA ROAD
EDINBURG, TEXAS. 78541

OWNER: MARIA R. SALINAS
4516 IOWA ROAD
EDINBURG, TEXAS. 78541

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOS L. SALINAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARMENT ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SANTOS L. SALINAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232-028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SANTOS L. SALINAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ - 2010.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ - COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___ M ON _____ - AND WAS RECORDED IN BOOK _____ - SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___ M _____.

STATE OF TEXAS
COUNTY OF HIDALGO

_____
HIDALGO COUNTY CLERK

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOW AS SANTOS L. SALINAS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____ 20____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, SANTOS SALINAS AND MARIA R. SALINAS AS OWNER (S) OF THE 4.78 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SANTOS L. SALINAS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____ _____ _____
OWNER: SANTOS SALINAS DATE OWNER: MARIA R. SALINAS DATE
4516 IOWA ROAD 4516 IOWA ROAD
EDINBURG, TEXAS. 78541 EDINBURG, TEXAS. 78541

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, SANTOS SALINAS AND MARIA R. SALINAS, ON THIS DAY PERSONALLY APPEARED KNOW TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2010

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2

ON THIS THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAYS OR EASEMENTS.

ATTEST: _____
_____ SECRETARY
PRESIDENT

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

APPROVAL BY PLANNING AND ZONING COMMISSION:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION DATE:

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

_____ _____ _____ _____
MAYOR DATE CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

SHEET 1 OF 3

INDEX TO SHEET OF SANTOS L. SALINAS SUBDIVISION

SHEET 1	HEADING: INDEX, LOCATION MAP AND TITLE, PRINCIPAL CONTACTS
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND
	RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL
	CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED
	H.C.D.D. CERTIFICATIONS; H.C. IRRIGATION DISTRICT NO. 2 CERTIFICATE
	OF APPROVAL; REVISION NOTES. H.C.W.I.D. AND H.C.M.U.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
	TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	SANTOS SALINAS	4516 IOWA ROAD	EDINBURG, TEXAS. 78541	(956) 763-7617
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

DATE OF PREPARATION: NOVEMBER 16, 2009

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **E.C.I.S.D. Elementary School No. 30 Subdivision – Pct. 4**
Final Approval

E.C.I.S.D. Elementary School No. 30 is a one (1) school lot subdivision located on the Southeast corner of Russel Road and Rooth Road.

The proposed Subdivision lies within the City of McAllen E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 4, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate sixty (60) feet on Russel Road and sixty (60) feet on Rooth Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of McAllen.

Water Services will be provided by the Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on Rooth Road that will serve as the primary source of water for the proposed development.

The Subdivision received preliminary approval from the Hidalgo County Commissioner's Court on September 22, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 15, 2010.**

E.C.I.S.D. ELEMENTARY SCHOOL No. 30 SUBDIVISION

DATE OF PREPARATION: MAY 7, 2010

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED FROM ANTONIO AGUIRRE, JR. TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DATED FEBRUARY 13, 2009, AND FILED ON FEBRUARY 18, 2009 AS DOCUMENT NUMBER 2009-1972000 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; SAVE AND EXCEPT A 0.29 ACRE TRACT CONVEYED TO HIDALGO COUNTY BY INSTRUMENT DATED JUNE 29, 2005, AND FILED JULY 7, 2005 AS DOCUMENT NUMBER 1636544 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

LOCATION MAP

SCALE: 1" = 2000'

WATERLINE EXIST LINE TABLE		
LINE	LENGTH	BEARING
L1	660.73	S00°59'08"W
L2	45.28	S89°13'31"E
L3	39.00	S89°13'31"E
L4	634.78	S89°13'31"E
L5	4.87	S89°13'31"E
L6	39.00	S89°13'31"E
L7	1.87	S89°13'31"E
L8	147.31	S89°13'31"E
L9	177.49	S89°13'31"E
L10	57.99	S89°13'31"E
L11	33.00	N89°13'31"W
L12	57.99	N89°13'31"W
L13	14.27	N89°13'31"W
L14	248.08	N89°13'31"W
L15	4.86	S89°13'31"E
L16	39.00	N89°13'31"W
L17	14.66	N89°13'31"W
L18	72.39	N89°13'31"W
L19	350.04	N89°13'31"W
L20	209.97	N89°13'31"W
L21	33.00	N00°46'29"E
L22	364.49	N89°13'31"W
L23	9.81	N00°46'29"E
L24	222.16	S89°13'31"E

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

E.C.I.S.D. ELEMENTARY SCHOOL No. 30, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE NORTH SIDE OF HIDALGO COUNTY, ON THE SOUTHEAST CORNER OF THE INTERSECTION OF RUSSELL RD. (MILE 17 1/2 RD.) AND N. ROOTH RD. (N. 29th STREET). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN. ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 106,414. E.C.I.S.D. ELEMENTARY SCHOOL No. 30 LIES APPROXIMATELY 200 FEET FROM McALLEN'S CITY LIMITS AND IS WITHIN THE CITY'S 5-MILE EXTRATERRITORIAL JURISDICTION (ET-J) UNDER LOCAL GOVERNMENT CODE § 42.021.

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADE), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
   COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000
   (REVISED TO REFLECT LOMR DATED MAY 17, 2001.)
   THE AREAS WITHIN THE DRAINAGE EASEMENTS ARE WITHIN THE 100-YEAR FLOOD PLAIN.
   THE ABOVE INFORMATION WAS OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS.
2. SETBACKS:
   N. ROOTH RD (N. 29th STREET): 50.00 FEET OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
   RUSSELL RD (MILE 17 1/2 RD): 50.00 FEET OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
   N. 25th LANE: 30.00 FEET OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
   INTERIOR SIDE: 15.00 FEET OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
3. LOT 1 SHALL BE FOR SCHOOL / EDUCATIONAL INSTITUTION USE ONLY. THERE SHALL BE NO OTHER USE ALLOWED.
4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF N. ROOTH ROAD (N. 29th STREET) AND RUSSELL ROAD (MILE 17 1/2 ROAD) OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

   B.M. NO. 1: ELEVATION=109.60, N.A.V.D. 88; DESCRIPTION: EXISTING SANITARY SEWER MANHOLE. COVER LOCATED APPROXIMATELY 70.00' NORTH AND 53.00' WEST OF THE SOUTH EAST CORNER OF BLOCK 3, M & M SUBDIVISION.

   B.M. No. 2: ELEVATION=110.06, N.A.V.D. 88; DESCRIPTION: TOP OF EXISTING COTTON-PICKER SPINDLE LOCATED AT THE SOUTH EAST CORNER OF BLOCK 3, M AND M SUBDIVISION ON THE INTERSECTION OF N. ROOTH RD (N. 29th STREET) AND RUSSELL RD (MILE 17 1/2 ROAD) APPROXIMATELY 9.00' NORTH AND 3.00' WEST OF THE SOUTH EAST CORNER OF BLOCK 3, M & M SUBDIVISION.

   MC 33: ELEVATION=118.80, N.A.V.D. 88; DESCRIPTION: 30" ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP LOCATED AT THE EAST BOUND OF WARE RD 54 FT EAST OF THE EOP OF WARE RD AND 196 FT NORTH FROM THE CENTER LINE OF THE WATER TREATMENT PLANT DRIVEWAY OF WARE RD AND 196 FT NORTH FROM THE CENTER LINE OF THE WATER TREATMENT PLANT DRIVEWAY.
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF **50.841** CUBIC-FEET OR **1.38** ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE POND. (SEE DRAINAGE REPORT ON SHEET 3.)
7. DETENTION EASEMENTS NOTE:
   NO FILL DIRT SHALL BE ALLOWED WITHIN THE DETENTION EASEMENT AFTER APPROVED FINAL INSPECTION NOR SHALL ANYTHING BE ALLOWED IN, WITHIN, OR UPON THE DETENTION EASEMENT THAT WOULD HAVE THE EFFECT OF DEVIATING FROM THE REQUIREMENTS IN NOTE 6, ABOVE, WITHOUT PRIOR APPROVAL BY THE LOCAL GOVERNMENT ENTITIES. NO STRUCTURE SHALL BE ERECTED IN SAID DETENTION EASEMENT, AND NO BUILDING PERMIT SHALL BE ISSUED FOR ANY STRUCTURE TO BE ERECTED THEREIN. THE DETENTION EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATIONS OF THE DETENTION EASEMENT. OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE DRAINAGE FACILITIES SHALL BE PERMITTED OVER ANY EASEMENT. ENDOWING SHALL BE KEPT CLEAR OF THE EASEMENT. THE OWNER(S) OF THE DETENTION EASEMENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE DRAINAGE DETENTION POND AND ITS FACILITIES.
8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENTS.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT CONTRACTOR AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH OCCUPYING EASEMENT.
11. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, SCHOOLS AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND UTILITY PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.
13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.
14. UTILITY PROVIDERS:
    POTABLE WATER: SHARYLAND WATER SUPPLY CORPORATION
    SANITARY SEWER: CITY OF McALLEN
    ELECTRICITY: MAGIC VALLEY ELECTRIC CO-OP
15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNATED BY THE PROJECT PLAT ENGINEER AT BUILDING PERMIT STAGE. PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY HIDALGO COUNTY.
16. 4 FOOT SIDEWALK REQUIRED ON N. ROOTH ROAD (N. 29th STREET), RUSSELL ROAD (MILE 17 1/2 ROAD) AND N. 25th LANE.
17. 6 FOOT OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONE/USES.
18. 6 FOOT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONE/USES.
19. SITE PLAN MUST BE APPROVED BY THE CITY OF McALLEN PLANNING AND ZONING COMMISSION PRIOR TO BUILDING PERMIT ISSUANCE.
20. AN ENGINEERED DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE.
21. MAINTENANCE FOR ON-SITE WATER LINE IS RESPONSIBILITY OF THE OWNER AND/OR HIS ASSIGNS. THE CITY OF McALLEN HAS THE AUTHORITY TO ACCESS, MAINTAIN AND TEST FIRE HYDRANTS.

LEGEND

- ⊞ — TRANSMISSION TOWER POLE
- ● — FOUND 1/2" IRON ROD
- ○ — SET 1/2" IRON ROD
- ℄ — POWER POLE
- ⊠ — WATER VALVE
- ⊙ — SANITARY SEWER MANHOLE
- ⊕ — FOUND COTTON PICKER SPINDLE (C.P.S.)
- △ — SET SPINDLE
- R.O.W. — RIGHT-OF-WAY
- EOP — EDGE OF PAVEMENT
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCING
- N.E.C. — NORTH EAST CORNER
- N.W.C. — NORTH WEST CORNER
- NG — NATURAL GROUND
- L — LOT LINE
- ℄ — CENTER LINE
- H.C.D.R. — HIDALGO COUNTY DEED RECORDS
- H.C.M.R. — HIDALGO COUNTY MAP RECORDS
- H.C.O.R. — HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.D. — HIDALGO COUNTY DRAINAGE DISTRICT
- DOC. — DOCUMENT
- S.W.S.C. — SHARYLAND WATER SUPPLY CORPORATION
- S.E.C. — SOUTH EAST CORNER
- S.W.C. — SOUTH WEST CORNER

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE E.C.I.S.D. ELEMENTARY SCHOOL No. 30 AN ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

DR. RENE GUTIERREZ, SUPERINTENDENT
EDINBURG CONSOLIDATED SCHOOL DISTRICT
411 NORTH 8th AVENUE
EDINBURG, TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DR. RENE GUTIERREZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2010.

HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____DAY OF _____, 2010.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

_____ PRESIDENT
_____ SECRETARY

STATE OF TEXAS – CITY OF McALLEN
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF McALLEN, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ PLANNING AND ZONING COMMISSION CHAIRMAN DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ BY _____ DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE UNDER LOCAL GOVERNMENT CODE § 232.029(d)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. ELEMENTARY SCHOOL No. 30 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2010.

_____ HIDALGO COUNTY JUDGE
ATTEST: _____ HIDALGO COUNTY CLERK

RIGHT-OF-WAY DEPARTMENT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. ELEMENTARY SCHOOL No. 30 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT.

ON _____, 2010.

_____ HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS_____THE DAY OF_____2010.

GILBERT J. GUERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 80156 – STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF McALLEN AND HIDALGO COUNTY, TEXAS.

DATED THIS_____THE DAY OF_____2010.

JAMES W. GRIFFITH, P.E., R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 1665 – STATE OF TEXAS

METES AND BOUNDS

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED FROM ANTONIO AGUIRRE, JR. TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DATED FEBRUARY 13, 2009, AND FILED ON FEBRUARY 18, 2009 AS DOCUMENT NUMBER 2009-1972000 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, BEING THE NORTHERN 20.112 ACRES OF LOT 4, SECTION 233, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS SAVE AND EXCEPT A 0.29 ACRE TRACT CONVEYED TO HIDALGO COUNTY BY INSTRUMENT DATED JUNE 29, 2005, AND FILED JULY 7, 2005 AS DOCUMENT NUMBER 1636544 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND EDINBURG C. I. S. D. TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHWEST CORNER OF THE OF THE SAID TRACT CONVEYED FROM ANTONIO AGUIRRE, JR. TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND OF THE SAID LOT 4, SECTION 233, AND ALSO BEING THE SOUTHWEST CORNER OF LOT 13, SECTION 236, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS, THE POINT OF BEGINNING;

THENCE SOUTH 80°43'33" EAST IN PART WITH THE SOUTH BOUNDARY LINE OF THE AFORESAID LOT 13, SECTION 236, WITH THE NORTHERN BOUNDARY LINE OF THE SAID LOT 4, SECTION 233, AND WITH THE CENTERLINE OF RUSSELL ROAD (MILE 17 1/2 ROAD), AT A DISTANCE OF 1328.42 FEET A SPINDLE SET FOR THE NORTHEAST CORNER OF THE SAID LOT 4, SECTION 233, ALSO BEING THE SOUTHEAST CORNER OF THE SAID LOT 13, SECTION 236;

THENCE SOUTH 08°56'08" WEST WITH THE EAST LINE OF SAID LOT 4, SECTION 233, AND THE REFERENCED EDINBURG CONSOLIDATED SCHOOL DISTRICT TRACT, AT A DISTANCE OF 659.73 FEET A CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE EDINBURG CONSOLIDATED SCHOOL DISTRICT TRACT;

THENCE NORTH 80°43'33" WEST WITH THE SOUTH BOUNDARY OF THE NORTHERN 20.112 ACRES, OF THE SAID LOT 4, SECTION 233 AND OF THE EDINBURG CONSOLIDATED SCHOOL DISTRICT TRACT, AT A DISTANCE OF 1287.60 FEET TO A POINT FOR CORNER FOR THE SOUTHEAST CORNER OF THE ABOVE REFERENCED SAVE AND EXCEPT 0.29 ACRE TRACT;

THENCE NORTH 08°54'52" EAST WITH THE EASTERN BOUNDARY OF THE SAID SAVE AND EXCEPT 0.29 ACRE TRACT, AT A DISTANCE OF 639.70 FEET TO A POINT FOR CORNER ON THE SOUTH RIGHT-OF-WAY OF RUSSELL ROAD (MILE 17 1/2 ROAD) AND ALSO BEING THE NORTHEAST CORNER OF THE SAID SAVE AND EXCEPT 0.29 ACRE TRACT;

THENCE NORTH 80°43'33" WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID SAVE AND EXCEPT 0.29 ACRE TRACT, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER AT THE NORTHWEST CORNER OF THE SAID SAVE & EXCEPT 0.29 ACRE TRACT, SAME BEING IN THE EAST RIGHT-OF-WAY LINE OF N. ROOTH ROAD (N. 29th STREET);

THENCE SOUTH 08°54'52" WEST WITH THE WESTERN BOUNDARY OF THE SAID SAVE AND EXCEPT 0.29 ACRE TRACT AND THE EASTERN RIGHT OF WAY LINE OF N. ROOTH ROAD (N. 29th TREET), AT A DISTANCE OF 639.70 FEET A POINT FOR CORNER ON THE EAST RIGHT-OF-WAY LINE OF N. ROOTH ROAD (N. 29th STREET), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SAID SAVE AND EXCEPT 0.29 ACRE TRACT;

THENCE NORTH 80°43'33" WEST WITH THE SOUTH BOUNDARY LINE OF THE NORTHERN 20.112 ACRES OF THE SAID LOT 4, SECTION 233 AND OF THE EDINBURG CONSOLIDATED SCHOOL DISTRICT TRACT, AT A DISTANCE OF 20.00 FEET TO A SPINDLE SET FOR CORNER AT THE SOUTH WEST CORNER OF THE ABOVE REFERENCED LOT 4, SECTION 233 AND THE ABOVE-REFERENCED EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND IN THE CENTERLINE OF N. ROOTH ROAD (N. 29th STREET);

THENCE NORTH 08°54'52" EAST WITH THE CENTERLINE OF N. ROOTH ROAD (N. 29th STREET) AND THE WESTERN BOUNDARY OF THE SAID LOT 4, SECTION 233 AND THE EDINBURG CONSOLIDATED SCHOOL DISTRICT TRACT, AT A DISTANCE OF 659.73 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 9.822 ACRES MORE OR LESS.

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON: _____ AT _____ AM/PM
AS A RECORDING NUMBER_____
BY, _____ DEPUTY

PRINCIPAL CONTACTS:

	NAME		ADDRESS		PHONE & FAX	
OWNER:	DR. RENE GUTIERREZ, SUPERINTENDENT EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT		411 NORTH 8th AVENUE	EDINBURG, TX 78539	(956) 289-2300	(956) 383-3576
ENGINEER:	GILBERT J. GUERRA	P.E.	921 SOUTH 10th AVE.	EDINBURG, TX 78539	(956) 380-5152	(956) 380-5083
SURVEYOR:	JAMES W. GRIFFITH	P.E., R.P.L.S.	4000 SENDERO SPRING DRIVE	ROUND ROCK, TX 78681	(512) 626-0023	(512) 225-4275

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
921 S. 10TH AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: IVAN GARCIA
DESIGN: GILBERT J. GUERRA
CHECKED: FRED FUENTES
SURVEYOR: JAMES W. GRIFFITH
SCALE: 1"= 60'
DATE: MAY 7, 2010

ISSUED FOR:

PLAT SHEET
E.C.I.S.D. ELEMENTARY SCHOOL No. 30 SUBDIVISION
McALLEN, TEXAS

PROJECT: SUB 09 004
PAGE NO. 1 OF 4

INDEX OF SHEETS

SHEET 1	PLAT WITH LOCATION MAP, GENERAL PLAT NOTES, METES AND BOUNDS, LEGEND, NOTARIZATION OF OWNERSHIP, CERTIFICATES OF APPROVAL BY HIDALGO COUNTY, CITY OF McALLEN, PRINCIPAL CONTACTS, RECORDING AND DESIGNING INFORMATION, AND INDEX OF SHEETS.
SHEET 2	UTILITY LAYOUT, SUBDIVISION CERTIFICATION AND STATEMENT, AND TYPICAL DETAILS.
SHEET 3	DRAINAGE LAYOUT, DRAINAGE REPORT, ENGINEER'S CERTIFICATION, PRINCIPAL CONTACTS.
SHEET 4	TYPICAL UTILITY DETAILS.

Y:\RDE SUBDIVISIONS 2009\SUB 09 004 - ECISD ELEMENTARY SCHOOL #30\dwg\SH PLAT 1.dwg, PLAT, 6/3/2010 4:47:48 PM, eric

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **E.C.I.S.D. Elementary School No. 5 Subdivision – Pct. 4**
Final Approval

E.C.I.S.D. Elementary School No. 5 is a one (1) school lot subdivision located at the Northwest corner of the intersection of Rooth Road and Russel Road.

The proposed Subdivision lies within the City of McAllen E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 10, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Rooth Road and thirty (30) feet on Russel Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of McAllen.

Water Services will be provided by the Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on Rooth Road that will serve as the primary source of water for the proposed development.

The Subdivision received preliminary approval from the Hidalgo County Commissioner's Court on September 22, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 15, 2010.**

E.C.I.S.D. MIDDLE SCHOOL No. 5 SUBDIVISION

A 36.96 ACRE TRACT OR PARCEL OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED FROM LINVA DEVELOPMENT, A GENERAL PARTNERSHIP, COMPOSED OF BROADWAY HARDWARE, INC., A TEXAS CORPORATION AND ELOD PARTNERSHIP, LTD., A TEXAS LIMITED PARTNER TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DATED FEBRUARY 13, 2009, AND FILED FOR RECORD ON FEBRUARY 20, 2009 AS DOCUMENT NUMBER 2009-1972784 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING OUT OF BLOCK 3, M AND M SUBDIVISION AS RECORDED IN VOLUME 8, PAGE 20, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: MARCH 7, 2010

LINE TABLE		
LINE	LENGTH	BEARING
L1	61.76	N35°04'47"W
L2	49.53	S54°56'10"W
L3	137.69	N80°23'24"W
L4	269.89	S34°56'10"W
L5	53.72	S35°03'51"E
L6	13.00	N54°56'10"E
L7	53.72	N35°03'51"W
L8	41.25	S54°56'10"W
L9	53.07	S35°04'47"E
L10	15.00	N54°56'09"E
L11	53.07	N35°04'47"W
L12	51.65	S54°56'10"W
L13	153.02	N80°23'24"W
L14	124.76	N35°03'36"W
L15	15.80	N54°55'13"E
L16	15.00	N54°55'13"E
L17	46.81	N35°04'47"W
L18	14.63	S08°47'47"E
L19	43.84	S80°23'24"E
L20	15.00	S08°47'47"E
L21	43.84	N80°23'24"W
L22	144.90	S08°47'47"E
L23	88.77	S08°47'47"E
L24	81.82	N80°23'24"W
L25	7.04	N35°03'58"W
L26	119.15	N54°56'16"E
L27	248.18	N35°03'58"W
L28	148.01	N80°23'24"W
L29	189.13	S54°56'10"W
L30	498.48	N54°56'10"E
L31	521.64	S54°56'10"W
L32	186.96	S08°47'47"E
L33	127.16	N80°23'24"W
L34	53.84	S35°04'47"E
L35	46.81	N35°04'47"W
L36	184.74	N54°56'10"E
L37	167.59	S80°23'24"E
L38	226.53	S35°03'58"E
L39	163.68	S08°47'47"E
L40	253.78	S34°56'10"W
L41	137.69	N80°23'24"W
L42	384.86	S34°56'10"W
L43	140.59	N80°23'24"W
L44	118.46	N35°03'58"W
L45	279.31	S08°47'47"W

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
E.C.I.S.D. MIDDLE SCHOOL No. 5 IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE NORTH SIDE OF HIDALGO COUNTY, ON THE NORTHWEST CORNER OF THE INTERSECTION OF RUSSELL RD. (MILE 17 1/2 RD.) AND N. BOOTH RD. (N. 29th STREET). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN. ACCORDING TO THE U.S. CENSUS BUREAU, THE 2005 POPULATION IS 106,414. E.C.I.S.D. MIDDLE SCHOOL No. 5 LIES APPROXIMATELY 200 FEET FROM McALLEN'S CITY LIMITS AND IS WITHIN THE CITY'S 5-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 42.021.

METES AND BOUNDS:
BEING ALL THAT CERTAIN CALLED 36.96 ACRE TRACT OR PARCEL OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED FROM LINVA DEVELOPMENT, A GENERAL PARTNERSHIP, COMPOSED OF BROADWAY HARDWARE, INC., A TEXAS CORPORATION AND ELOD PARTNERSHIP, LTD., A TEXAS LIMITED PARTNER TO EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DATED FEBRUARY 13, 2009, AND FILED FOR RECORD ON FEBRUARY 20, 2009 AS DOCUMENT NUMBER 2009-1972784 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING OUT OF BLOCK 3, M AND M SUBDIVISION AS RECORDED IN VOLUME 8, PAGE 20, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2" PIPE FOUND AT THE SOUTHEAST CORNER OF THE SAID BLOCK 3, M AND M SUBDIVISION;

THENCE NORTH 08°47'47" EAST AT 50.16 FEET A SPINDLE SET FOR THE SOUTHEAST CORNER OF THE AFORESAID 36.96 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF LA PUERTA SUBDIVISION, PHASE I, AS RECORDED IN VOLUME 51, PAGE 63 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID POINT BEARING NORTH 12°54'06" EAST 41.00 FEET FROM A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SECTION 233 OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS, **THE POINT OF BEGINNING;**

THENCE NORTH 80°20'00" WEST WITH THE NORTH BOUNDARY LINE OF THE AFORESAID LA PUERTA SUBDIVISION AND THE NORTH RIGHT-OF-WAY OF RUSSELL ROAD (MILE 17 1/2 ROAD), AND WITH THE SOUTHERN BOUNDARY LINE OF THE SAID 36.96 ACRE TRACT, AT A DISTANCE OF 1028.63 FEET A CAPPED IRON ROD SET FOR THE MOST EASTERLY SOUTHWEST CORNER OF THE SAID 36.96 ACRE TRACT, ALSO BEING THE MOST SOUTHEASTERLY NORTHWEST CORNER OF THE SAID LA PUERTA SUBDIVISION;

THENCE SOUTH 09°40'00" WEST AT A DISTANCE OF 50.00 FEET A SPINDLE SET FOR CORNER AT THE MOST SOUTHERLY SOUTHWEST CORNER OF THE SAID 36.96 ACRE TRACT AND THE MOST SOUTHERLY NORTHWEST CORNER OF LA PUERTA SUBDIVISION, ALSO BEING IN THE CENTERLINE OF RUSSELL ROAD (MILE 17 1/2 ROAD) AND BEING ON THE SOUTHERN BOUNDARY LINE OF BLOCK 3 OF THE M AND M SUBDIVISION ;

THENCE NORTH 80°20'00" WEST WITH THE SOUTH BOUNDARY OF THE 36.96 ACRE TRACT, THE NORTH BOUNDARY LINE OF LA PUERTA SUBDIVISION, THE SOUTH BOUNDARY LINE OF BLOCK 3 OF THE M AND M SUBDIVISION, AND THE CENTERLINE OF RUSSELL ROAD (MILE 17 1/2 ROAD), AT A DISTANCE OF 767.51 FEET A SPINDLE SET FOR CORNER AT THE SOUTHWEST CORNER OF THE 36.96 ACRE TRACT AND OF BLOCK 3 OF THE M AND M SUBDIVISION;

THENCE NORTH 28°22'00" EAST WITH THE WESTERN BOUNDARY OF THE SAID 36.96 ACRE TRACT AND THE WEST BOUNDARY LINE OF BLOCK 3, M AND M SUBDIVISION, AT A DISTANCE OF 52.79 FEET A CAPPED IRON ROD SET AT THE SOUTHWEST CORNER OF A 100.00' H.C.D.D. NO. 1 DRAIN DITCH RIGHT OF WAY DEDICATED IN THE LA PUERTA SUBDIVISION RECORDATION AND IN THE NORTH RIGHT-OF-WAY LINE OF RUSSELL ROAD (MILE 17 1/2 ROAD);

THENCE SOUTH 80°20'00" EAST ALONG THE SOUTH BOUNDARY LINE OF THE SAID 100.00' H.C.D.D. NO. 1 DRAIN DITCH RIGHTO-OF-WAY AND THE NORTH RIGHT-OF-WAY OF RUSSELL ROAD (MILE 17 1/2 ROAD), A DISTANCE OF 109.80 FEET TO A CAPPED IRON ROD SET AT THE SOUTHEAST CORNER OF THE SAID 100.00' H.C.D.D. NO. 1 DRAIN DITCH RIGHT-OF-WAY;

THENCE NORTH 28°22'00" EAST WITH THE WESTERN BOUNDARY OF THE 36.96 ACRE TRACT AND THE EAST BOUNDARY LINE OF THE 100.00' H.C.D.D. NO. 1 DRAIN DITCH RIGHT-OF-WAY, AT A DISTANCE OF 1064.60 FEET A CAPPED IRON ROD SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH A CURVE TO THE RIGHT WITH A RADIUS OF 84.00', A CURVE LENGTH OF 104.51' AND LONG CHORD BEARING AND DISTANCE OF NORTH 64°00'34" EAST 97.90', A CAPPED IRON ROD SET IN THE NORTHERN BOUNDARY LINE OF THE 36.96 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF THE 100.00' H.C.D.D. NO. 1 DRAIN DITCH;

THENCE SOUTH 80°20'52" EAST WITH THE NORTH BOUNDARY LINE OF THE 36.96 ACRE TRACT AND A SOUTH BOUNDARY LINE OF THE 100.00' H.C.D.D. NO. 1 DRAIN DITCH, AT 1211.71 FEET A CAPPED IRON ROD SET FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF N. ROOTH ROAD (N. 29th STREET);

THENCE NORTH 08°47'47" EAST WITH THE WEST RIGHT-OF-WAY LINE OF N. ROOTH ROAD (N. 29th STREET) A DISTANCE OF 104.03 FEET TO AN IRON ROD SPINDLE FOUND FOR THE NORTHEAST CORNER OF THE 100.00' H.C.D.D. NO. 1 DRAIN DITCH AND THE MOST NORTHERN NORTHWEST CORNER OF THE 36.96 ACRE TRACT;

THENCE SOUTH 80°22'01" EAST WITH THE NORTH BOUNDARY LINE OF THE 36.96 ACRE TRACT A DISTANCE OF 20.65' TO THE NORTHEAST CORNER OF THE 36.96 ACRE TRACT AND OF BLOCK 3, M AND M SUBDIVISION, AN SPINDLE SET FOR CORNER IN THE CENTERLINE OF N. ROOTH ROAD (N. 29th STREET);

THENCE SOUTH 08°47'47" WEST WITH THE CENTERLINE OF N. ROOTH ROAD (N. 29th STREET) AND THE EASTERN BOUNDARY LINE OF THE SAID 36.96 ACRE TRACT AND OF BLOCK 3 OF THE M AND M SUBDIVISION, A DISTANCE OF 1169.94 FEET TO **THE POINT AND PLACE OF BEGINNING,** SAID TRACT **CONTAINING 37.134 ACRES OF LAND, MORE OR LESS.**

LEGEND

● – FOUND 1/2" IRON ROD	℄ – CENTER LINE
○ – SET 1/2" IRON ROD	N.E.C. – NORTHEAST CORNER
⊕ – POWER POLE	℄ – CENTER LINE
⊠ – WATER VALVE	H.C.D.R.– HIDALGO COUNTY DEED RECORDS
⊙ – SANITARY SEWER MANHOLE	H.C.M.R.– HIDALGO COUNTY MAP RECORDS
⊗ – FOUND COTTON PICKER SPINDLE (C.P.S.)	H.C.O.R.– HIDALGO COUNTY OFFICIAL RECORDS
⊛ – SET SPINDLE	H.C.D.D.– HIDALGO COUNTY DRAINAGE DISTRICT
R.O.W. – RIGHT-OF-WAY	DOC. – DOCUMENT
P.O.B. – POINT OF BEGINNING	S.W.S.C.– SHARYLAND WATER SUPPLY CORPORATION
P.O.C. – POINT OF COMMENCING	S.E.C. – SOUTH EAST CORNER
N.E.C. – NORTHEAST CORNER	S.W.C. – SOUTH WEST CORNER

LOCATION MAP
SCALE: 1" = 2000'

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADE), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: **JUNE 6, 2000**
REVISED TO REFLECT LOMR DATED MAY 17, 2001:
THE AREAS WITHIN THE DRAINAGE EASEMENTS ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: **JUNE 6, 2000** OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
2. SETBACKS:
N. ROOTH RD (N. 29th ST): 50.0 FT OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
RUSSELL RD (MILE 17 1/2 RD): 50.0 FT OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
NORTH AND WEST SIDES: 15.00 FEET OR GREATER FOR APPROVED SITE PLAN OR EASEMENTS
3. LOT 1 SHALL BE FOR SCHOOL / EDUCATIONAL INSTITUTION USE ONLY. THERE SHALL BE NO OTHER USE ALLOWED.
4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROOTH ROAD AND MILE 17 1/2 ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1: ELEVATION=109.60, N.A.V.D. 88; DESCRIPTION: EXISTING SANITARY SEWER MANHOLE COVER LOCATED APPROXIMATELY 70.00' NORTH AND 53.00' WEST OF THE SOUTH EAST CORNER OF BLOCK 3, M & M SUBDIVISION.
B.M. No. 2: ELEVATION=110.06, N.A.V.D. 88; DESCRIPTION: TOP OF EXISTING COTTON-PICKER SPINDLE LOCATED AT THE SOUTH EAST CORNER OF BLOCK 3, M AND M SUBDIVISION ON THE INTERSECTION OF N. 29th STREET (BOOTH RD.) AND RUSSELL RD. APPROXIMATELY 9.00' NORTH AND 3.00' WEST OF THE SOUTH EAST CORNER OF BLOCK 3, M & M SUBDIVISION.
MC 33: ELEVATION=118.60, N.A.V.D. 88; DESCRIPTION: 30" ALUMINUM PIPE WITH A 3-1/4" BRASS MONUMENT CAP ON TOP LOCATED AT THE EAST BOUND OF WARE ROAD 54 FT EAST OF THE EOP OF WARE ROAD AND 198 FT NORTH FROM THE CENTER LINE OF THE WATER TREATMENT PLANT DRIVEWAY.
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **106,808** CUBIC-FEET OR **2.45** ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE POND. (SEE DRAINAGE REPORT ON SHEET 3.)
7. DETENTION EASEMENTS NOTE:
NO FILL DIRT SHALL BE ALLOWED WITHIN THE DETENTION EASEMENT AFTER APPROVED FINAL INSPECTION, NOR SHALL ANYTHING BE ALLOWED IN, WITHIN, OR UPON THE DETENTION EASEMENT THAT WOULD HAVE THE EFFECT OF DEVIATING FROM THE REQUIREMENTS IN NOTE 6, ABOVE, WITHOUT PRIOR APPROVAL BY THE LOCAL GOVERNMENT ENTITIES. NO STRUCTURE SHALL BE ALLOWED WITHIN THE DETENTION EASEMENT, AND NO BUILDING PERMIT SHALL BE ISSUED FOR ANY STRUCTURE TO BE ERECTED THEREIN. THE DETENTION EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DETENTION EASEMENT. EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE DR

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **Amistad Subdivision – Pct. 3**
Final Approval

Amistad is a twenty three (23) lot subdivision located on the West side of Bentsen Palm Drive, approximately 2600 feet South from FM 492 intersection.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 22, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Isaac Mata and approved by the Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

The Subdivision received preliminary approval from the Hidalgo County Commissioner's Court on August 25, 2009. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 15, 2010.**

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480338 0280 D
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN WITH IN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480338 0280 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 2 THROUGH 22. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3. ALL CORNERS SET ½ (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.

4. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION

5. SETBACKS ARE AS FOLLOWS:

FRONT (INTERIOR STREETS)	25.00'
FRONT (BENTSEN PALMS)	35.00'
SIDE	6.00' OR EASEMENT, WHICHEVER IS GREATER.
SIDE (ADJACENT TO STREET)	10.00'
REAR	10.00' OR EASEMENT, WHICHEVER IS GREATER.

6. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY PROVIDER.

7. ANY DRAINAGE SWALES CONSTRUCTED FOR THE RETENTION OF DRAINAGE WATERS SHALL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.

8. BENCHMARK:
BM-1: AN IRON ROD SET IN A CONCRETE SLAB LOCATED 170.0' SOUTH AND 47.5' WEST OF THE POINT OF BEGINNING.
ELEV.: 165.67' DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929

9. DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DEDAIN A TOTAL OF 35.363 CUBIC-FEET (0.813 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

10. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SWINGSETS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS)AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

11. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIRE & POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

13. AN OPAQUE BARRIER SHALL BE CONSTRUCTED BETWEEN COMMERCIAL/MULTIFAMILY LOTS AND SINGLE FAMILY RESIDENCES AND ZONE WIDE STREET BY THE DEVELOPER.

14. THERE SHALL BE NO ACCESS FROM LOTS 1 & 23 UNTO BENTSEN PALM DRIVE.

15. NO SIDEWALKS ARE REQUIRED ON THIS PLAT.

16. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 & 23 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL USE. LOTS 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

17. NO TRAVEL TRAILERS WILL BE ALLOWED AS A PRIMARY RESIDENCE ON A LOT.

18. PABLO MUNOZ LIVING TRUST, THE OWNER AND SUBDIVIDER OF AMISTAD SUBDIVISION, RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF MAINTAINING DRAINAGE COSP ON THE LOT AS DESCRIBED OR SHOWN ON SHEET No. 2 OF THIS PLAT.

19. THE OWNERS OF LOTS 4, 5, 21 AND 22 SHALL NOT FENCE THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 (H.C.I.D. #6) IRRIGATION EASEMENT CROSS SAID LOTS. H.C.I.D. #6 SHALL HAVE CLEAR AND UNBLOCKED ACCESS TO ALL IRRIGATION FACILITIES AND EASEMENTS AT ALL TIMES.

20. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SERVICE (DISPOSAL SYSTEM). THE OWNER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING SITEPLAN, LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

21. CROSS-HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED (WEST) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (WEST).

22. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

23. ALL LOTS IN AMISTAD SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUNOFF FROM ALL LOTS IN AMISTAD SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF AMISTAD SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY") AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW AND THE COUNTY AND OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING AMISTAD SUBDIVISION OR AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY DRAINING THE LOTS IN AMISTAD SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN AMISTAD SUBDIVISION ACKNOWLEDGES AND AGREES TO) THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THE PLAT SHALL BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

SUBDIVISION PLAT OF AMISTAD SUBDIVISION

A 14.06 acre tract of land being all of Lot 270 and the north 3.81 acres of Lot 268, Bentsen Groves Subdivision Unit "C", as recorded in Volume 7, Page 30, Map Records, Hidalgo County, Texas.

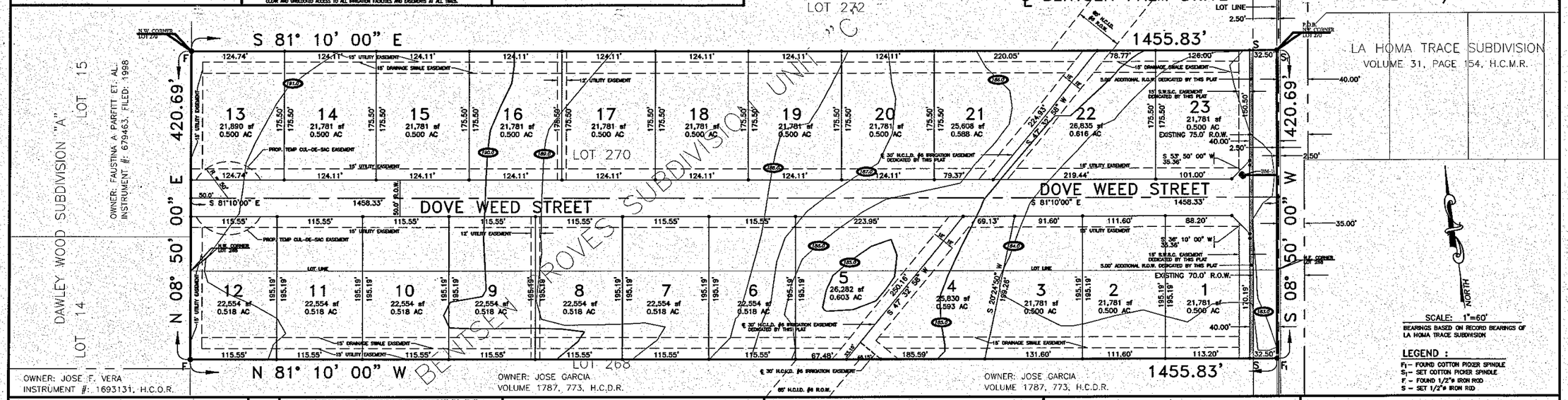
DATE: FEBRUARY 26, 2009 SCALE IN FEET 0 60' 120' 180' SCALE: 1"---- 60'

ENGINEER: R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES
118 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

REVISION NOTES

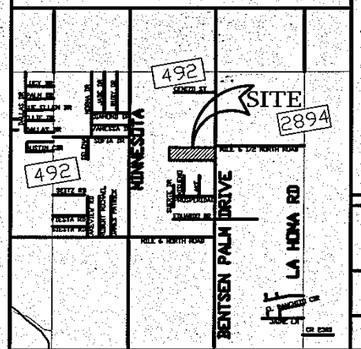
No.	Sheet	REVISION	Date	Approved



LEGEND :
F1 – FOUND COTTON PICKER SPINDLE
S1 – SET COTTON PICKER SPINDLE
F – FOUND 1/2"ø IRON ROD
S – SET 1/2"ø IRON ROD

LOCATION MAP

SCALE: 1" = 2,000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AMISTAD SUBDIVISION IS LOCATED IN SOUTHERN HIDALGO COUNTY IN H.C.P. #3 ON THE WEST SIDE OF BENTSEN PALM DRIVE, APPROXIMATELY 2,600 FEET SOUTH FROM THE INTERSECTION OF BENTSEN PALM DRIVE & FM 492. THE NEAREST MUNICIPALITY IS THE CITY OF ALTON HOWEVER THE SUBDIVISION PROPERTY LIES WITHIN THE FIVE MILE EXTRA TERRITORIAL JURISDICTION OF MISSION, ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (63,272). AMISTAD SUBDIVISION LIES APPROXIMATELY 3 1/2 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 212.001

INDEX OF SHEETS

No.	
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ACKNOWLEDGEMENTS; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BOOK FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, SWALE DETAIL & INLET SECTION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	PABLO MUNOZ, TRUSTEE	7415 N. 20th	McALLEN, 78504	631-3228 / –
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

METES AND BOUNDS DESCRIPTION FOR A 14.06 ACRE TRACT

A 14.06 acre tract of land being all of Lot 270 and the north 3.81 acres of Lot 268, Bentsen Groves Subdivision Unit "C", as recorded in Volume 7, Page 30, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a SET COTTON PICKER SPINDLE with the Bentsen Palm Drive Right-of-Way being the northeast corner of said Lot 270 for the northeast corner of herein described tract.

THENCE S 08° 50' 00" W along the east line of said Lot 270, pass at 300.00 feet a point being the southeast corner of said Lot 270 also being the northeast corner of said Lot 268 and continuing along the east line of said Lot 268 for a total distance of 420.69 feet to FOUND COTTON PICKER SPINDLE for the southeast corner of herein described tract.

THENCE N 81° 10' 00" W parallel to the north line of said Lot 268, pass at 32.50 feet a SET ½" IRON ROD being the west Right-of-Way line of said Bentsen Palm Drive and continuing for a total distance of 1455.83 feet to a FOUND ½" IRON ROD on the west line of said Lot 268 for the southwest corner of herein described tract.

THENCE N 08° 50' 00" E along the west line of said Lot 268, pass at 120.69 feet a point being the northwest corner of said Lot 268 also being the southwest corner of said Lot 270 and continuing along the west line of said Lot 270 for a total distance of 420.69 feet to a FOUND ½" IRON ROD being the northwest corner of said Lot 270 for the northwest corner of herein described tract.

THENCE S 81° 10' 00" E along the north line of said Lot 270, pass at 1,423.33 feet a SET ½" IRON ROD being the west Right-of-Way line of said Bentsen Palm Drive and continuing for a total distance of 1455.83 feet to the point of beginning and containing 14.06 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, PABLO MUNOZ LIVING TRUST, AS OWNER OF THE 14.06 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROVIDED AMISTAD SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

PABLO MUNOZ LIVING TRUST
PABLO MUNOZ, TRUSTEE
7415 N. 20th
McALLEN, TEXAS 78504 _____ DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day appeared PABLO MUNOZ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

_____
NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____M. ON _____, _____, AND WAS RECORDED IN INSTRUMENT #: _____ OF THE DEED RECORDS OF HIDALGO COUNTY AT _____ O' CLOCK _____ M ON _____, _____.

_____
HIDALGO COUNTY CLERK

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR, CITY OF MISSION _____ DATE _____

CITY SECRETARY _____ DATE _____

CITY OF MISSION
CERTIFICATE OF APPROVAL

THIS PLAT OF AMISTAD SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008

CHAIRMAN, PLANNING & ZONING _____ DATE _____

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, ON THIS _____ DAY OF _____ A.D., 200_.

SECRETARY _____ CHAIRMAN _____

HIDALGO COUNTY IRRIGATION DISTRICT No. 6 WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE, §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64790
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

AI-21622 **5.A.**

May 2010 Fee Report

CC CONSENT

Date:	06/22/2010
Submitted By:	Norma Martinez, DISTRICT CLERK
Submitted For:	Norma Martinez
Department:	DISTRICT CLERK
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Clerk:
Approval of May 2010 Monthly Fee Reports.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: MAY 2010 FEE REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 02:25 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/10/2010 04:51 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Norma Martinez — Started On: 06/10/2010 02:04 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF MAY 2010

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))									
DIVORCE & FAMILY LAW CASES	$ 12,965.00		# OF CASES						
LESS: PARTIAL PAYMENT	$ 50.00	$ 12,915.00	# 287	X $45.00	=	$ 12,915.00	1100-207-20-000-051-0-000	$ 12,915.00
OTHER THAN DIVORCE/FAMILY	$ 15,740.00							
LESS: PARTIAL PAYMENT	$ 40.00	$ 15,700.00	# 314	X $50.00	=	$ 15,700.00	1100-207-20-000-052-0-000	$ 15,700.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))								
DIVORCE & FAMILY LAW CASES	$ 330.00							
LESS: PARTIAL PAYMENT	$ -	$ 330.00	# 66	FAMILY X $5.00	=	$ 330.00		
OTHER THAN DIVORCE/FAMILY	$ 890.00							
LESS: PARTIAL PAYMENT	$ -	$ 890.00	# 89	CIVIL X $10.00	=	$ 890.00	1100-207-20-000-050-0-000	$ 1,220.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 4	CASES	=	$ 148.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08			# 592	CASES	=	$ 24,864.00	1100-207-20-000-055-0-000	$ 25,012.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00							1100-341-10-090-011-0-000	$ 3,285.00
CLERK COST (GC 51.317(b)(1)&(b-1))	$ 30,037.36	$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000						
OTHER CLERK COST (GC51.317-319)	$ 18,485.84					$ 48,523.20		
TIME PAYMENT (LGC 133.103) @$10.00						$ 1,552.70		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))						$ 12,071.00		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)						$ 260.48		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)						$ 1,008.95		
NSF CHECK FEE (LGC 118.141)						$ 30.00		
TOTAL CLERK'S FEES							1100-341-10-090-001-0-000	$ 63,446.33
INTEREST EARNED FOR THE MONTH OF MAY 2010							1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)							1100-341-10-090-007-0-000	$ 236.90
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)							1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00							1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50							1100-341-10-090-002-0-000	$ 388.17
TIME PAYMENT (LGC 133.103) @ $12.50							1100-207-20-000-005-0-000	$ 1,940.87
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00							1100-341-10-090-003-0-000	$ 2,804.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00							1100-207-20-000-001-0-000	$ 2,419.54
MASTER COURT FEES (14.82gFC) @$7.00							1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00							1100-341-10-090-006-0-000	$ 4,987.28
PASSPORT EXECUTION FEE @$25.00							1100-341-10-090-013-0-000	$ 2,675.00
PASSPORT PHOTO FEE @$15.00							1100-341-10-090-014-0-000	$ 675.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00							1100-341-10-090-015-0-000	$ 3,075.00
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)							1100-341-10-090-016-0-000	$ 4,063.61
SHERIFF FEES (CCP 102.011)	$ 16,071.57							
SHERIFF FEES (HCSO)	$ 4,243.75						1100-342-10-090-001-0-000	$ 20,315.32
CONSTABLE FEES(CCP 102.011) PCT. 1							1100-342-10-291-000-0-000	$ -
PCT. 2							1100-342-10-292-000-0-000	$ -
PCT. 3							1100-342-10-293-000-0-000	$ -
PCT. 4							1100-342-10-294-000-0-000	$ -
PCT. 5							1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)							1100-351-20-090-001-0-000	$ 22,623.92
FINES (LGC 113.004)							1200-351-10-090-000-0-000	$ 82,042.67
BOND FORFEITURES (CCP 22.16)							1200-352-10-090-001-0-000	$ -
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)							1241-341-10-090-001-0-000	$ 3,197.40
# _____ CIVIL FILINGS X $5.00 =	$ 2,484.54							
# _____ FELON. CONV.X $5.00 =	$ 712.86							
# _____ MISD.CONV. X $3.00 =	$ -							
COUNTY RECORDS PRESERVATION (GC 51.708)							1238-341-10-090-001-0-000	$ 4,909.07
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)							1238-341-20-090-001-0-000	$ 6,283.06
# _____ CIVIL FILINGS X $5.00 =	$ 2,999.52							
# _____ CRIM CONV. X $22.50 =	$ 3,283.54							
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))							1235-341-10-090-000-0-000	$ 3,313.49
# _____ CIVIL FILINGS X $5.00 =	$ 2,982.54							
# - CRIM FILINGS X $2.50 =	$ 330.95							
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00							1239-341-10-090-001-0-000	$ 7,624.79
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00							1240-341-10-090-001-0-000	$ 48.00
LAW LIBRARY FEES (LGC 323.023) @$30.00							1247-341-10-090-001-0-000	$ 14,877.21
OTHER COURT FEES:								
CRIMINAL CLERK FEE (CCP ART. 102.005)						$ 5,886.96		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)						$ 368.00		
CRIME STOPPERS - ADULT PROBATION DEPT.						$ -		
MOTHERS AGAINST DRUNK DRIVING						$ 2.17		
WOMEN TOGETHER EMERGENCY SHELTER						$ -		
ESTRELLA'S HOUSE						$ -		
ATTORNEY AD-LITEM						$ -		
SUBTOTAL							$ 6,257.13	
LESS: LAW ENFORCEMENT LAB COSTS							$ (368.00)	
LESS: CRIME STOPPERS							$ -	
LESS: MOTHERS AGAINST DRUNK DRIVING							$ (2.17)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER							$ -	
LESS: ESTRELLA'S HOUSE							$ -	
LESS: ATTORNEY AD-LITEM							$ -	
TOTAL OTHER COURT FEES							1100-341-10-090-005-0-000	$ 5,886.96

FOR THE MONTH OF MAY 2010

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 18,556.43
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 0.94
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 1.17
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 0.17
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 0.10
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 5.24
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 56.82
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 462.28
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 20.83
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 4.25
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 659.79
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 14.14
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 587.69
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ 590.00
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 514.43
JUDICIAL SUPPORT FEE - **STATE** -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 689.59
JUDICIAL SUPPORT FEE - **COUNTY** -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 77.28
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 19 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 532.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-COUNTY (CCP 102.0178)	AFTER 6/15/07	1100-341-10-090-012-0-000	$ 1,410.86
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 1,410.87
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,290.71
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 240.75
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 202.65
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 38.28
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 205.12
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY** (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 344,537.98

TOTAL CASH RECEIVED			$ 351,601.20
LESS:	AMOUNT PAID TO COUNTY TREASURER	$ 344,537.98	
	AMOUNT DUE TO COUNTY TREASURER	$ -	
	AMOUNT OVERPAID TO COUNTY TREASURER	$ -	
	OTHER DISBURSEMENTS	$ 1,774.00	
	TOTAL DISBURSEMENTS		$ 346,311.98
	NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ 5,289.22

PROOF:

AMOUNT RECEIVED:		$ 5,378.05
AMOUNT LIQ.:		$ (549.00)
PARTIAL PAYMENT:	DISTRICT & FAMILY LAW CASES	$ 50.00
PARTIAL PAYMENT:	OTHER THAN DIVORCE/FAMILY LAW CASES	$ 40.00
PARTIAL PAYMENT:	INDIGENT LEGAL SERVICE FEE	$ -
CRIME STOPPERS (ADULT PROBATION):		$ -
LAW ENFORCEMENT LAB COSTS (DPS):		$ 368.00
MOTHERS AGAINST DRUNK DRIVING		$ 2.17
WOMEN TOGETHER EMERGENCY SHELTER		$ -
ESTRELLA'S HOUSE		$ -
ATTORNEY AD-LITEM		$ -
ADULT PROBATION:		$ -
SHORTAGE/OVERAGE		$ -
NET AMOUNT		$ 5,289.22

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MAY 2010

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	05/14/10	37754	$ 49,683.51	137757
CIVIL2)	05/25/10	37766	$ 50,558.35	138029
CIVIL3)	06/03/10	37772	$ 38,063.04	0
CIVIL4)		0	$ 58,392.10	0
CIVIL5)		0	$ -	0
CIVIL6)		0	$ -	0
CIVIL6)		0	$ -	0
CIVIL6)		0	$ -	0
CIVIL6)		0	$ -	0
CRM1)	05/13/10	37753	$ 28,342.75	137758
CRM2)	05/13/10	37752	$ 12,715.06	137756
CRM3)	05/17/10	37756	$ 34,016.09	137764
CRM4)	05/25/10	37765	$ 13,504.83	138030
CRM5)	05/28/10	37771	$ 20,112.00	138078
CRM6)	05/28/10	37770	$ 11,023.00	138080
CRM7)	06/03/10	37775	$ 19,073.25	0
CRM8)	06/03/10	37776	$ 9,054.00	0
CRM9)			$ -	0
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 344,537.98	

PREPARED BY: V. Gonzalez 6/9/10
BOOKKEEPER DATE

REVIEWED BY: Yesenia D. Martinez 6/9/10
ACCOUNTANT DATE

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

6/9/10
INTERNAL AUDIT

Hilda Villarreal 6/9/10
DISTRICT CLERK SIGNATURE DATE

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

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-21689 **6.A.**

Pipeline Permits

CC CONSENT

Date:	06/22/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Flint Energy Services, Inc.:
a. We will be installing a 20' x 16" corrugated culvert pipe approximately 4/10 of a mile from Juan Balli Rd on East side of Cesar Chavez Rd.

2. The North Alamo Water Supply Corporation:
a. Ponciana Dr WS/E FM 907- Bore- Alamo Corners Sub (107 NS/E 907) boring 7.5'N of ROW

3. Valley Telephone Cooperative:
a. Upgrading existing telephone lines with fiber optic cable inside a 1-1/4" HDPE Sch.40 conduit through out the North East corner of Hidalgo County. All pavement and concrete driveways and roads will be bored. (North of Edcouch and West of Monte Alto, Texas)

BACKGROUND

Fiscal Impact

Attachments

Link: Flint,NAWSC,VTC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 08:09 AM	APRV
2	Olga Garza	Olga Garza	06/17/2010 09:52 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Sandra Garcia — Started On: 06/16/2010 02:20 PM

Final Approval Date: 06/18/2010

REVISED JANUARY 2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of June, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Flint Energy Services, Inc. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. We will be installing a 20' x 16" corrugated culvert pipe approximately 4/10 of a mile from Juan Balli Rd on East side of Cesar Chavez Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of June, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 8 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Ponciana Dr WS/E FM 907- Bore- Alamo Corners Sub (107 NS/E 907) boring 7.5' N of ROW

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 22nd day of June, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Valley Telephone Cooperative

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1-1/4" /water/ gas/ sewer/ irrigation line; said line to be constructed of HDPE Sch.40 material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Upgrading existing telephone lines with fiber optic cable inside a 1-1/4" HDPE Sch.40 conduit through out the North East corner of Hidalgo County. All pavement and concrete driveways will be bored. (North of Edcouch and West of Monte Alto, Texas)

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a telecommunication line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-21652 **7.A.**

Texas Criminal Defense Lawyers Association Membership Dues
CC CONSENT

Date:	06/22/2010
Submitted By:	Patti Loya, PUBLIC DEFENDERS
Submitted For:	Patti Loya
Department:	PUBLIC DEFENDERS
Agenda Category:	Membership Dues

Information

CAPTION

Public Defenders:
Approval of 2010 membership dues to the Texas Criminal Defense Lawyers Association for Attorney(s) Jose Luis Bravo, Sofia Kamal, and Daniel Elijah Vargas, in the amount of $50.00 each, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-412-30-085-003-0-810
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 06/17/10.

Attachments

Link: Invoices
Link: Affidavits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 04:06 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/17/2010 09:41 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Patti Loya
Started On: 06/14/2010 10:57 AM

Final Approval Date: 06/18/2010

Texas Criminal Defense Lawyers Association

1717 W. St., Austin, Texas 78703
512.478.2514 phone
512.469.9107 fax

INVOICE

DATE: June 16, 2010
INVOICE # 0035

Bill To:		Project/Service Description
Name:	Daniel Elijah Vargas, Asst. PD	Annual Membership Dues
Company:	Hidalgo County	
Address:	1615 S. Closner, Suite B	
City, St, Zip:	Edinburg, Texas 78539	
Phone:	(956)292-7040	

Please return a copy of the Invoice with payment!

DESCRIPTION			
New Membership PD - Daniel Elijah Vargas	1		$ 50.00
BALANCE DUE: Upon Receipt			

Total:	$ 50.00
Tax:	$ -
Shipping/Handling:	$ -
Amount Paid:	$ -
Balance Due:	**$ 50.00**

Payment Information	For TCDLA use only	
☐ Payment Enclosed (make checks payable to TCDLA) ☐ Mastercard ☐ Visa ☐ American Express ☐ Discover		
Name on Card	**Check #:**	
	Date Rec'd:	
Credit Card Number | Exp. Date	**Amount Rec'd:**	
	CC Auth. #:	
Authorized Signature	**Payer:**	

TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION
MEMBERSHIP RENEWAL NOTICE

Jose Luis Bravo
1615 S Closner Blvd Ste B
Edinburg, TX 78539-6362

Membership Expires: 7/31/2010
TCDLA ID#: 11780

MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
- ☐ TCDLA Past President Member **PPRES** • $50
- ☒ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member **STU** • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ Distinguished Member (70+) **DIS** • $50
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

Tax Notice: $35 of your annual dues ($10 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $59 in accordance with IRC sec. 6033.

LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access. (example: DWI, sexual assault, appeals)

_____ _____ _____

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no Attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____ Company _____

Street _____ City, State, Zip _____

Phone _____ Fax _____

E-mail _____ Website _____

Communication Preferences (legislative, SDR's, seminars, events and other announcements related to criminal defense)

- ☐ Exclude me from fax communication
- ☐ Exclude me from email communication

PAYMENT METHOD

- ☐ Check payable to TCDLA
- ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

RENEW

- Mail completed form with payment to:
  TCDLA Membership • 1717 W. 6th St., Ste. 315 • Austin, TX 78703
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

MEMBERSHIP RENEWAL NOTICE

Sofia Kamal
1615 S Closner Blvd Ste B
Edinburg, TX 78539-6362

Membership Expires: 7/31/2010
TCDLA ID#: 15852

MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) REG • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) VS • $300
- ☐ TCDLA Past President Member PPRES • $50
- ☒ Public Defender Member (must be a PD employee) PD • $50
- ☐ Affiliate Member AFF • $50
  - ☐ Paralegal PARAL ☐ Investigator INV ☐ Expert EXP ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member STU • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) SUS • $200
- ☐ Distinguished Member (70+) DIS • $50
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____

Tax Notice: $36 of your annual dues ($19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $38 in accordance with IRC sec. 6033.

LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access. (example: DWI, sexual assault, appeals)

_____ _____ _____

*Disclaimer: TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

Name _____ Company _____

Street _____ City, State, Zip _____

Phone _____ Fax _____

Email _____ Website _____

Communication Preferences (legislative, SDR's, seminars, events and other announcements related to criminal defense)

- ☐ Exclude me from fax communication
- ☐ Exclude me from email communication

PAYMENT METHOD

- ☐ Check payable to TCDLA
- ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

RENEW

- Mail completed form with payment to:
  TCDLA Membership • 1717 W. 6th St., Ste. 315 • Austin, TX 78703
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Sofia Kamal, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: S Kamal DATE: 6/16/10

TITLE: Assistant Public Defender

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

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Daniel Elijah Vargas, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 6/16/10

TITLE: Assistant Public Defender

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

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jose Luis Bravo, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: Jose Bravo DATE: 6/16/10

TITLE: First Assistant Public Defender

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

(SEAL)

PATRICIA G. LOYA
Notary Public, State of Texas
My Commission Expires
March 13, 2012

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

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

AI-21679 **7.B.**

Membership to the National Fire Protection Association

CC CONSENT

Date: 06/22/2010
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.
Department: FIRE MARSHAL'S DEPT.
Agenda Category: Membership Dues

Information

CAPTION

Fire Marshal's Department:
Discussion, consideration and approval of annual membership fee of $150.00 to the National Fire Protection Association for the Hidalgo County Fire Marshal, Juan Martinez.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
requisition#177326 for $150.00 is available for National Fire Protection Association

Attachments

Link: 2010 NFPA.Membership

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 09:49 AM	APRV
2	Roland Garcia	Rolando Garcia	06/17/2010 11:18 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Orozco Started On: 06/16/2010 09:35 AM

Final Approval Date: 06/18/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that my membership in the National Fire Protection Assoc. (NFPA) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: 6/18/10

TITLE: Fire Marshal

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

NOTARY PUBLIC STATE OF TEXAS
MARCO A. ROMERO
My Commission Expires
May 02, 2012

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

MEMBERSHIP NOTICE

Billing Center, P.O. Box 9689, Manchester NH 03108-9689

DATE:	06/02/10
RENEWAL THRU:	08/31/11
I.D. NUMBER:	2644379

AMOUNT DUE:
Or check one:
- ☐ 1 year - $150
- ☐ 2 years - $270
- ☐ 3 years - $390

Notice: 4901255X #1

Thank you for your loyalty to NFPA. Please update your records and return this notice with your dues.

HIDALGO COUNTY
JUN 10 2010
FIRE MARSHAL'S OFFICE

BILL TO:

HIDALGO CNTY FIRE MARSHAL
HIDALGO CNTY FIRE MARSHAL
1615 S CLOSNER BLVD STE H
EDINBURG, TX 78539-6362

SELECT ONE:

- ☐ Check enclosed payable to NFPA (US funds from US Bank)
- ☐ Charge to my: ☐ MasterCard® ☐ VISA® ☐ American Express® ☐ Discover®

Card No. _____ - _____ - _____ - _____

Expire Date ___/___

IMPORTANT!

e-mail:
juan.martinez@co.hidalgo.tx.us

☐ I have updated my information on the back of this notice.

Thank you for your loyalty to NFPA. Please update your records and return this notice with your dues.

Membership includes a $45.00 *NFPA Journal*® subscription.

11 0002644379 490125524 5 00000015000

DETACH HERE AND RETURN NOTICE IN THE ENVELOPE PROVIDED.

Dear Hidalgo Cnty Fire Marshal:

It's time to take care of your NFPA membership dues for the coming year. To continue as an NFPA member in good standing, please return payment with your notice today.

NFPA unites professionals worldwide devoted to protecting people and property from fire and other hazards. With NFPA membership, you are recognized as a leader in your industry and have special professional status. You're also eligible to play an important role in developing codes and standards, as well as voting on final adoption. Furthermore, you get unlimited access to information and resources about codes and standards – insight that could save you thousands of dollars in costly errors.

Thank you for your continued loyalty to NFPA.

Sincerely,

Daniel Whiting
Marketing Manager/Membership

P.S. As soon as your payment arrives, I'll see that your membership is credited and your *NFPA Journal*® keeps coming. Please remit payment today.

Records show this is your NFPA shipping address: (Make necessary changes on back of form.)

ID# 2644379
HIDALGO CNTY FIRE MARSHAL
HIDALGO CNTY FIRE MARSHAL
1615 S CLOSNER BLVD STE H
EDINBURG
TX 78539

MEMRENFRM 11/09 © NFPA 2004 Fed ID # 041-653-090 1-800-344-3555

This NFPA membership belongs to the individual named on the invoice.

To change the name on the membership, please provide the new information at right.

The original membership will be cancelled and the pro-rated amount will be applied to a new membership.

The join date will be updated, a new I.D. number issued and a new 180-day waiting period for voting will apply.

Change my BILLING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail Address _____

Change my SHIPPING Information:

Name _____

ID Number _____

Organization _____

Address _____

City _____ State_____ ZIP_____

Phone _____ E-mail _____

Requisition

Req # 00177326

PO #

Date: 06/15/10

Bill To: x
x

Vendor : 26158
NATIONAL FIRE PROTECTION ASSOCIATION
1 BATTERYMARCH PARK
QUINCY MA 02169
FAX (800)593-6372

Ship To: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Membership fee for Hidalgo County Fire Marshal.	150.00	150.00
		Account No	Encumbrance	
		0-1100-422-10-300-001-0-810	150.00	
			Freight	.00
			Total	150.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-21684 **7.C.**

Membership Service Fees

CC CONSENT

Date:	06/22/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA Task Force:
Approval to renew membership service fees for Regional Organized Crime Information Center (ROCIC) in the amount of $150.00 for the HIDTA Task Force Dept., with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Invoice no. 5646-23517
Membership Service Period: July 1, 2010 to June 30, 2011

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1254-412-00-270-014-0-810

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

BUDGETARY IMPACT:

Funds in the amount of $500.00, as of 06/18/10.

Attachments

Link: ROCIC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 02:28 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/18/2010 04:46 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Nelda Olivarez — Started On: 06/16/2010 01:19 PM

Final Approval Date: 06/18/2010

"Solving Cases Through Communication"

ROCIC
545 Marriott Drive, Suite 850
Nashville, TN 37214

INVOICE #5646-23517
DATE 6/1/2010

ROCIC FED ID# 62-1046640
Phone (615) 871-0013 X534
(800) 238-7985 X534
www.riss.net

TO: Hidalgo County HIDTA Task Force
PO Box 5719
McAllen, TX 78502

INVOICE

Description	Amount
Regional Organized Crime Information Center ROCIC MEMBERSHIP SERVICE FEES 2010-2011 SERVICE FEES	$150.00
FOR PERIOD JULY 1, 2010, TO JUNE 30, 2011 PAYMENT DUE JULY 1, 2010	
A certificate of membership or annual renewal seal will be issued upon receipt of payment.	

Detach and return this portion with payment.

INVOICE # 5646-23517

AMOUNT DUE $ $150.00

Hidalgo County HIDTA Task Force
PO Box 5719
McAllen, TX 78502

Remit payment to:

ROCIC
545 MARRIOTT DR STE 850
NASHVILLE, TN 37214

CHECK # _____

AI-21599 **8.A.**

Financial Report

CC CONSENT

Date:	06/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval of Financial Report: May 2010

BACKGROUND

Policy Council Approval: 06.16.10

Fiscal Impact

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 11:18 AM	APRV
2	Dale Kennan	Dale Kennan	06/10/2010 02:27 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Linda Galaviz — Started On: 06/10/2010 10:38 AM

Final Approval Date: 06/18/2010

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: June 16, 2010

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report - May 2010

****

INITIATED BY: Elma Keller, Finance Director Elma P. Keller

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2010 POLICY COUNCIL BUDGET
From 5/1/2010 Through 5/31/2010

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,632,552.45	5,677,871.02	0.00	9,954,681.43	63.67%	1,186,402.27
02	FRINGE BENEFITS	4,475,991.18	1,645,397.26	0.00	2,830,593.92	63.23%	353,742.77
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	90,000.00	77,696.50	0.00	12,303.50	13.67%	0.00
05	SUPPLIES	1,369,989.37	518,989.37	364,988.90	486,011.10	35.47%	154,431.42
06	OTHER COST	2,372,713.00	981,596.79	53,555.39	1,337,560.82	56.37%	331,265.48
Report Total		23,951,246.00	8,901,550.94	418,544.29	14,631,150.77	61.09%	2,025,841.94

AI-21602 **8.B.**

Children's Applications

CC CONSENT

Date:	06/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval of Children's Applications for Program Year 2010-2011

BACKGROUND

Policy Council Approval: 06.16.10

Fiscal Impact

Attachments

Link: Children's Applications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 11:44 AM	APRV
2	Dale Kennan	Dale Kennan	06/10/2010 02:50 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Linda Galaviz — Started On: 06/10/2010 10:46 AM

Final Approval Date: 06/18/2010

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: June 16, 2010

SUBJECT: Approval of Children's Applications for Program Year 2010-2011

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: The children's application summary report.

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
PY 2010 - 2011 Application Status Report (06/16/2010)

	Location	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Waiting List	Vacancies
1	Alamo (6 - 119)	117	53	64	119	24	79	0
2	Alton (5 - 100)	100	44	56	80	2	26	0
3	Donna I (8 - 136)	136	78	58	58	17	17	0
4	Donna II (3 - 60)	60	31	29	28	20	19	0
5	Donna IV (2 - 33)	33	20	13	18	0	5	0
6	Edcouch (10 - 257)	185	95	90	81	28	19	0
7	Edinburg I (3 - 67)	57	22	35	38	0	3	0
8	Edinburg II (2 - 34)	34	17	17	24	1	8	0
9	Edinburg III (3 - 51)	51	29	22	39	8	25	0
10	Edinburg IV (10-194)	194	112	82	86	30	34	0
11	Edinburg V (8 - 182)	154	81	73	81	1	9	0
12	Elsa (3 - 64)	57	34	23	27	2	6	0
13	Hidalgo (3 - 60)	54	29	25	45	0	20	0
14	La Herencia (3 - 52)	52	30	22	27	6	11	0
15	La Joya (5 - 116)	91	30	61	68	3	10	0
16	Las Milpas I (6 - 120)	114	62	52	65	17	30	0
17	Las Milpas II (3 - 51)	51	28	23	37	7	21	0
18	McAllen II (6 - 147)	111	70	41	52	11	22	0
19	McAllen IV (3 - 51)	51	24	27	37	0	10	0
20	McAllen V (3 - 67)	57	26	31	57	8	34	0
21	McAllen VI (3 - 51)	51	25	26	51	1	26	0
22	Mercedes I (6 - 119)	117	65	52	75	0	23	0
23	Mercedes II (2 - 34)	34	16	18	24	2	8	0
24	Mission I (4 - 110)	80	43	37	38	7	8	0
25	Mission II (8 - 148)	148	65	83	90	11	18	0
26	Mission III (3 - 51)	51	22	29	38	0	9	0
27	Mission IV (3 - 62)	55	27	28	43	1	16	0
28	Monte Alto (2 - 40)	37	20	17	20	0	3	0
29	Palmview I (8 - 188)	148	74	74	101	0	27	0
30	Palmview II (8 - 192)	148	64	84	112	6	34	0
31	Palmview III (6 - 122)	108	56	52	54	14	16	0
32	Pharr (5 - 100)	95	35	60	92	10	42	0
33	Progreso (3 - 60)	57	33	24	30	5	11	0
34	San Carlos (4 - 80)	80	41	39	57	3	21	0
35	San Juan I (3 - 60)	54	25	29	38	3	12	0
36	San Juan II (10 - 182)	179	77	102	170	25	93	0
37	Sullivan City (6 - 124)	94	52	42	46	0	4	0
38	UTPA (2 - 34)	34	21	13	22	0	9	0
39	Vine Terrace (3 - 60)	56	40	16	29	0	13	0
40	Weslaco I (4 - 84)	77	38	39	53	0	14	0
41	Weslaco II (4 - 84)	74	35	39	60	2	23	0
42	Weslaco III (5 - 100)	97	52	45	57	5	17	0
43	Western Rd	57	34	23	57	3	37	0
	GRAND TOTAL	3690	1875	1815	2424	283	892	0

AI-21600 **8.C.**

Meals/Snacks Served

CC CONSENT

Date:	06/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Texas Department of Agriculture Meals and Snacks Report for the month of May 2010.

BACKGROUND

Policy Council Approval: 06.16.10

Fiscal Impact

Attachments

Link: Meals/Snacks Served

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 11:20 AM	APRV
2	Dale Kennan	Dale Kennan	06/10/2010 02:33 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Linda Galaviz — Started On: 06/10/2010 10:42 AM

Final Approval Date: 06/18/2010

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: June 16, 2010

SUBJECT: Report of Texas Department of Agriculture Meals and Snacks Served Each Month

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Report for May 2010

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '09	Sept. '09	Oct. '09	Nov. '09	Dec. '09	Jan. '10	Feb. '10	Mar. '10	Apr. '10	*May '10	Meal Totals
Breakfast	32,135	66,327	62,558	53,496	38,767	53,114	54,973	50,585	61,935	51,109	524,999
Lunch	32,033	65,868	62,168	53,124	37,986	52,836	54,804	50,294	60,689	49,907	519,709
PM Snack	28,982	60,563	57,452	48,300	33,150	48,659	50,409	46,476	53,081	45,777	472,849
Monthly Totals	93,150	192,758	182,178	154,920	109,903	154,609	160,186	147,355	175,705	146,793	1,517,557

*Preliminary Numbers

Rates for Free Meal Reimbursement

Breakfast: $1.46

Lunch: $2.68

Cash in Lieu of Commodities (Lunch): $0.195

Snack: $0.74

Submitted by: Mrs. SanJuanita Rangel, RD/LD
Child Nutrition Director
6/3/2010

AI-21671 **9.A.**

Homebuyer Assistance Program applicants
CC CONSENT

Date: 06/22/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

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

BACKGROUND

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

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
SERGIO & MARTHA VALDEZ	FY 2009	$7,500	USDA	LOT 8 WEST GATE CROSSING SUBDIVISION PHASE I, WESLACO TX

Fiscal Impact

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

BUDGETARY IMPACT:
Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 04:46 PM	APRV
2	Perla Lopez	Perla Lopez	06/16/2010 01:16 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Estella Webber Started On: 06/15/2010 03:37 PM

Final Approval Date: 06/18/2010

AI-21680 **9.B.**

Amendment - CBDO Contract

CC CONSENT

Date:	06/22/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to amend the CBDO Contract under the Neighborhood Stabilization Program for Affordable Homes of South Texas, Inc. (AHSTI) to include land banking.

BACKGROUND

Activities being currently undertaken with NSP funds include (a)establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, (b)purchase and rehabilitation of homes and residential properties abandoned or foreclosed, (c)demolition of blighted structures, (d)redevelopment of demolished or vacant properties, and (e) administration and planning costs.

This amendment will allow for the inclusion of LAND BANKING, which is an eligible use under HERA. The UCP will continue to meet the National Objective in benefiting low, moderate and middle income households at or below 120% of the area median income, as well as work in the areas of greatest need within the County of Hidalgo.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County Funds. No budget increase to proposed amendment.

Attachments

Link: CBDO Contract

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 12:51 PM	APRV
2	Perla Lopez	Perla Lopez	06/18/2010 03:21 PM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Estella Webber Started On: 06/16/2010 10:04 AM

Final Approval Date: 06/18/2010

3/ 32

CBDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Affordable Homes of South Texas, Inc., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community-Based Development Organization, (CBDO). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CBDO and the UCP and shall terminate on March 8, 2013, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CBDO $1,908,659 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

SECTION 4. CBDO PERFORMANCE

A. Providing homeownership opportunities for (18-20 families) qualified families with a total yearly income between 51%-120% of the AMI.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the

06-18-10;11:12AM;956-787-5291

4/ 32

employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

F. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 120% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

CBDO represents and warrants that it is a "Community-Based Development Organization" as described in 24 CFR 570.204 and agrees that it shall comply with all applicable government requirements.

CBDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CBDO shall perform all activities in accordance with the CDBG National Objective as listed under 24 CFR 570.208.3; Performance Statement ("Exhibit A"); Budget, (" Exhibit B"); Applicable Laws and Regulations, ("Exhibit C"); Certifications, ("Exhibit D"); assurances, certifications, and all other statements made by CBDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Identification of properties will be performed by the UCP, in conjunction with the approved applicant.

B. The UCP will be responsible for procuring and requesting inspections and appraisals as each property is identified. An inspection and appraisal will reveal the site specific needs as it relates to the applicable housing standards thus allowing us to determine which of the activities will be performed.

C. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CBDO during the agreement period for performance rendered under this agreement by CBDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CBDO in writing within a

06-18-10;11:12AM;956-787-5291

reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CBDO under this agreement.

2. UCP shall be liable to grant CBDO money for only those costs incurred by CBDO which are allowed as defined in 24 CFR 570.205, 570.206, costs related to activities within Section 2301(c)(3), of HERA and Section 6 of this agreement.

3. UCP shall not be liable to grant CBDO money for those costs incurred by CBDO which are disallowed costs as listed under Section 2303 and 2304 of HERA. Nor shall the UCP be liable to grant CBDO money for any costs incurred by CBDO, or any portion thereof, which has been paid to CBDO or is subject to payment to CBDO, or has been reimbursed to CBDO or is subject to reimbursement to CBDO by any source other than UCP.

4. UCP shall not be liable to grant CBDO money for any costs incurred by CBDO or for any performances rendered by CBDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CBDO money for any costs incurred or performances rendered by CBDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $1,908,659.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 570.205, 570.206 and costs related to activities within Section 2301(c)(3) of HERA. CBDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP payment disbursement procedures. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CBDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CBDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CBDO for any costs incurred or performance rendered by CBDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CBDO must comply with applicable regulations under OMB Circular No. A-122 and 24 CFR Part 84.

B. CBDO shall maintain records of the receipt, accrual, and disposition of all CBDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CBDO proceeds, the CBDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CBDO shall provide reports of CBDO proceeds on a monthly basis.

C. All CBDO proceeds shall be retained by the CBDO however must be re-invested by CBDO and applied towards NSP housing initiatives, as listed under section 4.B of this agreement, for low and moderate income individuals and families.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CBDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CBDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CBDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CBDO. CBDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CBDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CBDO shall include the substance of this Section 8 in all subcontracts.

E. CBDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CBDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CBDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports requested by the UCP.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CBDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CBDO hereunder. If UCP withholds such payments, it shall notify CBDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CBDO.

C. Acknowledgment of Funding Source. CBDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to carry out field inspections to ensure compliance with the requirements of this agreement. After each monitoring visit, UCP shall provide CBDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CBDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CBDO. Failure by CBDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CBDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CBDO as an independent CBDO, and that CBDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CBDO under this agreement.

B. CBDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence

or misconduct on the part of CBDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CBDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CBDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CBDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CBDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CBDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CBDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CBDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CBDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CBDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CBDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CBDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CBDO has obtained UCP's prior written approval, based on the information submitted, of CBDO's intent to enter into such proposed subcontract. CBDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CBDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CBDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CBDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CBDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CBDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CBDO's full compliance with the terms of this agreement.

C. CBDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CBDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a NSP assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a NSP assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CBDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CBDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with NSP funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design,

architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.

SECTION 15. LEGAL AUTHORITY

A. CBDO assures and guarantees that CBDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CBDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CBDO, or representing themselves as signing and executing this agreement on behalf of CBDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CBDO to execute this agreement on behalf of CBDO and to validly and legally bind CBDO to all terms, performances, and provisions herein set forth.

C. CBDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CBDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CBDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CBDO in connection with this agreement; and
2) Any claim against CBDO, the cost and expense of which CBDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CBDO shall furnish immediately to UCP copies of all pertinent papers received by CBDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties hereto that any undertakings must be rendered in accordance with Section 4 of this agreement , the regulations promulgated under such Act, the assurances and certifications made to UCP by CBDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which

serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CBDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CBDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CBDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CBDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CBDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CBDO, suspend this agreement in whole or in part and withhold further payments to CBDO, and prohibit CBDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CBDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CBDO or take more severe enforcement action against CBDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CBDO program.
4. Withhold further HOME award from CBDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CBDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CBDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CBDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CBDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CBDO, each audit required by this section may cover either CBDO's entire operations or each department, agency, or establishment of CBDO which received, expended or otherwise administered federal funds.

3. CBDO may utilize funds budgeted under this agreement, only if indicated under Exhibit B, to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CBDO.

4. Unless otherwise specifically authorized by UCP in writing, CBDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CBDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CBDO agrees to permit UCP or its authorized representative to audit CBDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CBDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CBDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CBDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CBDO from funds which were not provided or otherwise made available to CBDO under this agreement.

D. CBDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CBDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CBDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CBDO has staff experience and/or means to perform the environmental review, CBDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CBDO under this agreement until UCP has received certification from CBDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 through 15 years (based on the direct HOME subsidy). CBDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CBDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CBDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CBDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) through fifteen (15) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME

funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

In those projects where the "Direct HOME subsidy" is over $40,000, the UCP will enforce a 15-year affordability with a prorating schedule spread over fifteen years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 93.38% of the assistance provided
- 3rd Year – Repayment of 86.71% of the assistance provided
- 4th Year – Repayment of 80.04% of the assistance provided
- 5th Year – Repayment of 73.37% of the assistance provided
- 6th Year – Repayment of 66.70% of the assistance provided
- 7th Year – Repayment of 60.03% of the assistance provided
- 8th Year – Repayment of 53.36% of the assistance provided
- 9th Year – Repayment of 46.69% of the assistance provided
- 10th Year – Repayment of 40.02% of the assistance provided
- 11th Year – Repayment of 33.35% of the assistance provided
- 12th Year – Repayment of 26.68% of the assistance provided
- 13th Year – Repayment of 20.01% of the assistance provided
- 14th Year – Repayment of 13.34% of the assistance provided
- 15th Year – Repayment of 6.62% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CBDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CBDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CBDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CBDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CBDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CBDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CBDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CBDO to affirmatively market units and records to assess the results of these actions. CBDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CBDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CBDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CBDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CBDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CBDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal

Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CBDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CBDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CBDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CBDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CBDO may have to the use of the Housing UNITS. CBDO shall provide UCP with certificates of insurance reflecting all coverage required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall not be adjusted more than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CBDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements
6. Exhibit F, Affidavit of Standards for Financial Management Systems
7. Exhibit G, Code of Conduct

8. Exhibit H, Conflict of Interest
9. Exhibit I, Excluded Parties List Systems (EPLS) Verification

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CBDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CBDO under this agreement. Upon request by UCP, CBDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A. **Requesting Price Adjustment**: Upon written request of the CBDO to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A CBDO must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the CBDO of the price changes.
- The CBDO must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the CBDO or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B. **Price Reduction**: CBDO shall notify the County at the time when the CBDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the CBDO to notify the County of a decrease in costs for items and/or supplies for which the CBDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be

obligated to pay the CBDO the difference between the contract price and the price adjustment.

C. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a CBDO notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CBDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the CBDO at any time upon written notice from the County to the CBDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

D. **Allowable Review Periods**: Price adjustment reviews may only be requested by the CBDO on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 27th day of March, 2009

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Affordable Homes of South Texas, Inc.

CBDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 27, 2009 by Robert Calvillo as Director of Affordable Homes of South Texas, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

NOTARY PUBLIC, State of Texas
NAME: Monica Leal
My Commission Expires: March 3, 2010

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 27, 2009 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

MICHELLE L. MENDOZA
Notary Public, State of Texas
My Commission Expires
May 04, 2009

NOTARY PUBLIC, State of Texas
NAME: Michelle L. Mendoza
My Commission Expires: May 4, 2009

EXHIBIT A

PERFORMANCE STATEMENT

A. Providing homeownership opportunities for (18-20 families) qualified families with a total yearly income between 51%-120% of the AMI.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

F. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 120% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

EXHIBIT B

BUDGET

UCP agrees to grant CBDO $1,908,659 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

Activity	Budget Amount
Unit Acquisition	$ 1,598,735
Down Payment/Closing Cost Assistance	$ 112,500
Rehabilitation	$ 90,000
Demolition	$ 20,000
Program Maintenance	$ 50,000
SUB-TOTAL	$ 1,871,235
Administration - 2%	$ 37,424
TOTAL BUDGET	**$ 1,908,659**

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CBDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CBDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CBDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are

located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CBDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CBDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CBDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CBDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CBDO, its successors, and assigns. Failure to fulfill these requirements shall subject CBDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CBDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CBDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CBDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CBDO and the United States are beneficiaries of and entitled to enforce such covenant. CBDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CBDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CBDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CBDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CBDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CBDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CBDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CBDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CBDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CBDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CBDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CBDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CBDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CBDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

a. Political Reform Act. CBDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CBDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CBDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CBDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Affordable Homes of South Texas, Inc.

Signed: _____

Director

3/27/09

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CBDO Insurance. CBDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CBDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CBDO utilizes one or more subcontractors in the performance of this Agreement, CBDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CBDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CBDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CBDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CBDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CBDO is not a material part of performance of this Agreement and CBDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CBDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CBDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CBDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CBDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

EXHIBIT F

Hidalgo County Urban County Program
Community-Based Development Organization (CBDO)Certification

Affidavit of Standards for Financial Management Systems

Date: March 27, 2009

Affiant: Robert Calvillo

Recipient: Affordable Homes of South Texas, Inc.,

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the 27th day of March., 2009.

by Robert Calvillo, on behalf of Affordable Homes of South Texas.

_____ My commission expires: March 3, 2010.

Notary Signature

Seal:

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

Amendment

AFFORDABLE HOMES OF SOUTH TEXAS, INC.

County and CBDO, hereby attach as an addendum to the 2008 Neighborhood Stabilization Program CBDO Agreement the following:

This agreement does hereby allow for the inclusion of LAND BANKING, which is an eligible activity under the Housing Economic Recovery Act of 2008.

County does hereby commit to allow for this amendment.

County: ***HIDALGO COUNTY***	CHDO: ***AFFORDABLE HOMES OF SOUTH TEXAS, INC.***
_____ Name	_____ Name
URBAN COUNTY PROGRAM DIRECTOR Title	DIRECTOR Title
_____ Date	_____ Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

Diana R. Serna, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary – Signature

STATE OF TEXAS {
COUNTY OF HIDALGO {

Robert Calvillo, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary - Signature

AI-21673 **9.C.**

Home Rehabilitation Program applicants
CC CONSENT

Date: 06/22/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request for approval of two (2) applicants in the City of Donna under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Carlos Rada Deferred Loan - Disabled Reconstruct	DO 15-08-02	Donna Precinct #1	HOME 2008	Lot seven (7), Block three (3) Ruthven Addition to the City of Donna, Hidalgo County, Texas
Maria Ledesma Deferred Loan - Elderly Reconstruct	DO 15-08-03	Donna Precinct #1	HOME 2008	Lot (21), in the Southeast Addition of the Townsite of Donna, Hidalgo County, Texas

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

Fiscal Impact

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

BUDGETARY IMPACT:
Utilizing Urban County 2008 HOME funds.

Attachments

Link: Home Rehab Applicants

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 08:06 AM	APRV
2	Perla Lopez	Perla Lopez	06/16/2010 08:55 AM	APRV
3	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Estella Webber

Started On: 06/15/2010 04:09 PM

Final Approval Date: 06/18/2010

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Consent Agenda Request Form

No. 21673

Date: June 14, 2010

Meeting Date Request: June 22, 2010

Deadline for Action: A.S.A.P

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director

Caption:

Request for approval of two (2) applicants in the City of Donna under the HOME Homeowner Occupied Housing Rehabilitation Program.

Background:

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Carlos Rada Deferred Loan – Disabled Reconstruct	DO 15-08-02	Donna Precinct #1	HOME 2008	Lot seven (7), Block three (3) Ruthven Addition to the City of Donna, Hidalgo County, Texas.
Maria Ledesma Deferred Loan – Elderly Reconstruct	DO 15-08-03	Donna Precinct #1	HOME 2008	Lot (21), in the Southeast Addition of the Townsite of Donna, Hidalgo County, Texas.

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

Please initial for approval:

HOME Manager

Finance

Legal Council _____ **Budget** _____ **Human Resources** _____ Dept./Fund No._____ Amt.
Expended: $ _____ Funds/ Staffing Budgeted: Yes ____ No ____ Amount Code: _____ Impact on Future Budget: Yes_____ No____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote

Housing Rehab Program

ENTITY: City of Donna

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

FUNDING YEAR: HOME 2008

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since April 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Carlos & Olga Rada

Family of two (2)
Applicant's age is 51 and spouse's age is 51

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$149.71
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan -Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 17,184.76
HUD Income Limits (family of 2):	$ 29,200.00

Existing Dwelling: 2 bedrooms frame home, built in 1950.

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of Donna

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

FUNDING YEAR: HOME 2008

SYNOPSIS:

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

Maria Ledesma

Family of one (1)	
Applicant's age is 83	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$454.26
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan -Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 9,600.00
HUD Income Limits (family of 1):	$ 25,500.00

Existing Dwelling: 2 bedrooms frame home, built in 1947.

RECOMMENDATION:

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

AI-21715 **10.A.**

MONTHLY COLLECTION REPORTS
CC CONSENT

Date: 06/22/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Monthly Collection Reports for February, March, April and May 2010.

OFFICE	FEES & COST	MONTH
Sheriff's Fee	$ 70,037.02	February 2010
J.P. Jesus E. Morales	$ 33,193.50	April 2010
J.P. Bobby Contreras	$ 71,609.90	April 2010
J.P. Charlie Espinoza	$ 130,562.15	April 2010
J.P. Espiridion Jackson	$ 16,893.70	April 2010
Constable Lazaro Gallardo	$ 3,050.00	March 2010
Constable Lazaro Gallardo	$ 3,160.00	April 2010
Constable Celestino Avila Jr.	$ 1,110.00	April 2010
Constable Celestino Avila Jr.	$ 2,832.40	May 2010
Constable Eddie Guerra	$ 370.00	May 2010
Anzalduas Park	$ 3,820.00	May 2010
Delta Lake	$ 1,066.00	May 2010
Fire Marshal	$ 6,301.15	May 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required. No fiscal impact.

Attachments

Link: Collection Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 09:32 AM	APRV
2	Erika Zamora	Erika Zamora	06/18/2010 04:07 PM	APRV
3	Erika Zamora	Erika Zamora	06/18/2010 04:08 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Maria Medina Started On: 06/17/2010 09:04 AM

Final Approval Date: 06/18/2010

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

June 17, 2010

The Honorable Rene Ramirez
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Ramirez:

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

OFFICE	FEES & COST	MONTH
Sheriff's Fee	$ 70,037.02	February 2010
J.P. Jesus E. Morales	$ 33,193.50	April 2010
J.P. Bobby Contreras	$ 71,609.90	April 2010
J.P. Charlie Espinoza	$ 130,562.15	April 2010
J.P. Espiridion Jackson	$ 16,893.70	April 2010
Constable Lazaro Gallardo	$ 3,050.00	March 2010
Constable Lazaro Gallardo	$ 3,160.00	April 2010
Constable Celestino Avila Jr.	$ 1,110.00	April 2010
Constable Celestino Avila Jr.	$ 2,832.40	May 2010
Constable Eddie Guerra	$ 370.00	May 2010
Anzalduas Park	$ 3,820.00	May 2010
Delta Lake	$ 1,066.00	May 2010
Fire Marshal	$ 6,301.15	May 2010

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY DISTRICT JUDGES

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

AI-21729 **10.B.**

TIRZ PAYMENT

CC CONSENT

Date:	06/22/2010
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Requesting approval to issue TIRZ payment for tax year 2009 in the amount of $51,218.90 to the City of Penitas pursuant to the interlocal agreement between the City of Penitas, Hidalgo County, and the Reinvestment Zone No. 1, City of Penitas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: TIRZ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 03:08 PM	APRV
2	Erika Zamora	Erika Zamora	06/18/2010 04:19 PM	APRV
3	Erika Zamora	Erika Zamora	06/18/2010 04:19 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Maria Medina — Started On: 06/18/2010 02:15 PM

Final Approval Date: 06/18/2010

RECEIVED

MAR 3 0 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

AMENDMENT

TO

INTERLOCAL AGREEMENT

AMONG

THE CITY OF PENITAS, TEXAS,

HIDALGO COUNTY, TEXAS,

AND

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

This amendment (the "Amendment") is made by and among the **CITY OF PENITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, Texas, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS,** a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors) and amends that certain Interlocal Agreement among the City, the County and the Zone (the "Agreement").

WITNESSETH:

WHEREAS, on November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan; and

WHEREAS, on February 14, 2005, the County originally determined to enter into the Interlocal Agreement but such Interlocal Agreement was not entered into and on October 14, 2008, the County determined to enter into the Interlocal Agreement subject to completion of certain legal and audit review of the Interlocal Agreement; and,

WHEREAS, such review raised concerns about the interaction of Article III and certain other parts of the Interlocal Agreement particularly with respect to the applicable rate of participation by the County ; and

WHEREAS, following such review and discussions of concerns about the effect of Article III of the Interlocal Agreement, on March 3, 2009, the County entered into the Interlocal Agreement with the acknowledgment from the City and the Zone that Article III of the Interlocal Agreement controls any provisions to the contrary, whether in the Interlocal Agreement's exhibits or otherwise, concerning any higher rate of participation by the County; and

WHEREAS, it is in the best interests of the parties to clarify the Interlocal Agreement to confirm the applicable rate of participation by the County.

NOW, THEREFORE, the City, the County and the Zone, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Interlocal Agreement and used herein shall have the meaning set forth therein unless otherwise defined herein.

2. **Tax Increment Participation by County.** Notwithstanding any provision to the contrary in the Interlocal Agreement, including the Project Plan and other exhibits thereto, or any other document or agreement, the parties agree that for the purpose of calculating the County's contribution into the Tax Increment Fund, Article III of the Interlocal Agreement shall control over any higher tax rate or calculation.

3. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 3rd day of March, 2009, authorizing the County Judge to execute this Amendment on behalf of the County.

4. **Severability.** In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained. In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in the Interlocal Agreement as amended hereby.

5. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

6. **Ratification of Interlocal Agreement.** The Interlocal Agreement, as amended hereby, is ratified and confirmed.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this 3rd day of March, 2009.

CITY OF PENITAS, TEXAS

Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

_____
City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

Arturo Guajardo, Jr.
County Clerk
Date: _____

APPROVED AS TO FORM:
Atlas & Hall L.L.P.

By: _____
Name: Stephen L. Crain
Date: 3-3-09

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

_____
By: _____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Final version as of 101208

RECEIVED
MAR 30 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF PENITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

The City, the County and the Zone hereby agree to the following terms and conditions of this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Zone.

"Captured Appraised Value" means the captured appraised value of the Zone, as defined by Chapter 311, Texas Tax Code.

"City" means the City of Penitas, Texas, and its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City

Attorney on the signature page of this Agreement.

"County" means Hidalgo County, Texas, and its successors and assigns.

"County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of this Agreement.

"Project" means the development of property within the boundary of the reinvestment zone, and as described in the Preliminary Project Plan.

"Project Plan" means the project plan and reinvestment zone financing plan for the Zone, a true and correct copy of which is attached to this Agreement as **Exhibit 2,** and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Zone.

"TIRZ Obligation" means any financial obligation of the TIRZ related to the implementation of the Project Plan, as amended, including reimbursement agreements with developers within the Zone.

"Zone" means Reinvestment Zone Number One, City of **Penitas**, Texas, created by the City on November 3, 2004, by Ordinance No. 2004-05, a true and correct copy of said ordinance is attached to this Agreement as **Exhibit 1**, which ordinance was amended by the City on

February 11, 2005, by Ordinance No.2005-01, a true and correct copy of which is attached to this agreement as **Exhibit 3.**

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund. The County desires to participate in the Zone, beginning with the 2005 tax year, in consideration for the agreements set forth below. The parties now desire to enter into an interlocal agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Zone by contributing to the Tax Increment Fund during the term of this Agreement equal to the tax increment with respect to the Captured Appraised Value in the Zone attributable to the County based on 95% of the lesser of (i) $0.5095 per $100 of taxable valuation, or (ii) the actual

Maintenance and Operations ad valorem tax rate levied by the County for the applicable tax year.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as taxes representing the County Tax Increment Participation are collected by the County, and payment with respect to all taxes collected as of January 31, shall be due 90 days after the delinquency date for such taxes in accordance with Section 311.013(c) of the Texas Tax Code (as of the date hereof, the delinquency date is February 1) for each year the County participates in the Zone, it being agreed by the parties that the first payment shall be due May 1, 2009 and shall include the tax increment collected by the County beginning with tax year 2005 with no penalty or interest due with respect to any payments for tax years 2005, 2006 and 2007 made on or before May 1, 2009 because this Agreement had not been executed in time for such payment or any portion thereof to have been due at any earlier time. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. Taxes

remaining delinquent for five years shall be considered uncollectible and any taxes thereafter collected by the County shall not be deemed part of the County Tax Increment Participation.

Further, as provided in Section 311.013(d), Texas Tax Code, the County is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three year period: (1) bonds have been issued for the zone under Section 311.015, Texas Tax Code; (2) the municipality has acquired property in the zone pursuant to the Project Plan; or (3) construction of improvements pursuant to the Project Plan has begun in the zone. The Zone represents to the other parties that construction pursuant to the Project Plan commenced within three years of creation of the Zone.

C. Expansion of the Zone.

The obligation of the County to participate in the Zone is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone unless the County specifically agrees to participate in the additional area.

D. Board of Directors

Notwithstanding anything to the contrary in City's Ordinance creating the Zone, pursuant to the provisions of Section 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of

the Zone. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make best faith efforts to appoint and maintain a person to serve on the Board of Directors. The County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the Zone as the County may desire.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Project Plan

Any member of the County Commissioners Court may review and comment upon any amendment to the Project Plan prior to its approval by the City Commission. The City agrees to provide the County Judge and the County Auditor with any proposed amendments to the Project Plan at least thirty (30) days prior to their submission to the City Commission for approval. The City agrees to work with the Zone Board of Directors to implement the Project Plan.

The City and the Zone agree to comply with the Project Plan. The City agrees to provide prior written notice to the County of any proposed amendments to the Project Plan. The County shall have a period of 30 business days from the date of receipt of such notice of a proposed change to provide comments and objections to the proposed change. If the County timely provides written notice to the City that it objects to the proposed change, and (i) the change materially alters the Project Plan (which may include previously approved amendments) in its form

prior to the proposed amendment (the "Project Plan Prior to Proposed Amendment"); (ii) the objection, as set out in the notice, is not resolved within 45 business days from the date of the City's receipt of the County's notice; and (iii) the City approves such change notwithstanding the County's objection, then the County may thereafter discontinue its Tax Increment Payments and terminate its participation in the Zone; *provided that* the County's discontinuation shall not become effective until such time as all TIRZ Obligations incurred with respect to the Project Plan Prior to Proposed Amendment are paid in full (the "County's Termination Effective Date"). Prior to the County's Termination Effective Date, the County shall remain a participant in this Agreement and shall be bound by its terms.

A change to the Project Plan is not considered material under the preceding paragraph unless it provides for improvements or costs unrelated to the projects and costs in the Project Plan as of the date of this Agreement. If the County does not provide notice of its objections within 45 days as provided above, the changes to the Project Plan are deemed approved.

B. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable on pro rata basis to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

C. Audits and Annual Reports

(i) In the event the City recreates a redevelopment authority in connection with the Zone, the City shall provide to the County Judge, with a copy to the County Auditor, a copy of the each of the audits required by the agreement between the City, the Zone and any such redevelopment authority within thirty (30) days of receipt of each audit.

(ii) All annual or other reports required by Chapter 311 of the Tax Code shall be provided to the County Judge as required therein with a copy to the County Auditor, and if the applicable report is filed late, the County shall not be required to make payments under Article III until it has received such reports (and penalties and interest shall not accrue for any such payment until 30 days following receipt of a late-filed report). The County Auditor shall be authorized to audit Zone records at the County's expense upon reasonable notice to the Zone and the City.

D. Plats and Subdivisions

The Parties agree to cooperate to so that the City and the County can properly account for all tax accounts within the Zone. The Zone agrees to use its best efforts to (i) provide such information as the County and the Hidalgo County Appraisal District may reasonably need to properly allocate tax accounts to the Zone, and (ii) provide copies of all plats approved within the Zone to the County Judge, the County Auditor, and the Hidalgo County Appraisal District.

V. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 2005. This Agreement terminates on the earlier of (i) December 31, 2034; (ii) the termination of the Zone as provided in Section 311.017 of the Texas Tax Code; or (iii) termination by the parties hereto consistent with all applicable laws. Nothing in this Agreement limits the authority of the Hidalgo County Commissioners Court to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

B. Early Termination

The Zone may terminate pursuant to the provisions of Section 311.017 of the Texas Tax Code.

VI. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner

the limitations on the County's, or any other party's, contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address set out below or at such other address as the receiving party may have theretofore prescribed by notice to the sending

party.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

City

City Manager
P.O Box 204
Penitas, Texas 78576

Hidalgo County

Hidalgo County Commissioners Court
Hidalgo County Courthouse
100 North Closner Blvd
Edinburg, Texas 78539
Attention: County Judge

Zone

Reinvestment Zone No. 1
c/o Hawes Hill Calderon, LLP
10103 Fondren Road # 300
Houston, Texas 77096
Attn: Bill Calderon

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

I. Force Majeure

The parties agree that in the event a party's performance of any obligation under this Agreement is delayed due to the act or failure or delay in acting of another party or another government entity (so long as such failure is not caused by an act or omission of the delaying party), then such party's time to perform shall be extended by the length of the delay provided that the party whose performance has been delayed gives prompt written notice thereof to the other parties hereto. The parties further agree that in the event any payment hereunder is miscalculated due to errors in the information provided to the party making the calculation or making the payment based on such calculation, that such payment shall be promptly adjusted upon the parties becoming aware of the miscalculation and agreeing to the proper calculation (e.g., in the event the Hidalgo County Appraisal District omits a tax account that should be in the Zone from calculations of the tax increment attributable to the Zone). It is the parties intention that all

of the parties work together in good faith to correct any such delays or miscalculations and that no interest or penalty shall be due with respect to any such delays or miscalculations.

J. Exhibits

This Agreement includes the following exhibits:

Exhibit 1: City of Penitas Ordinance No. 2004-05

Exhibit 2: Project Plan

Exhibit 3: City of Penitas Ordinance No. 2005-01

IN WITNESS HEREOF, the City, the County and the Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PENITAS, TEXAS

Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk
Date: _____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Name: Stephen L. Crain
Date: 3-3-09

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

By: _____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Exhibit 1
City Ordinance No. 2004-05

RECEIVED
MAR 30 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

#5

CITY OF PEÑITAS, Texas, Ordinance No. 2004-05

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF PENITAS AS REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that CITY OF PEÑITAS City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the public hearing on the creation of the proposed zone was published on OCTOBER 26, 2004, in the McALLEN MONITOR, a newspaper of general circulation in the City; and

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 10:45AM P2

WHEREAS, the total appraised value of real property taxable by the South Texas College District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the Hidalgo County Drainage District #1, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total area within the proposed zone is approximately 716 acres, excluding property that is publicly owned; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEÑITAS, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

Section 3. **Board of Directors**

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of a taxing unit to appoint a director by June 15, 2005, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Five of the Board of Directors, any position unfilled on June 15, 2005, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 10:47AM P6

Section 4. Duration of the Zone

That the Zone shall take effect on January 1, 2004, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 7 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2034, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. Tax Increment Base

That the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2004, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 6. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is

Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 3rd day of November, 2004.

APPROVED this 3rd day of November, 2004.

Mayor Servando Ramirez

Cindy Hernandez, City Secretary

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 12:00PM P2

Exhibit 2
Project Plan

RECEIVED

MAR 3 0 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

PENITAS TAX INCREMENT REINVESTMENT ZONE #1

PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

CITY OF PENITAS, TEXAS

Hawes Hill Calderon, L.L.P., TIRZ Consultants and Planners

TABLE OF CONTENTS

PROJECT PLAN

INTRODUCTION.....3

EXISTING USES AND CONDITIONS AND PROPOSED IMPROVEMENTS 3-4
Table A: Acreage Per Land Use Summary

PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES.....4

LIST OF ESTIMATED NON-PROJECT COST ITEMS.....5
Table B: Non-Project Costs

ZONE FINANCING PLAN

ESTIMATED PROJECT COSTS OF THE ZONE.....6
Table C: Estimated Zone Project Costs

ECONOMIC FEASIBILITY STUDY.....7

ESTIMATED BONDED INDEBTEDNESS TO BE INCURRED 7

TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE INCURRED 7

METHODS OF FINANCING AND EXPECTED SOURCES OF REVENUE.....7-8
Table D: Increment Dedicated to the Zone

ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE.....8

DURATION OF THE ZONE.....8

SCHEDULES.....9

MAPS.....14

APPENDICES.....18

PROJECT PLAN

INTRODUCTION

This document constitutes the Project Plan and Reinvestment Zone Financing Plan as required by Chapter 311, Texas Tax Code. The purpose of the Zone is to provide for the design and construction of both proposed connector streets and thoroughfares, regional drainage facilities, water, sanitary sewer, wastewater treatment facilities, public landscaping, lighting and other specific project costs in order to facilitate the development of both residential and commercial properties. The reinvestment zone includes open land where certain regional infrastructure is absent and consequently where residential and commercial development would not occur "but for" the creation of such a zone. All development will occur on undeveloped land.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project related costs, will be funded (reimbursed) by tax increment revenues derived from increases in property values following the new development.

Location

The TIRZ is generally bounded by Tom Gill Road on the west, 2 mile Road on the north, Giles Road on the east, and Hwy 83 on the south, and as further described in the enclosed map. The property consists of approximately 716 acres of land. A property metes and bounds description is provided in Appendix A.

EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE AND PROPOSED IMPROVEMENTS TO AND PROPOSED USES OF THE PROPERTY

Existing Conditions

The property is generally undeveloped. The subject site has been utilized as farmland and is currently agriculturally exempted. The development of the property is further constrained by the lack of basic infrastructure including major thoroughfares and drainage facilities. There is a predominance of defective or inadequate sidewalk or street layout, as well as problems with faulty lot layout in relation to size, adequacy, accessibility, or usefulness. The area is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.

Surrounding Land Uses

Land uses surrounding the Zone are predominately undeveloped. However, there is a public school close to the reinvestment zone, which serves a small residential enclave to the west of the zone.

Proposed Land Uses

Property located within the Zone will be mixed use in its development with approximately 70% of the land developed for single family housing, and the remainder developed for commercial usages. In addition, it is contemplated that a regional drainage system will be developed which may include drainage detention outside the boundary of the reinvestment zone.

Table A below lists the various land uses per the Conceptual Master Plan, along with their respective acreages and percentage of the gross land area.

Table A
Acreage Per Land Use Summary

Land Use Category	Acreage	% of Gross Acreage
Undeveloped residential	343	48.1%
Public ROW	50	7.01%
Parks	30	4.2%
Commercial	290	40.69%
TOTALS	714	100.0%

PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES

All construction will be done in conformance with existing building code regulations of the City of Penitas. There are no proposed changes of any city zoning ordinances, master plans, or building codes.

LIST OF ESTIMATED NON-PROJECT COST ITEMS

Zone non-project costs include those development items that will be funded by the developer for which no tax increment reimbursement is expected. These non-project development items and their associated costs are shown in Table B.

Table B
Non-Project Costs

Non-Project Items	Estimated Cost
TXDOT funded projects	$7,000,000
Drainage District funded projects	$6,000,000
Total Non-Project Costs	**13,000,000**

STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED AS A RESULT OF IMPLEMENTING THE PLAN

The subject property is vacant and there will be no displacement of residents.

REINVESTMENT ZONE FINANCING PLAN

A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table C lists the estimated project costs for the Zone. It is anticipated that the developer will advance funds for the improvements and will be reimbursed as provided in a separate agreement and other documentation between the developer, the TIRZ, the Penitas Redevelopment Authority (references made herein to the Authority are made in anticipation of its creation) and the Penitas Zone. It is anticipated that the infrastructure improvement costs will include additional financing costs associated with the projects. Line Item amounts may be adjusted with approval of the Zone Board of Directors, and will be reimbursed or disbursed based on actual audited costs for the infrastructure identified in the plan.

Table C
Estimated Zone Project Costs

Project Items	Estimated Costs
Water Improvements including wells	$1,698,373
Waste Water Improvements	$1,552,032
Drainage Improvements	$6,093,650
Demolition Costs	0
Relocation of Utility Lines	0
Sidewalks	$ 671,304
Streets	$6,414,058
3 Bridges	$2,250,000
Lights	$ 724,388
Engineering / Surveying	$1,800,000
Contingency	$1,000,000
Zone Administration – 30 years	$1,200,000
Financing costs including interest	$ 6,800,000
Total	**$30,203,805**

ECONOMIC FEASIBILITY STUDY

Appendix B contains an economic feasibility study prepared for the proposed commercial and residential development to assess the market for the proposed development. The study concludes that the proposed development is feasible and the demand for the projects is strong.

THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED

The amount of estimated bonded indebtedness is shown in Table C.

THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

Schedule C shows the anticipated time when bonds could be issued based on the revenue-derived form the estimated build-out schedules. Bonds may be issued to pay the related project costs of the Zone.

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE

Description of the Methods of Financing

In accordance with 311.015 of the Tax Increment Financing Act, the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone or Authority. Upon creation of a Redevelopment Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs. If either Zone or Authority bonds are issued, bond proceeds shall be used to provide for the project related costs outlined in this plan. It is anticipated that the Developer will advance project-related costs and be reimbursed through the issuance of Zone tax increment revenue bonds and/or be paid directly from increment revenues of the Zone as provided for in a Development Agreement. It is also contemplated that some project costs will be funded with grants from one or more entities.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone or Authority's bonds as prescribed in a Development Agreement.

Expected Sources of Revenue to Finance or Pay Project Costs

Schedule A shows the projected build-out schedule of the proposed commercial and residential development, which is supported by the Economic Feasibility Studies in Appendix B.

Table D
Increment Dedicated to the Zone

Taxing Unit		Dedicated Tax Rate	Years
Penitas*	(2004 – 2034)	$0.30/$100 Valuation	30
Hidalgo County	(2004 – 2034)	$0.5015/$100 Valuation	30

* Penitas may use its contributed tax increment funds for municipal zone related project costs in order to implement the Zone's Project Plan and Reinvestment Zone Financing Plan.

Tax Increment Fund

The City shall create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as provided for in the creation ordinance. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Penitas and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by the Tax Increment Act (the "Act"), of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to the Act.

THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

It is projected that taxable property values in the zone will increase to approximately $135 million by 2018. Schedule A shows the annual captured appraised value of these increases in property value during the build-out period.

DURATION OF THE ZONE

The City of Penitas shall establish the Zone by Ordinance. The ordinance shall establish that the Zone will take effect on January 1, 2005 and termination of the operation of the Zone shall occur on December 31, 2035. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

SCHEDULES

A. RESIDENTIAL BUILD-OUT SCHEDULE

B. ZONE CAPTURED APPRAISED VALUE AND REVENUE SCHEDULE
C. THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED
D. PROJECTED ZONE REVENUES

E. REVENUES FOR NON-PARTICIPATING JURISDICTIONS

SCHEDULE A

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Residential Buildout Schedule (In Thousands)

Residential Project Values	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	
SINGLE FAMILY																					
50 X 130 Lots					30	$2,400	20	$1,600	29	$2,000	25	$2,000	25	$2,000	22	$1,750	20	$1,600	20	$1,500	197
50 x 130 Lots					35	$3,850	30	$3,300	30	$3,300	25	$2,750	25	$2,750	29	$2,750	25	$2,750	35	$3,850	231
75 x 140 Lots					39	$5,320	32	$4,480	34	$4,760	25	$3,500	25	$3,500	29	$3,500	30	$4,200	30	$4,200	299
Total Home Sales					104		82		89		75		76		72		75		85		827
Total Captured Value		$0		$0		$11,680		$9,380		$10,060		$8,250		$8,250		$8,010		$8,550		$9,650	$73,830
Cumulative Captured Value		$0		$0		$11,680		$21,060		$31,120		$39,370		$47,620		$55,630		$64,180		$73,830	

(CONTINUED)

Residential Project Values	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	
SINGLE FAMILY																					
50 X 130 Lots	20	$1,600	20	$1,600	10	$ 800		$ -		$ -		$ -		$ -		$ -		$ -		$ -	237
50 x 130 Lots	25	$2,750	25	$2,750	11	$1,210		$ -		$ -		$ -		$ -		$ -		$ -		$ -	222
75 x 140 Lots	32	$4,480	32	$4,480	16	$2,240		$ -		$ -		$ -		$ -		$ -		$ -		$ -	319
Total Home Sales	77		77		37																848
Total Captured Value		$8,830		$8,830		$4,260		$0		$0		$0		$0		$0		$0		$0	$95,740
Cumulative Captured Value		$82,660		$91,490		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740	

Note.

1. Captured value is presented in thousands of dollars.
2. Projected value of home construction is in 2004 dollars excluding inflation.
3. Home construction in a calendar year results in captured appraised value in the following tax year.

SCHEDULE B

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Commercial Buildout Schedule (In Thousands)

	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		
Commercial Project Values	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	
Commmercial Value		$ 999		$ 1,953		$ 3,358		$ 4,810		$ 3,559		$ 1,959		$ 3,336		$ 4,197		$ 1,729		$ 3,957	
Total Captured Value		$999		$1,953		$3,358		$4,810		$3,559		$1,959		$3,336		$4,197		$1,729		$3,957	$29,857
Cumulative Captured Value		$999		$2,952		$6,310		$11,120		$14,680		$16,638		$19,974		$24,171		$25,901		$29,857	

	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		
Commercial Project Values	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	
Commmercial Value		$ 1,978		$ 4,395		$ 1,953		$ 1,953													
Total Captured Value		$1,978		$4,396		$1,953		$1,953		$0		$0		$0		$0		$0		$0	$40,138
Cumulative Captured Value		$31,836		$36,232		$38,185		$40,138		$40,138		$40,138		$40,138		$40,138		$40,138		$40,138	

Note:
1 Captured value is presented in thousands of dollars

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Projected Assessed Valuations

SCHEDULE C

Tax Roll Jan 1	Incremental Residential Assessed Valuation	Residential Incremental Assessed Valuation	No. of Homes Added	Cum. No of Homes	Senior Citizens Exemption: Number of Eligible Homes (1)	Senior Citizens Exemption: County Exemption Amount (2)	Commercial Valuation	City Projected Taxable Valuation	County Projected Taxable Valuation
2005	$ -	$ -	0	-	-	$ -	$ 998,974	998,974	998,974
2006	$ -	$ -	0	-	-	$ -	$ 2,952,151	2,952,151	2,952,151
2007	$ 11,080,000	$ 11,080,000	104	104	2.1	$ (104,000)	$ 6,310,048	17,990,048	17,886,048
2008	$ 9,380,000	$ 21,050,000	92	196	3.7	$ (186,000)	$ 11,120,235	32,180,235	31,994,235
2009	$ 10,950,000	$ 31,120,000	89	275	5.5	$ (275,000)	$ 14,679,605	45,799,605	45,524,605
2010	$ 8,250,000	$ 39,370,000	75	350	7.0	$ (350,000)	$ 16,638,379	56,008,379	55,658,379
2011	$ 8,250,000	$ 47,620,000	75	425	8.5	$ (425,000)	$ 19,973,890	67,593,890	67,168,890
2012	$ 8,010,000	$ 55,630,000	72	497	9.9	$ (497,000)	$ 24,171,261	79,801,261	79,304,261
2013	$ 8,550,000	$ 64,180,000	75	572	11.4	$ (572,000)	$ 25,900,578	90,080,578	89,508,578
2014	$ 9,650,000	$ 73,830,000	85	657	13.1	$ (657,000)	$ 29,857,300	103,687,300	103,030,300
2015	$ 8,830,000	$ 82,660,000	77	734	14.7	$ (734,000)	$ 31,835,561	114,495,561	113,761,561
2016	$ 8,830,000	$ 91,490,000	77	811	16.2	$ (811,000)	$ 36,231,708	127,721,708	126,910,708
2017	$ 4,250,000	$ 95,740,000	37	848	17.0	$ (848,000)	$ 38,184,885	133,924,885	133,076,885
2018	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2019	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2020	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2021	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2022	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2023	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2024	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
Total	$ 95,740,000		848						

Note. (1) Senior Citizen Exemption projected @ 5% of total homes built
(2) County Senior Exemption is $15,000
(*) The City has no exemptions for homestead or over 65.

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Projected Zone Revenues

SCHEDULE D

Tax Year	Cal Year	City Tax Rate	City Zone Collection	County Tax Rate	County Participation	County Zone Collection	Total Zone Revenues Available	City Rebate for Services	County Revenue Retained	Zone Revenue Available for Project Costs	Cumulative Zone Revenue Available for Project Costs
2005	2006	$ 0.3000	$ 2,997	$ 0.5900	85%	$ 5,010	$ 8,007	$ -	$ (884)	$ 7,123	$ 7,123
2006	2007	$ 0.3000	$ 8,556	$ 0.5900	85%	$ 14,305	$ 23,861	$ -	$ (2,812)	$ 21,049	$ 28,172
2007	2008	$ 0.3000	$ 53,970	$ 0.5900	85%	$ 89,999	$ 143,969	$ (26,000)	$ (15,829)	$ 101,940	$ 130,011
2008	2009	$ 0.3000	$ 96,541	$ 0.5900	85%	$ 160,451	$ 256,992	$ (46,500)	$ (28,315)	$ 182,177	$ 312,188
2009	2010	$ 0.3000	$ 137,399	$ 0.5900	85%	$ 228,308	$ 365,708	$ (68,750)	$ (40,289)	$ 256,669	$ 568,853
2010	2011	$ 0.3000	$ 168,026	$ 0.5900	85%	$ 279,127	$ 447,152	$ (87,500)	$ (49,258)	$ 310,394	$ 879,248
2011	2012	$ 0.3000	$ 202,782	$ 0.5900	85%	$ 336,852	$ 539,634	$ (106,250)	$ (59,444)	$ 373,939	$ 1,253,187
2012	2013	$ 0.3000	$ 239,404	$ 0.5900	85%	$ 397,711	$ 637,115	$ (124,250)	$ (70,184)	$ 442,680	$ 1,695,867
2013	2014	$ 0.3000	$ 270,242	$ 0.5900	85%	$ 448,886	$ 719,127	$ (143,000)	$ (79,215)	$ 498,912	$ 2,192,779
2014	2015	$ 0.3000	$ 311,082	$ 0.5900	85%	$ 516,697	$ 827,759	$ (164,250)	$ (91,182)	$ 572,327	$ 2,765,106
2015	2016	$ 0.3000	$ 343,487	$ 0.5900	85%	$ 570,515	$ 914,002	$ (183,500)	$ (100,979)	$ 629,523	$ 3,394,629
2016	2017	$ 0.3000	$ 383,169	$ 0.5900	85%	$ 636,457	$ 1,019,822	$ (202,750)	$ (112,316)	$ 704,756	$ 4,099,469
2017	2018	$ 0.3000	$ 431,779	$ 0.5900	85%	$ 887,381	$ 1,069,155	$ (212,000)	$ (117,773)	$ 739,382	$ 4,838,868
2018	2019	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 5,592,176
2019	2020	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 6,345,484
2020	2021	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 7,098,793
2021	2022	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 7,852,101
2022	2023	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 8,605,409
2023	2024	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 9,358,718
2024	2025	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 10,112,026
2025	2026	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 10,865,334
2026	2027	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 11,618,643
2027	2028	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 12,371,951
2028	2029	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 13,125,259
2029	2030	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 13,878,568
2030	2031	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 14,631,876
2031	2032	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 15,385,184
2032	2033	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 16,138,493
2033	2034	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 16,891,801
2034	2035	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 17,645,109
2035	2036	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 18,398,418
			$ 9,957,118			$ 16,541,059	$ 26,498,178	$ (5,180,750)	$ (2,919,010)	$ 18,398,418	

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Revenues for Non-participating Jurisdictions

SCHEDULE E

La Joya I.S.D. Tax Rate	La Joya I.S.D. Zone Collection	South Texas I.S.D. Tax Rate	South Texas I.S.D. Zone Collection	South Texas College Tax Rate	South Texas College Zone Collection	Drainage District #1 Tax Rate	Drainage District #1 Zone Collection
$ 1.5699	$ 15,583	$ 0.0392	$ 392	$ 0.1778	$ 1,774	$ 0.0456	$ 456
$ 1.5699	$ 46,346	$ 0.0392	$ 1,157	$ 0.1778	$ 5,243	$ 0.0456	$ 1,345
$ 1.5699	$ 282,426	$ 0.0392	$ 7,052	$ 0.1778	$ 31,950	$ 0.0456	$ 8,203
$ 1.5699	$ 505,198	$ 0.0392	$ 12,615	$ 0.1778	$ 57,162	$ 0.0456	$ 14,674
$ 1.5699	$ 719,008	$ 0.0392	$ 17,953	$ 0.1778	$ 81,340	$ 0.0456	$ 20,885
$ 1.5699	$ 879,276	$ 0.0392	$ 21,955	$ 0.1778	$ 99,471	$ 0.0456	$ 25,540
$ 1.5699	$ 1,081,198	$ 0.0392	$ 26,997	$ 0.1778	$ 122,047	$ 0.0456	$ 30,923
$ 1.5699	$ 1,262,800	$ 0.0392	$ 31,282	$ 0.1778	$ 141,727	$ 0.0456	$ 38,389
$ 1.5699	$ 1,414,175	$ 0.0392	$ 35,312	$ 0.1778	$ 159,983	$ 0.0456	$ 41,077
$ 1.5699	$ 1,627,787	$ 0.0392	$ 40,645	$ 0.1778	$ 184,149	$ 0.0456	$ 47,281
$ 1.5699	$ 1,797,467	$ 0.0392	$ 44,882	$ 0.1778	$ 203,344	$ 0.0456	$ 52,210
$ 1.5699	$ 2,005,103	$ 0.0392	$ 50,067	$ 0.1778	$ 226,834	$ 0.0456	$ 58,241
$ 1.5699	$ 2,102,487	$ 0.0392	$ 52,499	$ 0.1778	$ 237,851	$ 0.0456	$ 61,070
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1778	$ 241,319	$ 0.0456	$ 61,950

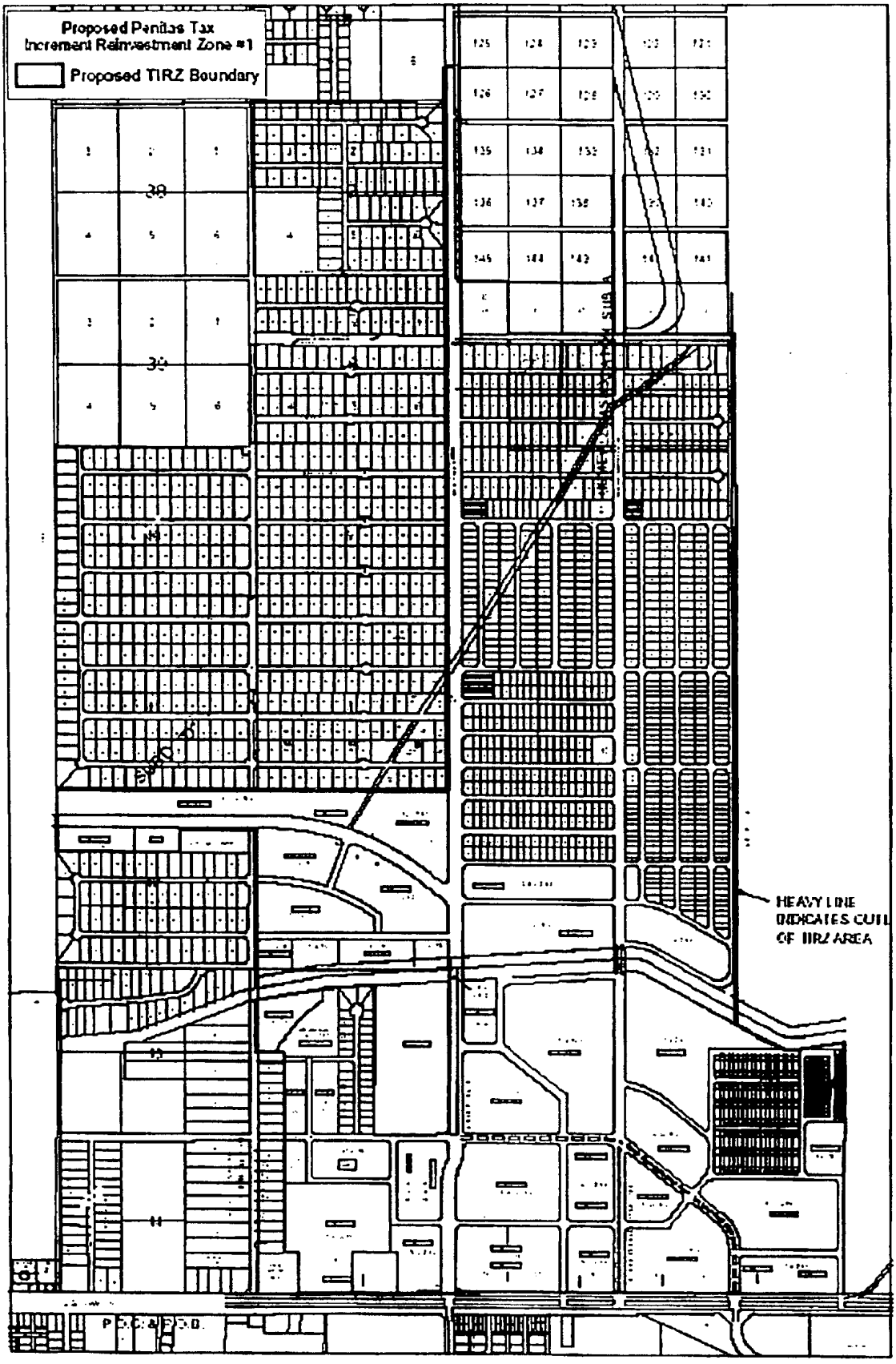
MAPS

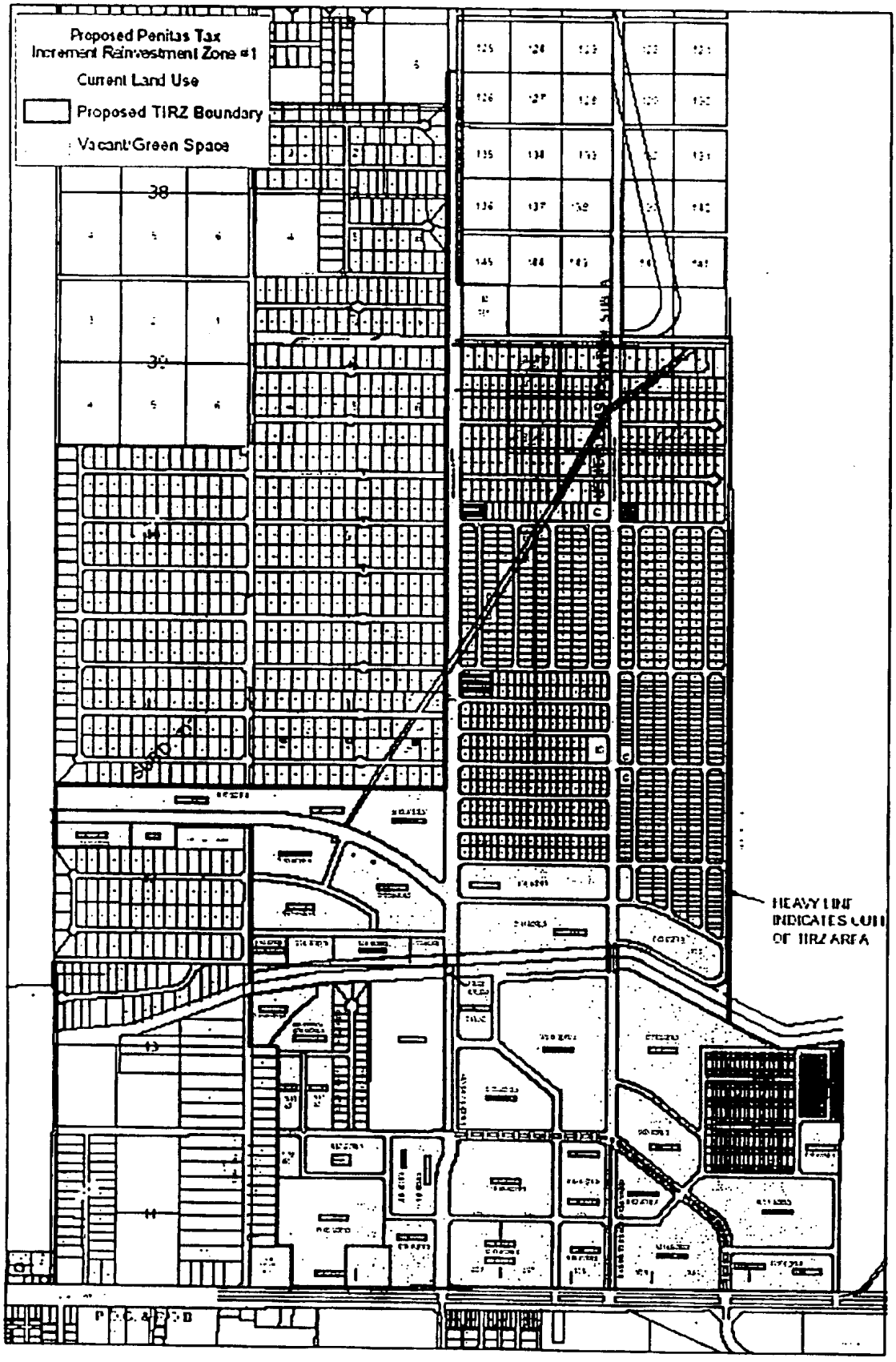
A. ZONE BOUNDARIES

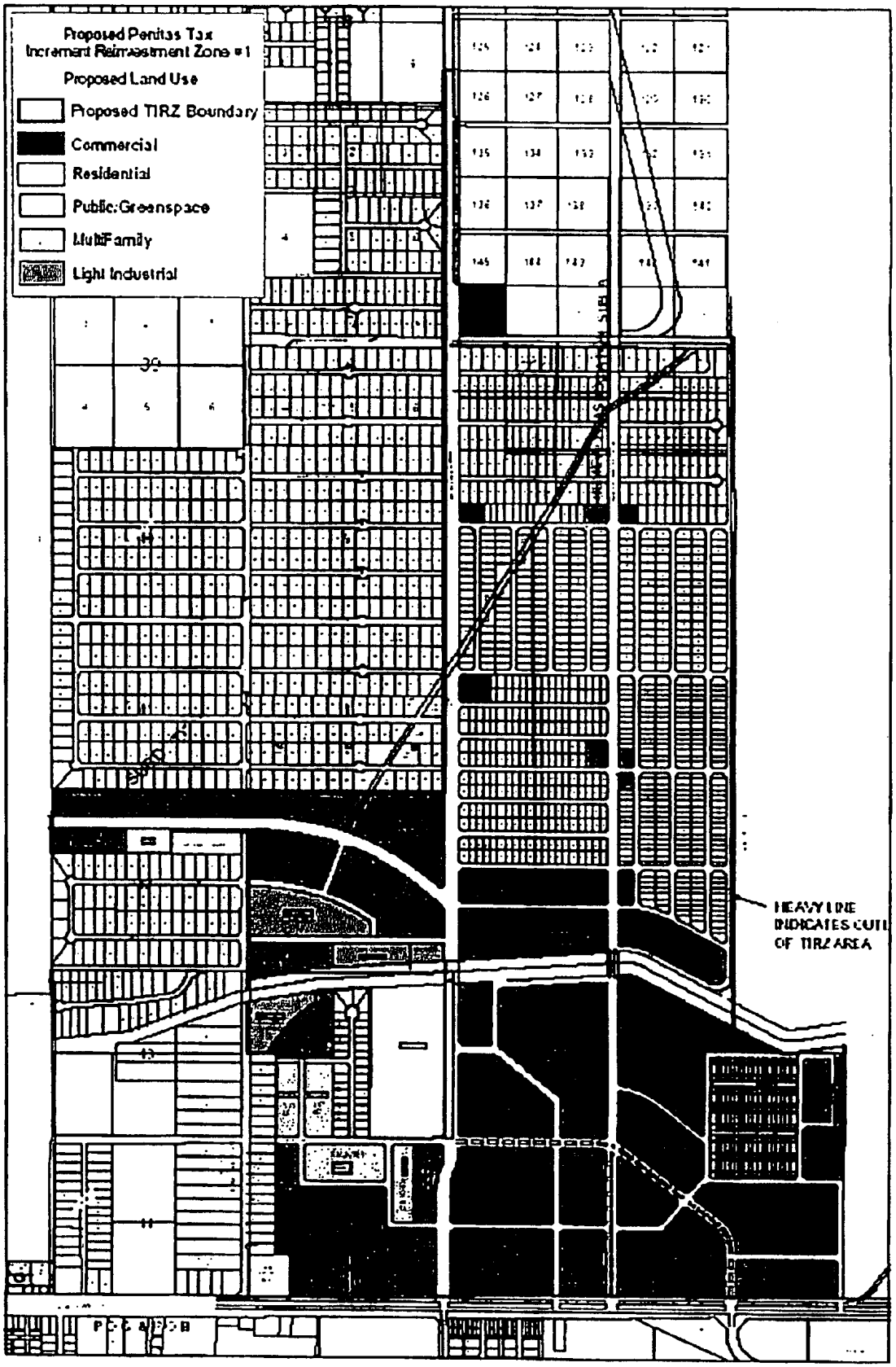
B. CURRENT LAND USES

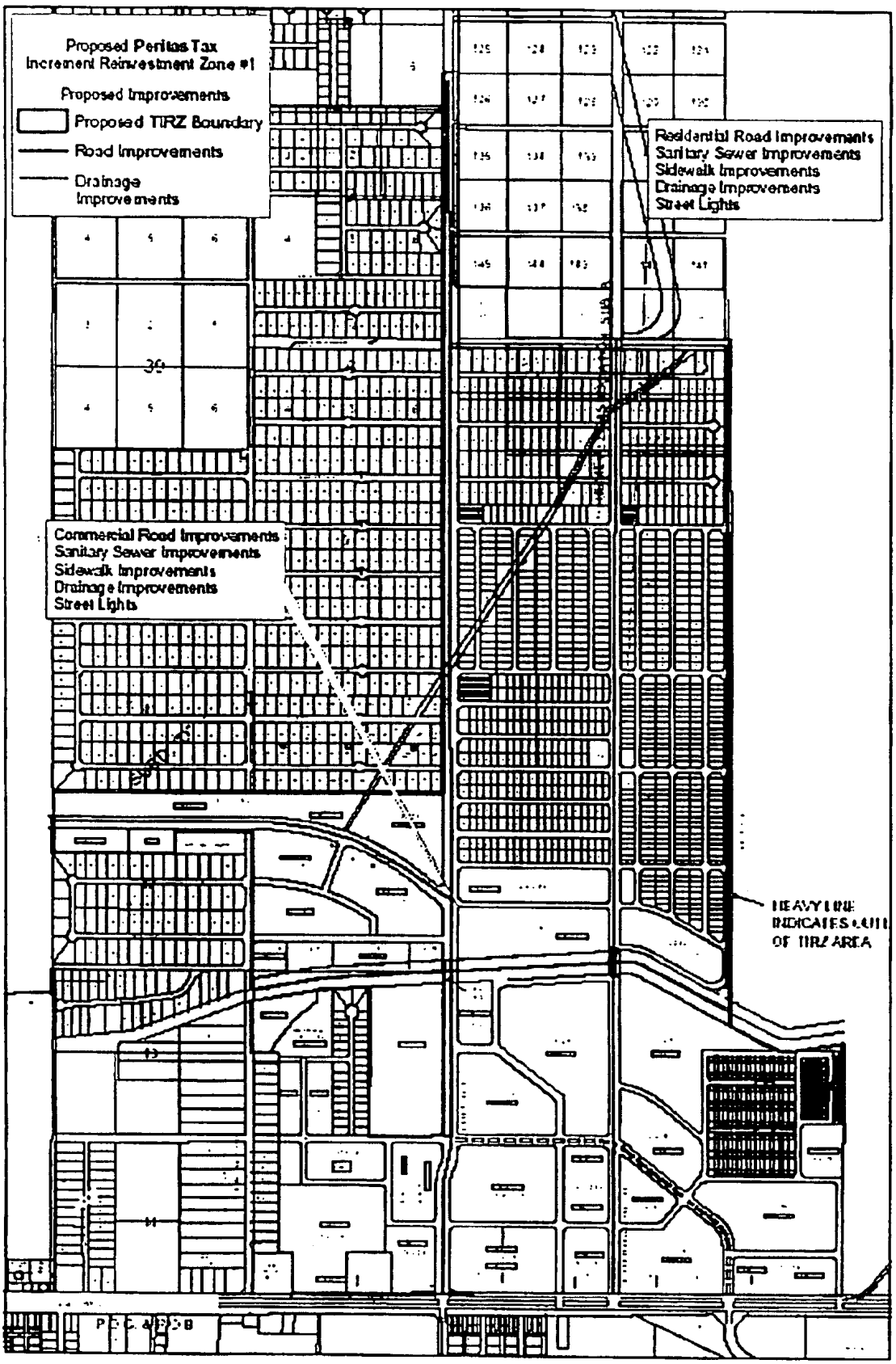
C. PROPOSED LAND USES

D. PROPOSED IMPROVEMENTS


Proposed Penitas Tax Increment Reinvestment Zone #1
Proposed TIRZ Boundary
HEAVY LINE INDICATES CUTL OF TIRZ AREA


Proposed Penitas Tax Increment Reinvestment Zone #1
Current Land Use
Proposed TIRZ Boundary
Vacant/Green Space
HEAVY LINE INDICATES OUTER OF TIRZ AREA


Proposed Pentas Tax Increment Reinvestment Zone #1
Proposed Land Use
Proposed TIRZ Boundary
Commercial
Residential
Public:Greenspace
MultiFamily
Light Industrial
HEAVY LINE INDICATES CUT OF TIRZ AREA


Proposed Peritas Tax Increment Reinvestment Zone #1
Proposed Improvements
Proposed TIRZ Boundary
Road Improvements
Drainage Improvements
Residential Road Improvements
Sanitary Sewer Improvements
Sidewalk Improvements
Drainage Improvements
Street Lights
Commercial Road Improvements
Sanitary Sewer Improvements
Sidewalk Improvements
Drainage Improvements
Street Lights
HEAVY LINE INDICATES LIMIT OF TIRZ AREA

APPENDIX A

Boundary Description of Penitas Zone

METES AND BOUNDS DESCRIPTION: BELL FARMS -TIRZ

BEING A 713.98 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING IN PART OF:

LOTS 1, 2, 3, 4, AND 5, BLOCK 1, AND,
LOTS 2, 3, 4 AND 5, BLOCK 2, AND,
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 3, AND,
LOTS 1, 2 AND 3, BLOCK 42, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF TOM GILL ROAD LOCATED BETWEEN SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D" AND LOT 3 BLOCK 3, HOMEVILLE ASSOCIATION "A" SUBDIVISION

AND, IN PART

BLOCKS 146, BLOCKS 151 THRU 235, AND,
BLOCKS 236 THRU 240, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "A," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 24 THRU 25 MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 146, 155, 156, 165, 166, 175, 176, 185, 186, 195, 196, 105, 106, 215, 216, 225, 226, 235, 236 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. EXPRESSWAY 83 AND, INCLUDING ALL OF EVERETT BELL BOULEVARD LOCATED WEST AND ADJACENT TO BLOCKS 152, 156, 162, 169, 172, 179, 182, 189, 192, 199, 202, 209, 212, 219, 222, 229, 232, AND 240 LOCATED NORTH OF U.S. EXPRESSWAY 83, AND, ALL OF GILES ROAD EAST OF AND ADJACENT TO BLOCKS 151, 160, 161, 170, 171, 180, 181, 190, 191, 200, 201, 210, 211, 220, 221, 230, 231, AND 240, LOCATED NORTH OF U.S. EXPRESSWAY 83, AND INCLUDING ALL OTHER UN-NAMED PUBLIC DEDICATION COUNTY ROADWAYS CONTAINED THEREIN,

AND, IN PART

ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 126, 135, 136 AND 145, OUT OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A."

AND, IN PART

ALL OF LOT 1, BELL NO 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 28, PAGE 197-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND, IN PART

ALL OF THAT CERTAIN PORTION OF LAND OUT OF THE EAST 1,603 02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U S EXPRESSWAY 83

AND, IN PART

ALL OF HIDALGO COUNTY IRRIGATION DISTRICT NO 16 CANAL RIGHT-OF-WAYS LOCATED WITHIN THIS HEREIN DESCRIBED 713 98 ACRE TRACT AND WHOSE 713 98 GROSS ACRE TRACT OF LAND IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ½ INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF WEST MOTOR BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 49-B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE **SOUTHWEST CORNER** AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT,

(1) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 375 0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID WEST MOTOR BANK SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(2) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 126 42 FEET TO A ½ DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF BELL SUBDIVISION, NO. 2, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN

VOLUME 31, PAGE 176, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(3) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 1,843.27 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BELL SUBDIVISION NO. 2, PHASE I, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 248.61 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR A CORNER OF THIS HEREIN DESCRIBED TRACT.

(5) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 430.47 FEET TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 MAIN CANAL FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(6) THENCE, NORTH 77 DEGREES 31 MINUTES 55 SECONDS EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 129.79 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 86 DEGREES 17 MINUTES 46 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 184.85 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT

(8) THENCE, NORTH 84 DEGREES 56 MINUTES 24 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 754.56 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(9) THENCE, SOUTH 08 DEGREE 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,432.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(10) THENCE, SOUTH 81 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 701.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(11) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,581.40 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(12) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,749.99 FEET TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(13) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 1,225.0 FEET TO A POINT FOR THE AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(14) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, PASSING THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD AND CONTINUING COINCIDENT WITH THE NORTH LINE OF LOT 1 OF FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 178, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT DISTANCE OF 698.51 FEET IN ALL TO A ½ INCH DIAMETER IRON FOUND ON THE NORTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(15) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, FAITH

FELLOWSHIP BIBLE CHURCH SUBDIVISION, A DISTANCE OF 207.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION AND BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF NUEVO PENITAS NORTE NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 149, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(16) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION, A DISTANCE OF 1,065.37 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(17) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3 BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D," A DISTANCE OF 557.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF TOM GILL SUBDIVISION NO. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 136, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE **NORTHWEST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(18) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID TOM GILL SUBDIVISION NO 1, PASSING THE WEST AND EAST RIGHT-OF-WAY LINES OF SAID TOM GILL ROAD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF TOM GILL SUBDIVISION NO. 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 3,478.03 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID TOM GILL SUBDIVISION NO. 6 AND FURTHER BEING LOCATED ON THE

WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(19) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 6,545.41 FEET TO A POINT OF INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 126, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(20) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE WESTERLY PROJECTION OF SAID BLOCK 126 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 120.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(21) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL TO AND 120.0 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,922.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR A NORTHERN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT

(22) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 388.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 146 FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(23) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 146, A DISTANCE OF 466.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 146 FOR

AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(24) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF BLOCKS 147 AND 148, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," CONTINUING AND PASSING THE WEST RIGHT-OF-WAY LINE OF EVERETT BELL BOULEVARD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF BLOCKS 149 AND 150 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," AND, PASSING THE WEST RIGHT-OF-WAY LINE OF GILES ROAD, AT A DISTANCE OF 1,991.64 FEET IN ALL TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(25) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD SAME BEING THE EAST LINE OF SAID HOMEVILLE ASSOCIATION "A," SUBDIVISION, A DISTANCE OF 6,157.47 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(26) THENCE, SOUTH 52 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 444.86 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(27) THENCE, SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(28) THENCE, SOUTH 81 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(29) THENCE, SOUTH 89 DEGREES 18 MINUTES 10 SECONDS EAST, A DISTANCE OF 451.77 FEET TO A ½ INCH DIAMETER IRON ROD

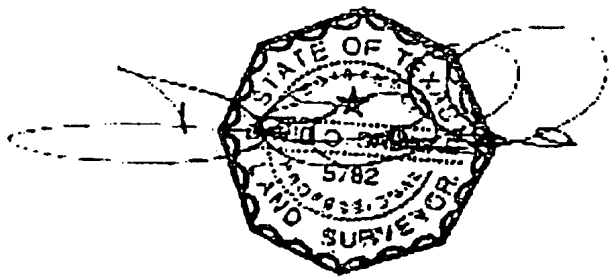
(30) FOUND ON INTERSECTION WITH THE EAST LINE OF SAID PORCION 77 FOR THE **NORTHEAST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(31) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID PORCION 77, A DISTANCE OF 2,312.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 FOR THE **SOUTHEAST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(32) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 4,848.19 FEET TO THE **POINT OF BEGINNING**, CONTAINING 713.98 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR THIS AREA

N:\SUBDIVISION PLATS EASEMENTS\INVESTMENT ZONE SUBMITTALS\METES AND BOUNDS 713.98 ACRES



APPENDIX B

Economic Feasibility Study

The study is currently underway. It will be concluded before the project plan is finalized.

Exhibit 3
City Ordinance (as amended) No. 2005-01

CITY OF PENITAS, Texas, Ordinance No. 2005-01

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 2004-05, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF PENITAS AS REINVESTMENT ZONE NUMBER ONE, CITY OF PEÑITAS, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that CITY OF PEÑITAS City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the public hearing on the creation of the proposed zone was published on OCTOBER 26, 2004, in the McALLEN MONITOR, a newspaper of general circulation in the City; and

Apr. 09 2003 11:42AM P2 FAX NO. : FROM :

WHEREAS, at the public hearing on November 3, 2004, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, no owner of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone; and

WHEREAS, the total appraised value of taxable real property in the proposed zone and all other tax increment reinvestment zones previously created by the City is $0; and

WHEREAS, the total appraised value of taxable real property taxable by Hidalgo County, in which the proposed zone is located, is approximately $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the La Jolla Independent School District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the South Texas

Apr. 09 2003 11:42AM P3

Independent School District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the South Texas College District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the Hidalgo County Drainage District #1, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total area within the proposed zone is approximately 716 acres, excluding property that is publicly owned; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEÑITAS, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas

Apr. 09 2003 11:43AM P4 FAX NO. : FROM:

Tax Code, further finds and declares:

(1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the CITY OF PEÑITAS;

(2) That the total appraised value of taxable real property in the proposed zone does not exceed fifteen percent of the total appraised value of taxable real property in the City;

(3) That the proposed zone does not contain more than fifteen percent of the total appraised value of real property taxable by Hidalgo County, the La Jolla Independent School District, the South Texas Independent School District, the South Texas College District, and the Hidalgo County Drainage District #1; and

(4) That the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. **Designation of the Zone**

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), does hereby designate as a reinvestment zone, and create and designate a reinvestment zone over, the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B" to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number One, CITY OF PEÑITAS, Texas, (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(1) and (2) of the

Apr. 09 2003 11:43AM P5 FAX NO. : FROM :

Texas Tax Code.

Section 3. **Board of Directors**

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. Failure of any other taxing unit to appoint a director by June 15, 2005, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Five of the Board of Directors, any

Apr. 09 2003 11:44AM P6 FAX NO. : FROM :

position unfilled on June 15, 2005, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even-numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position One is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section 6 of this Ordinance that may be

Apr. 09 2003 11:44AM P7
FAX NO. :
FROM :

reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 4. **Duration of the Zone**

That the Zone shall take effect immediately upon passage of the ordinance, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 6 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2034, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. **Tax Increment Base**

That pursuant to Section 311.012(c), Texas Tax Code, the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2004, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 6. **Tax Increment Fund**

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax

Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

Section 7. **Severability**

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this

Apr. 09 2003 11:44AM P9 FAX NO. : FROM :

Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 11th day of February, 2005.

Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 11th day of February, 2005.

APPROVED this 11th day of February, 2005.

Mayor, Servando Ramirez

Cindy Hernandez, City Secretary

EXHIBIT "A"

BOUNDARY DESCRIPTION

APPENDIX A

Boundary Description of Penitas Zone

METES AND BOUNDS DESCRIPTION: BELL FARMS -TIRZ

BEING A 713.98 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING IN PART OF

LOTS 1, 2, 3, 4, AND 5, BLOCK 1, AND,
LOTS 2, 3, 4 AND 5, BLOCK 2, AND,
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 3, AND,
LOTS 1, 2 AND 3, BLOCK 42, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 06, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF TOM GILL ROAD LOCATED BETWEEN SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D" AND LOT 3, BLOCK 3, HOMEVILLE ASSOCIATION "A" SUBDIVISION,

AND, IN PART

BLOCKS 146, BLOCKS 151 THRU 235, AND,
BLOCKS 236 THRU 240 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "A," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 24 THRU 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 146, 155, 156, 165, 166, 175, 176, 185, 186, 195, 196, 105, 106, 215, 216, 225, 226, 235, 236 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. EXPRESSWAY 83, AND, INCLUDING ALL OF EVERETT BELL BOULEVARD LOCATED WEST AND ADJACENT TO BLOCKS 152, 159 162, 169, 172, 179, 182, 189, 192, 199, 202, 209, 212, 219, 222, 229, 232, AND 240 LOCATED NORTH OF U.S. EXPRESSWAY 83, AND, ALL OF GILES ROAD EAST OF AND ADJACENT TO BLOCKS 151, 160, 161, 170, 171, 180, 181, 190, 191, 200, 201, 210, 211, 220, 221, 230, 231, AND 240, LOCATED NORTH OF U.S EXPRESSWAY 83, AND, INCLUDING ALL OTHER UN-NAMED PUBLIC DEDICATION COUNTY ROADWAYS CONTAINED THEREIN,

AND, IN PART

ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 126, 135, 136 AND 145, OUT OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A,"

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 2 OF 8

AND, IN PART

ALL OF LOT 1, BELL NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 28, PAGE 197-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND, IN PART

ALL OF THAT CERTAIN PORTION OF LAND OUT OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83,

AND, IN PART

ALL OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 CANAL RIGHT-OF-WAYS LOCATED WITHIN THIS HEREIN DESCRIBED 713.98 ACRE TRACT AND WHOSE 713.98 GROSS ACRE TRACT OF LAND IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ½ INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF WEST MOTOR BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 49-B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 375.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID WEST MOTOR BANK SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 126.42 FEET TO A 1/2 DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF BELL SUBDIVISION, NO. 2, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 3 OF 8

VOLUME 31, PAGE 176, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 1,843.27 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BELL SUBDIVISION NO. 2, PHASE I, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 248.61 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 430.47 FEET TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 MAIN CANAL FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 77 DEGREES 31 MINUTES 55 SECONDS EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 129.79 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 86 DEGREES 17 MINUTES 46 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 184.85 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, NORTH 84 DEGREES 56 MINUTES 24 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 754.50 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 4 OF 8

(9) THENCE, SOUTH 08 DEGREE 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,432.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, SOUTH 81 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 701.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,581.40 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(12) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,749.99 FEET TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(13) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 1,225.0 FEET TO A POINT FOR THE AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(14) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, PASSING THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, AND CONTINUING COINCIDENT WITH THE NORTH LINE OF LOT 1 OF FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 178, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT DISTANCE OF 698.51 FEET IN ALL TO A ½ INCH DIAMETER IRON FOUND ON THE NORTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(15) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, FAITH

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 5 OF 8

FELLOWSHIP BIBLE CHURCH SUBDIVISION, A DISTANCE OF 207.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION AND BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF NUEVO PENITAS NORTE NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 149, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(16) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION, A DISTANCE OF 1,065.37 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(17) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D," A DISTANCE OF 557.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF TOM GILL SUBDIVISION NO. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 136, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(18) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID TOM GILL SUBDIVISION NO.1, PASSING THE WEST AND EAST RIGHT-OF-WAY LINES OF SAID TOM GILL ROAD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF TOM GILL SUBDIVISION NO. 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 3,478.03 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID TOM GILL SUBDIVISION NO. 6 AND FURTHER BEING LOCATED ON THE

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 6 OF 8

WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(19) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 6,545.41 FEET TO A POINT OF INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 126, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(20) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE WESTERLY PROJECTION OF SAID BLOCK 126 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 120.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(21) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL TO AND 120.0 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,922.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR A NORTHERN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(22) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 388.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 146 FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(23) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 146, A DISTANCE OF 466.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 146 FOR

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 7 OF 8

AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(24) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF BLOCKS 147 AND 148, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," CONTINUING AND PASSING THE WEST RIGHT-OF-WAY LINE OF EVERETT BELL BOULEVARD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF BLOCKS 149 AND 150 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," AND, PASSING THE WEST RIGHT-OF-WAY LINE OF GILES ROAD, AT A DISTANCE OF 1,991.64 FEET IN ALL TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(25) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD SAME BEING THE EAST LINE OF SAID HOMEVILLE ASSOCIATION "A," SUBDIVISION, A DISTANCE OF 6,157.47 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 71 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(26) THENCE, SOUTH 52 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 444.86 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(27) THENCE, SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(28) THENCE, SOUTH 81 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(29) THENCE, SOUTH 89 DEGREES 18 MINUTES 10 SECONDS EAST, A DISTANCE OF 451.77 FEET TO A ½ INCH DIAMETER IRON ROD

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 8 OF 8

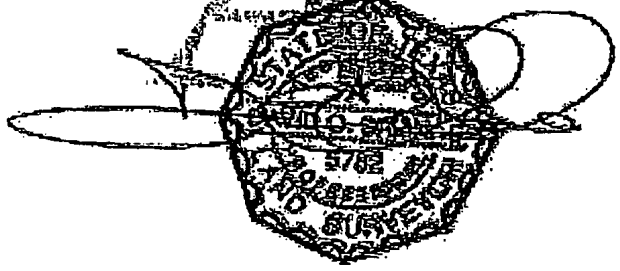
(30) FOUND ON INTERSECTION WITH THE EAST LINE OF SAID PORCION 77 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(31) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID PORCION 77, A DISTANCE OF 2,312.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(32) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 4,848.19 FEET TO THE POINT OF BEGINNING, CONTAINING 713.98 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR THIS AREA.

N:\SUBDIVISION\PLATS\TAXINCREMENTREINVESTMENTZONE\SUBDIVISIONSANDBOUNDS\713.98ACRES



AI-21708 **11.A.**

Requesting Approval for a 1 Yr Extension with Quest Diagnostics
CC CONSENT

Date:	06/22/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to exercise the additional one (1) year term extension as provided under current contract for "Laboratory Services for CHIP Perinatal Eligible Patients" for Hidalgo County, under the same rates, terms, and conditions with Quest Diagnostics, Inc. C-08-116-07-08 effective 7-09-10 through 7-08-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-003-0-339

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

BUDGETARY IMPACT:

Available balance as of 6-18-10 $741.90. All services will be on an "As Needed Basis".

Attachments

Link: 1 Yr Extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 03:48 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 09:47 AM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/16/2010 04:39 PM

Final Approval Date: 06/18/2010

PURCHASING DEPARTMENT
County Of Hidalgo

June 16, 2010

CERTIFIED MAIL
7099 3220 0002 9744 8222
Via Facsimile (972) 692-7843

Dr. Michael Peat, Ph.D
Quest Diagnostics, Inc.
4770 Regent Blvd.
Irving, Texas 75063

Re: C-08-116-07-08-Laboratory Services for CHIP Perinatal Eligible Patients

Dear Dr. Peat:

Commissioners' Court will take applicable action (Tuesday, June 22, 2010) in connection with the Hidalgo County's option to extend/renew for an additional (1) one year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 9, 2010. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, June 18, 2010, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-21685 **11.B.**

Reject and Re-Advertise Bids for Boiler Maintenance Services and Entrance of Sliding Glass Doors Maintenance

CC CONSENT

Date:	06/22/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Recommendation by Facilities Management with concurrence by Sheriff's Office to reject sole bid received with authority to advertise with modified specifications (by user departments) for: RFB-2010-091-06-02CGV-"Boilers Maintenance Services for Hidalgo County" including and approval of modified procurement packet (.ie. legal notice, specifications, etc.) as attached hereto;

2. Requesting authority to re-advertise a sealed procurement process (i.e. request for bids) for: "Entrance Sliding Glass Doors Maintenance and Repair Services-Hidalgo County, inasmuchas no bids were received for Bid No.: 2010-092-06-02CGV. and approval of procurement packet (i.e. legal notice, specifications, etc.) as attached hereto;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Budget account for advertisement for purchasing dept.

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-432/431

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

BUDGETARY IMPACT:

432 --> Available balance of $24,392.10 as of 06/18/10.
431 --> Available balance of $42,674.92 as of 06/18/10.

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance of $218,917.72 as of 06/18/10.

Attachments

Link: Draft Packet-Glass Doors

Link: BACKUP

Link: draft packet - boilers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 03:16 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:53 PM	APRV
3	Olga Garza	Olga Garza	06/18/2010 02:35 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Gricelda Villarreal Started On: 06/16/2010 01:20 PM

Final Approval Date: 06/18/2010

Bid No: 2010-000-00-00CGV	Buyer III: GRISELDA (CRIS) VILLARREAL	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

"ENTRANCE SLIDING GLASS DOORS
MAINTANANCE REPAIR SERVICES"- HIDALGO COUNTY
_____, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-03

LEGAL NOTICE **Bid No: 2010-000-00-00CGV**

1. Sealed bids will be received for **"RFB- ENTRANCE SLIDING GLASS DOORS MAINTANANCE REPAIR SERVICES- HIDALGO COUNTY,"** in accordance with the specifications attached hereto as Exhibit "A." Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2.One (1) original and three (3) copies of all bids are required, with the bidders name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **BID NO.: 2010-000-00-00CGV- "RFB ENTRANCE SLIDING GLASS DOORS MAINTANANCE REPAIR SERVICES- HIDALGO COUNTY"** and in County's Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "REQUEST FOR BIDS 2010-000-00-00CGV RFB ENTRANCE SLIDING GLASS DOORS MAINTANANCE REPAIR SERVICES- HIDALGO COUNTY".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

DRAFT

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

DRAFT

- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -**"RFB ENTRANCE SLIDING GLASS DOORS MAINTANANCE REPAIR SERVICES- HIDALGO COUNTY"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditors' Office
Ray Eufracio, Auditor
2808 So. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

DRAFT

. ~~If the contract proposed is for the construction of public works or is for a contract~~ for goods and services ~~exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

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

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

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

19. Ethical Standards:

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

DRAFT

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

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

20. Disclosure of Conflict of Interest:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

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

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity

DRAFT

hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid
for
RFB "ENTRANCE SLIDING GLASS DOORS MAINTANANCE REPAIR SERVICES"- HIDALGO COUNTY
Bid No: 2010-000-00-00CGV
_____, 2010

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

DRAFT

EXHIBIT "A"

HIDALGO COUNTY
"ENTRANCE SLIDING GLASS DOORS MAINTENANCE REPAIR SERVICE"
RFB No. 2010-00-00-00CGV

SPECIFICATIONS/REQUIREMENTS AND OTHER TERMS & CONDITIONS

PROJECT OVERVIEW:

Hidalgo County is seeking a qualified vendor(s) to conduct maintenance and repair service to all main entrance automatic glass doors, manual glass double doors and main emergency exit doors on an "As Needed Basis" for All County owned buildings. Vendor shall provide all parts, labor and materials necessary for the maintenance and repairs, including, but not limited to, the following:

REQUIREMENTS:

1. Vendor must have been in business (in this field) for a minimum of three (3) years.

2. A list of a minimum of two (2) current references/contracts for any state, local political subdivision, private sector or any other Law Enforcement Agency must be submitted with your Bid. Information should include, but not limited to the following:
    a. Company
    b. Contact Person
    c. Telephone Number
    d. Work Performed
    e. Contract Term

3. Vendor submitting bid must have authorized licensed service technicians to repair automatic glass doors:
    a. Manufactured through various commercial (companies) brands utilizing authorized hardware, mechanical, electrical parts for:
        i. Mechanical opening and/or closing door locking system;
        ii. Control Box;

4. Vendors submitting a bid must warranty all worked performed;

5. Vendor must submit and maintain all proper insurances for the duration of contract term(s), (refer to Exhibit C).

6. All costs for inspections and/or repair and maintenance shall be in an hourly/time repair rate which commences upon arrival at the job site.

7. All repair services (with parts percentage mark-up rate, if applicable) will be on as "As Needed Basis Only".

8. All billing invoices must be itemized (parts, labor, etc…). Awarded vendor may be required to provide to the County Auditor's Office supporting documentation for cost plus and/or markup list

DRAFT

pricing contract.

SERVICE CALLS:

1. Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:
   a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day regular basis, everyday, including weekends and holidays;
   b) Travel time from and to area must be included in the bid price on a cost per hourly fee basis.

2. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handles as follows:
   a. Point of Contact: Mr. Richard Sunday, Infrastructure Systems Manager, or his/her representative shall call the Vendor as an emergency. Vendors shall respond on a twenty-four (24) hour-a-day basis, seven (7) days a week;
   b. Vendor shall provide immediate response and have a technician on-site without delay.

3. Vendor must also be available for trouble shooting via telephone.
   a. Response time for troubleshooting service call shall be within a twenty-four (24) hour-a-day turnaround basis.

TERM AND CONDITIONS:

1. The initial term of this contract will be for one (1) year with the county's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County has the option to continue this bid for an additional sixty (60) day grace period extension at the end of the contract for any unforeseen delays on subsequent contract. Bid price must remain firm during the contract period.

3. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons prior to any cancellation. Hidalgo County reserves the right to award canceled contract to the next lowest bidder as it deems to be in the best interest of the County.

4. Hidalgo County reserves the right to hold this bid for a period of ninety (90) days without taking any action.

5. Hidalgo County may utilize state awarded contracts whenever it is in the county's best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a. The contract expires;
   b. Delivery acceptance of products and/or performance of services ordered, or
   c. Terminated by County with thirty (30) days written notice prior to the cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.

DRAFT

8. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

9. Hidalgo County reserves the right to separate and accept, or eliminate any items(s) listed under this bid that deems necessary to accommodate budgetary and/or operational requirements.

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration

DRAFT

of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

ADDITIONAL INFORMATION:

- All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas,

78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO: cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN,** Wednesday, _____, 2010 BY 5:00 P.M. Responses to said inquiries will be sent to all participants via facsimile or via email by no later than, Friday, _____, 2010 by 5:00 P.M.

DRAFT

EXHIBIT "B"

HIDALGO COUNTY
"ENTRANCE SLIDING GLASS DOORS MAINTENANCE REPAIR SERVICE"
RFB No.: 2010-000-00-00CGV

BID PAGE

Repairs and maintenance services should be on an hourly time repair rate with mark up rate for parts (If applicable). Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

1. **MECHANICAL SYSTEM:**

On-Site Service Time Period:	Technician Rate/Hour	Technician Helper Rate/Hour	Specify Normal Business Hours:	
Normal Business Hours	$	$	_____ A.M.	_____P.M.
Evening/Overtime:	$	$		_____P.M.
Weekends/Holidays	$	$	_____A.M.	_____P.M.

2. **Mark Up (%) Rate for Electronics Parts: _____**

3. **Mark Up (%) Rate for Mechanical Parts: _____**

4. **Parts lot for PM purposes as recommended by vendor: _____**

5. **Trouble shooting (via-phone) fee per hour: _____**

6. **PLEASE STATE ALL WARRANTIES: _____**

==========

TERM: Term of contract will be for one (1) year with County's option to extend for three (3) additional one (1) year terms.

VENDOR / COMPANY NAME: _____

PHYSICAL ADDRESS: _____MAILING ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____FAX NUMBER:_____

AUTHORIZEDSIGNATURE: _____TITLE:_____

PRINTED NAME_____ EMAIL: _____DATE:_____

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-000-00-00

THIS CONTRACT is made and entered into this day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Entrance Sliding Glass Doors Maintenance Repair Service-County Owned Buildings"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for **Entrance Sliding Glass Doors Maintenance Repair Service for County Owned Buildings** as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, _____ **2010** and ending on, _____, **2011** with the County's option to renew contract for three (3) additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

DRAFT

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall

DRAFT

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____day of _____, 2010

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

DRAFT

From:	juan tapia
To:	"Cris Villarreal "
Subject:	FW: Current Projects- 10-091-06-02 Boiler Maintenance Services and 10-092-06-02 Sliding Glass Door Maintenance Service
Date:	Wednesday, June 16, 2010 4:23:36 PM

Cris, FYI Rick agreed also OK? Thanks. Juan Tapia

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Wednesday, June 16, 2010 4:02 PM
To: 'juan tapia'
Subject: RE: Current Projects- 10-091-06-02 Boiler Maintenance Services and 10-092-06-02 Sliding Glass Door Maintenance Service

Ditto. Yes, re-advertise.

Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

From: juan tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Wednesday, June 16, 2010 3:26 PM
To: 'Cris Villarreal '
Cc: 'Richard Sunday'
Subject: RE: Current Projects- 10-091-06-02 Boiler Maintenance Services and 10-092-06-02 Sliding Glass Door Maintenance Service

Cris,
Yes, please go ahead with the re-advertise process for both of our projects. Thanks
Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, June 16, 2010 3:08 PM
To: 'juan tapia'; richard.sunday@co.hidalgo.tx.us
Subject: Current Projects-Boiler Maintenance Services and Sliding Glass Door Maintenance
Importance: High

Mr. Sunday and Mr. Tapia,
Just want to make sure we are all on the same page and status of the above mention projects. I will have an agenda item request for next Tuesday, June 22, 2010 as follows: RFB- 2010-091-06-02CGV- Boiler Maintenance Services-Authority to Reject and Re-Advertise due to modification of specifications and RFB 2010-092-06-02CGV-Entrance Sliding Glass Door Maintenance and Services- Authority to Re-advertise due to no bids received.
Please let me know via email if you agree to proceed with the procurement process as soon as possible.

Thank you,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department
Ph: 956-318-2626 or 956-292-7000, ext. 4867
Fax: 956-318-2629
email: cris.villarreal@co.hidalgo.tx.us

Bid No: 2010-000-00-00CGV	Buyer: CRIS VILLARREAL	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

RFB Boiler Maintenance Service-Hidalgo County
_____, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **"RFB Boiler Maintenance Service-Hidalgo County,"** in accordance with the specifications attached hereto as Exhibit "A." Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required, with the bidders name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **BID NO.: 2010-000-00-00CGV- "RFB Boiler Maintenance Service-Hidalgo County"** and in County's Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "REQUEST FOR BIDS 2010-000-00-00CGV RFB Boiler Maintenance Service-Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

DRAFT

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

DRAFT

- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"RFB Boiler Maintenance Service-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditors' Office
Ray Eufracio, Auditor
2808 So. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2010**
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

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

DRAFT

. If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

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

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

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

19. Ethical Standards:

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

DRAFT

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

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

20. Disclosure of Conflict of Interest:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

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

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity

DRAFT

hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid
for
RFB Boiler Maintenance Service-Hidalgo County
Bid No: 2010-000-00-00CGV
_____, 2010

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

DRAFT

EXHIBIT "A"

HIDALGO COUNTY
"BOILERS MAINTENANCE SERVICE"
RFB No. _____

SPECIFICATIONS/REQUIREMENTS AND OTHER TERMS & CONDITIONS

OVERVIEW:
Hidalgo County is seeking request for bids from qualified vendor(s) to contract for services for "Boilers Maintenance Service" on an "As Needed Basis" only for All County owned buildings. Vendor(s) shall provide all parts, labor and materials necessary for maintenance and repairs, including but not limited to, the following:

REQUIREMENTS:

1. All costs for inspections, repairs and maintenance shall be in an hourly/time repair rate which commences upon arrival at the job site.

2. All repair services (with parts percentage mark up rate, if applicable) will be on an As Needed Basis" only.

3. Vendor submitting a bid must use authorized licensed technicians for repairs, servicing and certificate of operation for any boiler equal 100 gallons or more.

4. Vendor must conduct an inspection test to all boilers as listed herein on the following safety controls once a year:

primary low water cutoff/ flow switch
high gas pressure switch
low gas pressure switch
high limit control – operating control
check heat exchanger tubes and manifold for water leaks
check butterfly water valves, ensure individual boilers can be isolated for emergencies (replace when necessary)
check centrifugal pumps & electric motors for grounding
start and operate boiler

5. Vendor must turn in report of inspection upon completion of test(s).

6. Boilers should be cleaned on an annual basis as follows: **clean boiler tubes; clean gas tubes & check igniters, adjust if necessary.**

7. All billing invoices must be itemized (parts, labor, etc…). Awarded vendor may be required to provide to the County Auditor's Office supporting documentation for Cost Plus and/or Mark-up list pricing contract.

DRAFT

8. Vendor(s) submitting a bid must warranty all worked performed.

9. Vendor must have been in business (in this field) for a minimum of three (3) years.

10. A list of a minimum of two (2) current references/contracts for any state, local political subdivision, private sector or any other Law Enforcement Agency must be submitted with your bid. Information should include, but not limited to the following:
    a. Company Name
    b. Contact Person
    c. Telephone Number
    d. Worked Performed
    e. Contract Term

APPLICABLE STANDARDS:
Awarded vendor(s) shall perform all testing, inspection, repair, removal and installation in a safe manner in accordance with applicable laws and regulations, in addition to all Building Codes and State Safety Standards.

LOCATIONS: Hidalgo County has the several locations and different types (manufactured) of boilers to be serviced, including, but not limited as follows:

Hidalgo County Sheriff's Office: (Detention Center)
711 El Cibolo Rd, Edinburg Tx., 78540

- Manufacturer: TELEDYNE LAARS
- Serial numbers: CO1F04569/CO1F04570
- Input-BTU-3'050.000
- Output- BTU- 2'501.000
- Natural Gas

Hidalgo County Old Juvenile Department (Water Heater-Boiler)
3100 S. Hwy 281, Edinburg, Texas 78539

- Manufacturer: Rheem-Ruud Commercial
- M/N-G100-270A
- S/N-URNG0701G01061
- Input-BTU-270000
- Capacity-100 Gallons
- Natural Gas

Hidalgo County Courthouse-Boiler
100 N. Closner, Edinburg,Texas 78539

- Manufacturer: Williams & Davis
- Size-50
- M/N-780
- S/N-6312 1987
- BTU-2100/1000
- Voltage-120-60Hz

DRAFT

- Natural Gas

New Juvenile Justice Center-Boilers
1001 N. Doolittle Rd., Edinburg, Texas 78539

1. Room A-114
   - Manufacturer: Rheem
   - M/N-E120A-12-6
   - S/N-RR0206E00529
   - Gallons-120
   - Year 2006
   - Electric-54Kw 480V/3Ph
2. Room D-141
   - Manufacturer: Rheem
   - M/N-ELD120-B
   - S/N-RR0206E00484
   - Gallons 120
   - Year-2006
   - 6000-Upper-6000-Lower-277V-1PH
3. Room C-151
   - Manufacturer: Rheem
   - M/N-ELD120-B
   - S/N-RR0206E00485
   - Gallons 120
   - 6000Upper-6000-Lower-277V-1PH
4. Room B-213
   - Manufacturer: Rheem
   - M/N-ELD120-B
   - S/N-0206E00486
   - Gallons 120
   - 600Upper-6000-Lower-277V-1PH
5. Room B-104
   - Manufacturer: Rheem
   - M/N-E120A-30-G
   - S/N-RR0206E00530
   - Gallons-120
   - 54Kw-240V-3PH
   - Year-2006
6. Room B-260
   - Manufacturer: Rheem
   - M/N-ELD120-B
   - S/N-RR0206E00487
   - Gallons-120

DRAFT

- 6000-Upper-6000-Lower-277V-1Ph
- Year-2006

7. Room C-206
   - Manufacturer: Rheem
   - M/N-ELD120-B
   - S/N-Cw0706RR0206E01282
   - Gallons-120
   - 6000-Upper-6000-Lower-277V-1PH
   - Year 2006
8. Room D-184
   - Manufacturer: Rheem
   - M/N-ELD120-B
   - S/N-RR0206E00483
   - Gallons-120
   - 6000-Upper-6000-Lower-277V-1PH
   - Year-2006

SUBSTANCE ABUSE TREATMENT FACILITY-BOILERS

1.
   - Manufacturer: RBL-Boiler
   - M/N-FW750
   - S/N-090747213
   - Input BTU-750000
   - Gallons-120-W/Storage Tank
   - Natural Gas
   - 120V
   - TX-INS#239128
   - Year-200BTU-750000
   - Gallons-120-W/Storage Tank
   - Natural Gas
   - 120V
   - TX-INS#239128
   - Year-2007

2.
   - Manufacturer: A.O. Smith
   - M/N-BTR198-108
   - S/N-MG000956048
   - BTU Input-199000
   - Gallons-100
   - Natural Gas

3.
   - Manufacturer: A.O. Smith

DRAFT

- M/N-BTR198-108
- S/N-MG000950046
- BTU Input-199000
- Gallons-100
- Natural Gas

RESTITUTION CENTER-BOILERS
1124 N. M. Rd, Edinburg, Texas 78539
1.

- Manufacturer: Rheem
- M/N-ES120-+12-G
- S/N-CW0200RR1099E00603
- Gallons-120
- 12Kw-208V-3PH

2.

- Manufacturer: Rheem
- M/N-ES120-12-G
- S/N-CW200RR1099E00547
- Gallons-120
- 12Kw-208V-3PH

3.

- Manufacturer: Rheem
- M/N-ES120-12-G
- S/N-KW0300RR030E00136
- Gallons-120
- 12Kw-208V-3Ph

WESLACO BOOT CAMP- BOILERS
1000 N. Doolittle Rd., Edinburg, Tx
1.

- Manufacturer: Rheem
- M/N-ES120-54-G
- S/N-CW0303RR1202E00237
- Gallons-120
- 54Kw-240V-3PH

2.

- Manufacturer: Rheem
- M/N-E120A-36-G
- S/N-D0207RR0107E01017
- Gallons-120
- 36Kw-240V-3PH
- Year-2006

3.

DRAFT

- Manufacturer: Rheem
- M/N-ES120-36-G
- S/N-CW1005RR0705E00060
- Gallons-120
- 36Kw-240V-3PH

4.

- State- Not in Use- Child Care
- M/N-SBF100260NETASME
- S/N-K02514379
- Gallons-100
- BTU-Inlet-260000
- Natural Gas
- Year-2002

Point of Contact: Mr. Richard Sunday, Infrastructure Systems Manager, Facilities Management
Office: 956-289-7858, ext. 4358, Cell: 956-457-6116

SERVICE CALLS:

1. Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:
   a. On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day regular basis, everyday, including weekends and holidays;
   b. Travel time from and to area must be included on a cost per hourly fee basis.

2. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:
   a. Point of Contact: Mr. Richard Sunday, Infrastructure Systems Manager, Facilities Management, or his/her representative shall call the Vendor as an emergency. Vendors shall respond on a twenty-four (24) hour-a-day basis, seven (7) days a week, including holidays.
   b. Vendor shall provide immediate response and have a technician on-site without delay.

3. Vendor must also be available for trouble shooting via telephone. Response time for troubleshooting service calls shall be on a (24) hour-a-day basis, seven (7) days a week, including holidays.

TERMS AND CONDITIONS:

- The initial contract term will be for one (1) year with the county's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.

- Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

- Vendor must submit and maintain current all proper insurances for the duration of contract. (refer to exhibit c).

DRAFT

- Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

- Hidalgo County reserves the right to award the bid to multiple vendors if the County determines it is in the best interest to do so.

- Any contract award to a successful bidder will be in effect until, a) the contract expires; b) delivery acceptance of products and/or performance of services ordered; or c) terminated by County with thirty (30) days written notice prior to cancellation.

- Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

- Hidalgo County has the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.

- Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates, terms and conditions including, but not limited to: renovations/modernizations of the buildings.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

DRAFT

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

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

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

DRAFT

Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

ADDITIONAL INFORMATION:

- All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO: cris.villarreal@co.hidalgo.tx.us , BY NO LATER THAN,** Wednesday, _____ BY 5:00 P.M. Responses to said inquiries will be sent to all participants via facsimile or via email by no later than, Friday, _____ by 5:00 P.M.

DRAFT

EXHIBIT "B"

HIDALGO COUNTY
"BOILERS MAINTENANCE SERVICE"
BID PAGE

Repairs and/or maintenance services should be on an hourly/time repair rate with mark up rate for parts (if applicable). Any and all additional fees should be included in bid price (Reference to Exhibit "A" specifications).

1. MECHANICAL SYSTEM:

On-Site Service Time Period:	Technician Rate/Hour	Technician Helper Rate/Hour	Specify Normal Business Hours:	
Normal Business Hours	$	$	_____ A.M.	_____P.M.
Evening/Overtime:	$	$		_____P.M.
Weekends/Holidays	$	$	_____A.M.	_____P.M.

2. Mark Up (%) Rate for Electronics Parts: _____

3. Mark Up (%) Rate for Mechanical Parts: _____

4. Parts lot for PM purposes as recommended by vendor: _____

5. Trouble shooting (via-phone) fee per hour: _____

6. PLEASE STATE ALL WARRANTIES: _____

==========

TERM: Term of contract will be for one (1) year with County's option to extend for two (2) additional one (1) year terms.

VENDOR / COMPANY NAME: _____

PHYSICAL ADDRESS: _____MAILING ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____FAX NUMBER:_____

AUTHORIZEDSIGNATURE: _____TITLE:_____

PRINTED NAME_____ EMAIL: _____DATE:_____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-000-00-00

THIS CONTRACT is made and entered into this day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Boilers Maintenance Service for County Owned Buildings"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Boilers Maintenance Services for County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

DRAFT

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, _____ **2010** and ending on, _____, **2011** with the County's option to renew contract for two (2) additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

DRAFT

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship. that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____day of _____, 2010

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

DRAFT

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

DRAFT

AI-21683 **11.C.**

ONE (1) YEAR EXTENSIONS

CC CONSENT

Date:	06/22/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the one (1) year term extension as provided in the current contracts' for the following projects:

1. Between Hidalgo County and Valley Metro Security, L.L.C., for " Security Services for Parking Lots Owned by Hidalgo County", C-09-013-05-19; Effective date: July 11, 2010

2. Between Hidalgo County Precinct No. 2 and Allied Waste Services, Inc., for "Waste Collection Services for South Tower Community Resource Center (CRC)". C-09-147-07-14 -Effective date: July 14, 2010

BACKGROUND

Sign Letter from Vendor & Insurance Certificate attached

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

$75,756.58 available balance as of 06/18/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-466-00-122-082-0-421

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

BUDGETARY IMPACT:

reference: LIT for CC AI-21744

Attachments

Link: LETTER FROM USER DEPARTMENT

Link: SIGNED LETTER FROM VENDOR AND INSURANCE CERTIFICATES

Link: CONTRACT VALLEY METRO

Link: MEMO FROM PCT 2

Link: CONTRACT

Link: SIGNED LETTER FROM VENDOR

Link: SIGNED LETTER FROM VENDOR AND INSRUANCE CERT - ALLIED WASTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 11:23 AM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:10 PM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 04:44 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Olga Montero Started On: 06/16/2010 01:00 PM

Final Approval Date: 06/18/2010

CONSTABLE PRECINCT 4

J. E. "EDDIE" GUERRA

June 15, 2010

Hidalgo Co. Purchasing
C/o Olga Montero, Buyer III
2802 S. Business hwy 281
Edinburg, Texas 78539

Ms. Montero,
Please allow this to serve as an official notice that Hidalgo County Constable Precinct 4, wishes to exercise the one year extension on contract # C-09-013-05-19 (acct. # 0-1100-415-00-115-002-0-350) , with Valley Metro Security, for security services. I will gladly make myself available should you have any questions or concerns.

Respectfully,

Joel Rivera
Chief Deputy Constable
Hidalgo Co. Pct. 4

Office: (956) 383-8560 • Fax: (956) 383-8565 • 1212 South 25th St. • Edinburg, Texas 78542

PURCHASING DEPARTMENT
County Of Hidalgo

June 7, 2010

Francisco J. Guerrero, President
Valley Metro Security, LLC.
12513 Bail Bond Drive
Edinburg, Texas 78542

Via Facsimile (956) 287-7600
Via-Email: fguerrero@valleymetro.net

Re: Extension/Renewal - Contract No. C-09-013-05-19 - "Security Services for Parking Lots Owned by Hidalgo County"

Dear Mr. Guerrero:

Commissioners' Court will take applicable action (Tuesday, June 22, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is July 11, 2010.

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, June 14, 2010, 10:00 a.m., via-facsimile to (956) 956-292-7612 or via-email olga.montero@co.hidalgo.tx.us .

By: _____ Date: 6/11/2010

Francisco J. Guerrero, President
Valley Metro Security, L.L.C.

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2010

PRODUCER

El Dorado Insurance Agency
3673 Westcenter
PO Box 66571
Houston TX 77266

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FIRST MERCURY INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Valley Metro Security, LLC dba
Valley Metro Security
12513 Bail Bond Drive
Edinburg TX 78542

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	FMMI012425-4	12/14/2009	12/14/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ Included
		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)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	CEMI00TBD	12/14/2009	12/14/2010	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "Hidalgo County "

CERTIFICATE HOLDER

Hidalgo County
Attn:Purchasing Departing
2812 South Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
R.L. King, Jr./LYU/

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORDs provided by Forms Boss. www.FormsBoss.com; (c) Impressive Publishing 800-208-1977

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2010

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
ACCES INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG TX 78539 956-702-9002	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: TEXAS MUTUAL INSURANCE	
VALLEY METRO SECUIRTY LLC 12513 BAIL BOND DRIVE Edinburg TX 78542	INSURER B: PROGRESSIVE AUTO INSURANCE	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC ☐				PRODUCTS - COMP/OP AGG	$
B		AUTOMOBILE LIABILITY					
		X ANY AUTO	054755730-0	06/20/2010	06/20/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 1,000,000
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below	001062087	11/13/2009	11/13/2010	E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "HIDALGO COUNTY"

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN. PURCHASING DEPARTMENT
2812 S. BUS. HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
RINA CASAS

ACORD 25 (2009/01)
© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD
ACORDs provided by Forms Boss. www.FormsBoss.com; (c) Impressive Publishing 800-208-1977

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-013-05-19

THIS CONTRACT is made and entered into this 11th day of July, 2009 by and between the County of Hidalgo, Texas ("County"), and **Valley Metro Security, L.L.C.,** a Texas Limited Liability Company ("Company").

WHEREAS, Company responded to request for bids for **"Security Services for Parking Lots Owned by Hidalgo County"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Chief Of Security, Hidalgo County Office of Budget Management and Hidalgo County Purchasing Department** or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 11, 2009** and ending **July 10, 2010** and may be extended at the sole discretion of County for an additional two (2) - one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Valley Metro Security, LLC**
Attn: Francisco J. Guerrero, President
12513 Bail Bond Drive
Edinburg, Texas 78542

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: VALLEY METRO SECURITY

By: _____

Printed Name: FRANCISCO J. GUERRERO

Title: PRESIDENT

Approved by Commissioners Court on: 05/19/09

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A" SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS CHECKLIST

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

1. Invitation Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications / Exhibit "B" Bid Page, consisting of 8 pages.
4. Exhibit "C" Insurance Requirements, consisting of 3 pages.
5. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
6. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
7. Certification Regarding Debarment, consisting of 1 pages.
9. Draft Service Contract.

The above mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail: olga.montero@co.hidalgo.tx.us to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

_____

_____

_____

Re: REQUEST FOR BIDS FOR:
HIDALGO COUNTY- "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
RFB No: 2009-013-03-11-otm

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar PW

Martha L. Salazar, CPPB- Purchasing Agent
Hidalgo County Purchasing Department

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY

BID OPENING DATE:

MARCH 11, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **" HIDALGO COUNTY – SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-013-03-11-otm HIDALGO COUNTY - SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-013-03-11-otm- RFB- HIDALGO COUNTY – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder

b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00) as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest

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

Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

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

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
BID NO.: 2009-013-03-11-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS

SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

OVERVIEW:

The County of Hidalgo is seeking qualified contractor(s) to furnish **Security Services** for RFB-PARKING LOTS OWNED BY HIDALGO COUNTY. Services will be required on Monday-Sunday, hours will be determined by location and need.

There will be a **"Pre-Bid Meeting"** scheduled for Wednesday**, March 04, 2009, at 3:00 P.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, March 11, 2009. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2009-013-03-11-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT

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

ELECTRONIC TRANSMISSION OF BIDS

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

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

SUBMITTER DEFAULT

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

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

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

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

WAIVING OF INFORMALITIES

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

SUBCONTRACTING

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

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS

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

UNDERSTANDING OF THE PROJECT:

To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only . Hidalgo County has the option to add or delete additional sites and/or locations.

BIDDER'S REQUIREMENTS

a) Security Officers will be needed to provide security services at the direction of Hidalgo County for several locations involved in this project. Services will be: Mondays – Sunday. Times will be designated by need and location.

- Parking Lot Square (100 N. Closner-Edinburg)– 1 Unarmed Security Officer
  Monday – Friday 7:00 a.m. to 6:00 p.m.
  Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 6:00 p.m.
  "Jury Selection Department will require an additional guard"

- Administration Annex (100 E. Cano-Edinburg) – 1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 7:00 p.m.

- 430th District Court parking lot (Hon. Israel Ramon, Jr) 11[illegible]S. 9th street-Edinburg–
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- ~~San Carlos Warehouse – (E. 17 & 6th Street–San Carlos)–1 Unarmed Security Officer~~
  ~~Monday – Friday 10 p.m. to 7 a.m.~~
  Saturday, Sunday and Holidays 24/hr Armed Security Officer.

- Adult Probation Facility – 3100 S. Bus. 281 (Building B)-Edinburg
  1 Unarmed Security Officer, Monday-Friday 7:00 a.m. to 6:00 p.m.

- Hidalgo County Precinct #2 – Alamo Road Community Center
  1429 S. Tower Road, Alamo
  Monday – Sunday 9 p.m. to 6 a.m. - 1 Armed Security Officer

- New Administration Building (fka K-Mart Bldg.) 2802 S. Bus. Hwy 281, Edinburg
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- Substance Abuse Facility (known as Boot Camp)-Corner of Schunior & "M" Rd.-Edinburg
  1 Unarmed Security Officer
  ~~Saturday (12:30 p.m.-3:30 p.m.)~~

b) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

c) Contractor must ensure coverage if and when security officers are given a meal break.

d) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

e) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

f) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL

Proof of any certifications, licenses, permits registrations required by federal, state and local statue regulations and all required current insurances applicable to project.

SECURITY OFFICERS

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED

Hidalgo County requires **one (1) original submittal and three (3) copies**.

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo Count's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete parking locations throughout the contract term.

SELECTION PROCEDURES

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

BID RATE

Bids submitted must be on a **"PER HOURLY RATE PER DAY".**

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

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2009**.

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.

2. Ability to meet all requirements of the bid.

3. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: **$** _____

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: **$** _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ _____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt ☐ Black American ☐ Native American Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
~~**To Be Completed by the County: Rec'd by (Purchasing):**~~ **_____** ~~**Date Rec'd by (Purchasing):**~~ **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9** (Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT

THE STATE OF TEXAS

COUNTY OF HIDALGO

SERVICE CONTRACT
C-09-013-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY}** for Hidalgo County (Precincts Nos. 1 & 3) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County (Precincts Nos. 1 & 3) for **" SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY."** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning April 15, 2009 and ending on April 14, 2010 and may be extended at the sole discretion of County for an additional two (2) year-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____

EXHIBIT "B" VENDOR'S BID

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKNIG
LOTS OWNED BY HIDALGO COUNTY"
RFB NO: 2009-013-00-00-otm

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: **$** 11.12

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: **$** 10.28

INSURANCE CERTIFICATES INCLUDED: **YES** X **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: Valley Metro Security

ADDRESS: 12513 Bail Bond Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78542

CELLULAR & PAGER NUMBERS: Francisco Guerrero-956-793-4807

FAX NUMBER: 956-287-7605

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Francisco J. Guerrero

TITLE: President

DATE: March 10,2009

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2009

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
El Dorado Insurance Agency 2515 North Blvd. PO Box 66571 Houston, Texas 77266	**INSURERS AFFORDING COVERAGE** — **NAIC #** INSURER A: FIRST MERCURY INSURANCE COMPANY INSURER B: AIG LIFE INSURANCE COMPANY INSURER C: STATE FARM AUTO INSURANCE INSURER D: INSURER E:
INSURED VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG,TX 78542	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	FMMI012425	12/14/2008	12/14/2009	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $	1,000,000 100,000 5000 1,000,000 2,000,000 INCLUDED
C		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	53-8493-V45	04/13/2009	04/13/2010	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $	2,000,000 1,000,000 1,000,000 1,000,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $	
A		**EXCESS / UMBRELLA LIABILITY** X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CEMI00TBD	12/14/2008	12/14/2009	EACH OCCURRENCE $ AGGREGATE $ $ $ $	2,000,000 2,000,000
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	ASBA-58049	06/02/2008	06/02/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	 1,000,000 1,000,000 1,000,000
		OTHER					

APR 24 2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF **"County Of Hidalgo"**

CERTIFICATE HOLDER	CANCELLATION
County Of Hidalgo **2812 South Bus Hwy 281** **Edinburg,TX 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./LY07

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

1992909

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Valley Metro Security

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Valley Metro Security has no affiliation

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Valley Metro Security has no affiliation

4

Signature of person doing business with the governmental entity

March 10,2009

Date

Adopted 06/29/2007

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:
Print Name: Francisco X. Guerrero
Title: President
Telephone Number: 956-287-7600
Date: March 10,2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Valley Metro Security, LLC

Business name, if different from above
Valley Metro Security

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12513 Bail Bond Drive

Requester's name and address (optional)
Hidalgo County
2812 S. Bus. Hwy 281, Edinburg, TX, 78539

City, state, and ZIP code
Edinburg, Texas 78542

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
74 2997571

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — **Signature of U.S. person** ▶ [signature] **Date** ▶ 3-11-09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X — Form **W-9** (Rev. 10-2007)

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☒Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☒Other City Of Houston

Indicate Certification No(s).: 1742997571100 or Are Certificate(s) Attached?: ☒Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 . Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Valley Metro Security,LLC	**Telephone No.** (956) 287-7600
dba Name: Valley Metro Security	
Legal Name: Valley Metro Security, LLC	
Mailing Address : 12513 Bail Bond Drive	**Fax No.** (956) 287-7605
Physical Address: 12513 Bail Bond Drive	
City, State, Zip Edinburg,Texas 78542	**Tax I.D. No.** 74-2997571
Remit to Address : 12513 Bail Bond Drive	**City, State, Zip** Edinburg,Texas 78542
E-Mail Address: fguerrero@valleymetro.net	
Representative(s) Name(s) & Title(s) Francisco J. Guerrero/President	

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__X__ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 74-2997571 _____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** April 2001 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __X__ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Francisco J. Guerrero/President

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Minority **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☒ More than 500,000 annual gross receipt

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☒ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☒ Yes ☐ No

Indicate Certification No.(s): Attached **or are Certificate(s) attached?:** ☒ Yes ☐ No

What type of product(s) is/are solicited by your company?: Security Guard Services

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

CONFIDENTIAL – This information contains trade secrets, commercial, and/or financial background data and is considered privileged and proprietary by Valley Metro Security. All pages are exempt from inspection or public disclosure.

DRAFT

Hidalgo County
Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

MEMORANDUM

TO: Hidalgo County Purchasing Department
Marty Salazar-Purchasing Agent
c/o: Olga Montero

FROM: Hidalgo County Precinct #2
Hector "Tito" Palacios, County Commissioner
Yoli Cisneros, Administrative Assistant II

DATE: June 16, 2010

SUBJECT: Recommendation for *Waste Collection Services for CRC*

I am requesting the continued service(s) for the following vendor(s):

Waste Collection Services for South Tower (CRC)
Contract #C-09-147-07-14

Account #0-1100-466-00-122-082-0-421
(Note: Transfer for next CCM)

Should you have any questions or need further assistance with this matter, please feel free to contact me, Yolanda Cisneros, Administrative Assistant II @ the number listed below.

Thank you.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-147-07-14

THIS CONTRACT is made and entered into this 14th day of July, 2009 by and between the County of Hidalgo, Texas ("County"), and **ALLIED WASTE SERVICES, INC,** a Delaware Corporation ("Company").

WHEREAS, Company responded to request for bids for **"Waste Collection Services for South Tower Community Resource Center (CRC)"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Precinct No. 2 and Hidalgo County Purchasing Department** or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 14, 2009** and ending **July 13, 2010** and may be extended at the sole discretion of County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Allied Waste Services**
Attn: Rey Alegria, Major Accounts/Retention Rep.
9402 W. Expressway 83
Harlingen, Texas 78552

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Termination: This contract may be terminated without cause by County on thirty day's written notice to Company.

15. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause on thirty day's written notice prior to cancellation.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: **Allied Waste Services, Inc.**

By:_____

Printed Name: Reynaldo Allegri

Title: Sales Manager

Approved by Commissioners Court on: 07/14/09

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Date: 7-2-09

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT No. 2

"WASTE COLLECTION SERVICES
FOR SOUTH TOWER COMMUNITY
RESOURCE CENTER (CRC)"

RFB NO: 2009-147-05-20-otm

Exhibit "A"
Hidalgo County Precinct No. 2
"Waste Collection Services for South Tower
Community Resource Center (CRC)"
Bid No. 2009-147-05-20-otm

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County Precinct No. 2 is seeking a qualified vendor to provide "Waste Collection Services for South Tower Community Resource Center (CRC)".

1. All services will be done on an "As Needed Basis".

2. Bidder must identify the landfill site to which solid waste material are to be delivered to.

3. In the event Bidder is not the owner or operator of the landfill site, bidder shall provide Hidalgo County with copies of documents authorizing Bidder to dispose of solid waste material in such landfill.

4. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission evidencing authorization for the disposal of waste products.

5. In addition, Bidder shall present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a solid waste collection/disposal business.

6. Bidder will be required to provide one (1) - Eight (8) cubic yard bin with lid and to collect all solid waste materials generated by Hidalgo County Precinct No. 2-South Tower CRC at the following locations:

    a. 1429 S. Tower Road, Alamo, Texas (once per week)

7. Bidder should specify the following in the bid:

    - Size and Description of containers to be provided by Bidder.
    - Collection schedule proposed by Bidder.
    - Charge per collection, including basis for such charge (i.e. container size, volume of materials actually collected, etc.)
    - Additional fees such landfill charges, transportation charges, etc.

8. Cost for Land Filing will be on per ton basis.

9. Bidders shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

10. The successful bidder will maintain liability insurance accident and natural disaster, as described and listed in: Insurance Requirements (See Exhibit "C").

11. The successful bidder will indemnify and hold harmless Hidalgo County, its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

12. Hidalgo County upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

13. Bidders prior to the award of contract and the successful bidder thereafter, will notify County immediately upon termination, cancellation, revocation or suspension of such permits or licenses, in which event Hidalgo County may in its sole discretion, declare to consider such party's bid or if a contract has been awarded, immediately terminate such contract.

14. Each bidder further represents and warrants that there are not current pending legal or administrative proceeding relating to its conduct of a solid waste collection, transport disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful Bidder will notify Hidalgo County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of a solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

15. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:

    - Construction Debris
    - Furniture / Mattresses
    - Flammable / Hazardous Material
    - Batteries
    - White goods transported to metal recycle

16. Bidder should designate which categories of waste your firm can transport or accept for waste storage.

17. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event and upon the discretion of Hidalgo County Precinct No. 2.

18. In cases of discrepancy between unit price and extension, the unit price shall govern.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

20. The term of the contract shall be for a period of one (1) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid contract term.

21. Hidalgo County is requesting that any and all questions, inquiries and clarifications be addressed to: Olga T. Montero, Buyer II – Hidalgo County Purchasing Department, 2812 South Business Hwy 281, Edinburg, Texas 78539, (956) 318-2626 or email olga.montero@co.hidalgo.tx.us . TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

    ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR EMAIL: olga.montero@co.hidalgo.tx.us , no later than May 13, 2009 by 3:00 p.m.. Responses will be sent to all applicants by no later than Friday, May 15, 2009 by 5:00 p.m.

EXHIBIT "B" VENDOR'S BID

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PRECINCT No. 2
"WASTE COLLECTION SERVICES FOR
SOUTH TOWER COMMUNITY RESOURCE CENTER (CRC)"
RFB No. 2009-147-05-20-otm

DESCRIPTION	RESPONSE	
PRICE PER HAUL FOR ONE (1), EIGHT (8) CU. YD. CONTAINER WITH LID TO BE SERVICED ONCE A WEEK	TOTAL MONTHLY RATE AT: $ 114.84	
COST FOR LAND FILLING (TIPPING CHARGE):	$ / TON INCL. ABOVE	
LANDFILL SITE ADDRESS TO WHICH SOLD WASTE MATERIAL WILL BE DELIVERED IF BIDDER IS NOT OWNER OF THE LANDFILL SITE:	Bidder OWNED	
BIDDER WILL PROVIDE ONE (1) - EIGHT (8) CUBIC YARD BINS WITH LIDS LOCATED AT THE COMMUNITY RESOURCE CENTER (CRC)	☒ YES	☐ NO
DOES BIDDER POSSESS ALL PERMITS NECESSARY TO CONDUCT A SOLID WASTE COLLECTION & DISPOSAL BUSINESS:	☒ YES	☐ NO
PROPOSED COLLECTION SCHEDULE: SPECIFY COLLECTION DAY OF THE WEEK	Thursday	

BIDDER / COMPANY NAME:	BFI Waste Services of Texas, L.P
ADDRESS:	9402 West Expressway 83
CITY / STATE / ZIP CODE:	Harlingen, TX. 78552
PHONE & FAX No.'S:	(800) 423-7316 Ph. (956) 428-2045 Fax
SIGNATURE:	R Alegria
PRINTED NAME:	Reynaldo Alegria
TITLE:	Sales Manager
DATE:	5-18-09
Bidder acknowledges and commits to the bid price, requirements, terms and conditions. ☒ YES ☐ NO	R Alegria 5-18-09 Authorized Signature Date Reynaldo Alegria Printed Name OPENED 9:55 am

Witnessed

EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2009

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262

BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

863 Allied Waste Services of Rio Grande Valley
9402 W EXPRESSWAY 83
HARLINGEN, TX 78552

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: STEADFAST INS CO	26387
INSURER C: AMERICAN GUARANTEE & LIAB INS	26247
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	GLO370304202	6/30/2009	6/30/2010	EACH OCCURRENCE	$ 5,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
						GENERAL AGGREGATE	$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 5,000,000
		[ ] POLICY [ ] PRO-JECT [X] LOC					
A		AUTOMOBILE LIABILITY	BAP370304302	6/30/2009	6/30/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS / UMBRELLA LIABILITY	AUC594569901	6/30/2009	6/30/2010	EACH OCCURRENCE	$ 5,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 5,000,000
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	EWT300304401	1/1/2009	1/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory In NH)				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BB&T

BB&T Insurance Services of California, Inc.

BB&T - Knight Insurance Services
535 N Brand Blvd, 10th Floor
Glendale, CA 91203
(818) 662-4200 Fax (818) 662-9312
CA License # 0619252

Re: Policy #EWT300304401

To Whom It May Concern:

Republic Services & its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic has filed an approved Indemnity Plan with the Texas Department of Insurance, & therefore is not required to carry Workers Compensation insurance in Texas.

The certificate enclosed certifies the Texas Excess Employers Indemnity policy which they carry providing insurance protection for both Employers Liability & also Excess coverage for the approved Indemnity plan.

Please advise if you have any further questions.

Regards,

Manny Mashhoud
President, Los Angeles Division

2001742

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: May 28,2009 at 08:16A
As a Recording
Document Number: 2001742
Total Fees 16.00
Receipt Number 1041375
By,
Vanessa Ureste, Deputy

1 **Name of person who has a business relationship with local governmental entity.**

ALLIED WASTE SERVICES

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No N/A

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No N/A

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No N/A

D Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

5.28.09

Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: BFI Waste Services **Telephone No.** (800) 423-7316

dba Name:

Legal Name: BFI Waste Services of Texas,L.P

Mailing Address : See Below **Fax No.** (956) 428-2045

Physical Address: 9402 W. Expressway 83

City, State, Zip Harlingen, Tx. 78552 **Tax I.D. No.** 86-1024527

Remit to Address : See Above **City, State, Zip**

E-Mail Address: reynaldo.alegria@awin.com

Representative(s) Name(s) & Title(s) Reynaldo Alegria - Sales Manager

Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 86-1024527 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Deleware **Date:** 1989 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor __X__ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Reynaldo Alegria - Sales Manager

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Solid Waste Collection / Disposal

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☒No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Reynaldo Alegria
Title: Sales Manager
Telephone Number: (956) 423-7316
Date: 5-18-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name
ALLIED WASTE SERVICES

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
9402 W. EXPRESSWAY 83

Requester's name and address (optional)

City, state, and ZIP code
HARLINGEN, TX. 78552

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–					

or

Employer identification number
8	6	–	1	0	2	4	5	2	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► S. B. J. Date ► 1/02/2008

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PURCHASING DEPARTMENT
County Of Hidalgo

June 7, 2010

Reynaldo Alegria, Sales Manager
BFI Waste Services of Texas, L.P.
9402 W. Expressway 83
Harlingen, Texas 78552

Via Facsimile (956) 428-2045
Via-Email: ralegria@republicservices.com

Re: Extension/Renewal - Contract No. C-09-147-07-14 - "Waste Collection Services for South Tower Community Resource Center (CRC)"

Dear Mr. Alegria:

Commissioners' Court will take applicable action (Tuesday, June 22, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is July 14, 2010.

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, June 14, 2010, 10:00 a.m., via-facsimile to (956) 956-292-7612 or via-email olga.montero@co.hidalgo.tx.us .

By: _____ Date: 6.15.10

Reynaldo Alegria, Sales Manager
Allied Waste Services, Inc.

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga J. Montero, Buyer II
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

June 7, 2010

Reynaldo Alegria, Sales Manager
BFI Waste Services of Texas, L.P.
9402 W. Expressway 83
Harlingen, Texas 78552

Via Facsimile (956) 428-2045
Via-Email: ralegria@republicservices.com

Re: Extension/Renewal - Contract No. C-09-147-07-14 - "Waste Collection Services for South Tower Community Resource Center (CRC)"

Dear Mr. Alegria:

Commissioners' Court will take applicable action (Tuesday, June 22, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is July 14, 2010.

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, June 14, 2010, 10:00 a.m., via-facsimile to (956) 956-292-7612 or via-email olga.montero@co.hidalgo.tx.us .

By: _____ Date: 6.15.10

Reynaldo Alegria, Sales Manager
Allied Waste Services, Inc.

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga A. Montero, Buyer II
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2010

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262
BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Republic Services Inc
(Named Insured Continued Below)
18500 N. Allied Way
Phoenix AZ 85054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: LEXINGTON INS CO	19437
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CLO370304203	6/30/2010	6/30/2011	EACH OCCURRENCE	$ 5,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 5,000,000
		POLICY PRO-JECT X LOC				PRODUCTS - COMP/OP AGG	$ 5,000,000
A		AUTOMOBILE LIABILITY	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 0
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 0
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS / UMBRELLA LIABILITY	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE	$ 5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 5,000,000
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
DIV 4063 Named Insured Includes BFI Waste Services of Texas, LP

Certificate Holder is an Additional Insured if required by written contract. Waiver of Subrogation rights apply. If See Attached...

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01) © 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

DESCRIPTIONS Continued.

required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

Republic Services Inc includes any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.

BB&T Insurance Services of California, Inc.

BB&T Knight Insurance Services
535 N Brand Blvd 10th Floor
Glendale, CA 91203
(510) 662-4200 Fax (818) 662-5312
CA License # 0E19252

RE: Policy #: EWT300304402 6/30/10 to 06/30/11
Steadfast Ins. Co. (Zurich)

$1,000,000 E.L. Each Accident
$1,000,000 E.L. Disease - Each Employee
$1,000,000 E.L. Disease - Policy Limit

To Whom It May Concern:

Republic Services Inc. & its subsidiaries are registered non-subscribers to the Texas Workers' Compensation Act. Republic has filed an approved Indemnity Plan with the Texas Department of Insurance, which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas.

The certificate enclosed certifies the Texas Excess Employers Indemnity policy which they carry provides insurance protection for both Employers Liability & also Excess coverage for the approved Indemnity plan.

Please advise if you have any further questions.

Regards.

Manny Mashhoud
President, Los Angeles Division

AI-21670 **11.D.**

Renewal/Extension: Harris County Department Of Education Interlocal (HCDE)

CC CONSENT

Date:	06/22/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to renew for an additional year of current County Master Service Interlocal by and between Hidalgo County and Harris County Department Of Education (HCDE); including the Interlocal Addendum #1 with Choice Facility Partners awarded vendor "Herrera & Hunt For Job Order Contract (JOC) Services" and finally the Purchasing Cooperative for purchases of products/services, all under the Harris County Department Of Education Interlocal and thus allowing the County to expand procurement resources that are compliant with the bidding requirements.

BACKGROUND

T be effective from July 4, 2010 through July 3, 2011. Interlocal is automatically renewed/extended each year by Harris County Department Of Education (HCDE), but for practical purposes, the purchasing department wishes to have CC approve such request.

Fiscal Impact

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

BUDGETARY IMPACT:

No fees or dues required-no fiscal impact to Hidalgo County for this renewal.

Attachments

Link: Interlocal Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:54 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:10 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/17/2010 04:01 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Vangie Garcia — Started On: 06/15/2010 02:56 PM

Final Approval Date: 06/18/2010

County Master Service Interlocal Contract
Between
Harris County Department of Education & Hidalgo County

Pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Hidalgo County ("County") located in Edinburg, Texas, for the purpose of providing governmental services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide services in the State of Texas. County is duly authorized to provide governmental services within the State of Texas. Both HCDE and County desire to set forth in writing the terms and conditions of this agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of which the parties fairly compensate the performing for the services or functions performed, the parties intending to be legally bound agree as follows:

1. Purpose. County agrees to retain HCDE and HCDE agrees to provide services to County to perform the duties and all the necessary labor and resources needed to provide the services set forth in each independent contractual agreement within the HCDE divisions that the County wishes to participate. HCDE shall perform such contractual governmental services and duties with reasonable care, skill, judgment, experience, and in a professional business-like manner.

2. Term. This Contract is effective from July 3, 2007 and shall automatically renew from year to year unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.

3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addenda for services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire contract of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

A. HCDE agrees to:

- Provide County with subsequent independent addenda and/or descriptive offerings of each of the programs that HCDE offers through its respective divisions.
- Provide services upon the submission of independent addenda or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
- Assist in marketing efforts of HCDE programs with County constituents, as applicable.

B. County agrees to:

- Participate in any or all of the services that HCDE has to offer.
- Submit independent addenda for each of the programs it wishes to purchase/ collaborate.
- Agree to follow the terms and conditions of each independent addendum or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.
- Assist in the joint marketing of programs being delivered, if opportunity arises.

5. Payment. HCDE anticipates it will receive payment for services rendered in an amount sufficient to cover the costs of services under each independent addendum with HCDE divisions. Notwithstanding anything to the contrary in this Contract, this Contract is contingent upon HCDE receiving payment. In the event HCDE does not receive those payments from County and/or contractors, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each separate addendum in this contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from County, its' employees, or by virtue of the performance of services under and pursuant to this agreement; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent addenda because of this agreement it shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to County, County, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE without agreement from HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

HCDE Harris County Department of Education Attn: John E. Sawyer, Ed.D. County School Superintendent 6300 Irvington Blvd. Houston, Texas 77022	**Hidalgo County** Name: **Juan D. Salinas, III-County Judge** Attn: **Martha L. Salazar** Title: **CPPB, Purchasing Agent** Address 1: **100 E. Cano Street, 4th** **Edinburg, Texas 78539**

11. Relation of Parties. It is the intention of the parties that County be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents or employees.

12. Hold Harmless. County shall protect, hold harmless HCDE from any and all, loss, claims, assessments, suits in law or in equity, expenses, attorney's fees and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.

13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other governmental services as needed and, in doing so, will not violate any rights of HCDE.

14. Termination. In addition to the rights contained in Article 2 Term, this Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

15. Master Contract. This Contract can be utilized as the Master Contract. This means that HCDE and County may enter into one or more agreements in the future by signing Addenda for services with various HCDE divisions. The general terms and conditions contained in this Contract will serve to outline the working relationship between HCDE and County. The specific terms and conditions of the addenda will govern that individual

contract. In the case of a conflict between the master contract and any addenda, the provisions of the addenda will rule.

All current contracts shall be grandfathered and shall remain in effect until the end of their contract period or until they come up for renewal.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

20. Payment from Current Revenues. Any payment to be made by County shall be in accordance with Texas Government Code 79.001.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

Hidalgo County
NAME OF COUNTY

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

Harris County Department of Education

John E. Sawyer, Ed.D.

County School Superintendent

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____

Juan D. Salinas, III County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: John E. Chavez, Jr.

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum #_1_- Choice Facility Partners

This is addendum # _1_ to the Master Interlocal Contract between Harris County Department of Education & Hidalgo County ("ENTITY"), dated **July 3, 2007** for Job Order Contract ("JOC") services via its JOC contractors.

Preamble

The Harris County Department of Education Choice Facility Partners Division ("HCDE/Choice Facility Partners"), a governmental entity of the State of Texas, makes available its job order contract ("JOC") program and other facility contracts to ENTITY.

Specific Terms and Conditions

1. Purpose. The purpose of this Addendum is to state the specific terms and conditions under which HCDE/Choice Facility Partners will provide JOC services via its JOC contractors, services such as modular buildings, professional services, third-party testing and other services to the ENTITY.

2. Term. This Addendum is effective from **July 3, 2007**.

3. Scope of Work.
   A. HCDE/Choice Facility Partners agrees to:
   - Provide copies of contractor agreements for those contractors in the ENTITY service area.
   - Provide the ENTITY any re-bids or changes in the contract and annual contract renewals.
   - Conduct, as a minimum, an annual audit for each of the contractors.

   B. ENTITY agrees to:
   - Follow the terms and conditions of the HCDE/Choice Facility Partners contracts.

4. Payments. ENTITY agrees to remit payments in a timely manner to contractors for services rendered at ENTITY, as per the terms of HCDE contracts with contractors. ENTITY shall forward copies of purchase orders to HCDE. Purchase orders are negotiated directly between participating ENTITY and contractor for scope of service.

5. Amendment. This Addendum may be amended only by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.

6. Assignment. Neither this Addendum nor any duties of obligations under it shall be assignable by either party without prior written acknowledgement and authorization of the other party.

7. Representative. HCDE/Choice Facility Partners and ENTITY will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

For HCDE/ Choice Facility Partners
Dean Zajicek
Director, Choice Facility Partners
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-696-8208
email: dzajicek@hcde-texas.org

For ENTITY
NAME: **Juan D. Salinas, III**
TITLE: **Hidalgo County Judge**
ADDRESS: **100 E. Cano St. 2nd Floor**
ADDRESS: _____
PHONE: **956-318-2600**
EMAIL: **jd.salinas@hidalgocountytexas.com**

Agreed to on this **2nd** day of **July, 2007**

ENTITY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: JOHN ED SAWYER

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum # _1_ - Purchasing Cooperative

This is addendum # _1_ to Master Interlocal Contract between Harris County Department of Education (HCDE) and Hidalgo County, date July 3, 2007 for participation in the Purchasing Cooperative.

Preamble

The Harris County Department of Education Purchasing Division, a governmental entity of the State of Texas, makes available its Purchasing Cooperative to Hidalgo County.

Specific Terms and Conditions

1. **Purpose. This contract is made and entered for the purpose of providing cooperative services to obtain substantial savings for Hidalgo County and other government entities through volume purchasing in Harris County, Texas and states the terms, roles and responsibilities of the contracting parties during the contract term.**

2. **Term. This addendum is effective from July 3, 2007, and shall automatically renew in accordance with Paragraph 2 of the Master Interlocal contract.**

3. **Scope of Work.**

   A. HCDE agrees to:
   - **Establish the administrative and organizational structure of the program.**
   - **Provide all necessary supporting documents related to the bidding and vendor selection process.**
   - **Establish the procedures for ordering, delivering, and billing.**
   - **Obtain historical usage information from entities in preparing cooperative bids.**
   - **When appropriate assist cooperative members in resolving buyer/seller discrepancies.**
   - **Market contracts on HCDE Purchasing Cooperative webpage www.hcde-texas.org.**

   B. Hidalgo County agrees to:
   - **Assign or direct a person to act under the cooperative program.**
   - **Abide by terms and conditions of the contract established by the purchasing cooperative and seller.**
   - **For Hidalgo County purchases only, prepare purchase orders out to seller and pay invoices according to payment terms.**
   - **Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.**

4. Amendment. **This Addendum may only be amended by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.**

5. Representative. **HCDE Purchasing Co-op and Hidalgo County will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:**

Harris County Department of Education
Attention: Alfonso Saldivar
Director of Purchasing
6300 Irvington Boulevard
Houston, Texas 77022
Phone: (713) 694-6300

Hidalgo County
Attn: Juan D. Salinas, III
Title: Hidalgo County Judge
Address1: 100 E. Cano St, 2nd Floor
Edinburg, Texas 78539
Contact: Martha L. Salazar

Agreed to on this 3rd day of July, 2007:

HIDALGO COUNTY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arture Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: JOHN E. SAWYER, II

Title: Contracts Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

AI-21663 **11.E.**

Revised Exhibit A & Monitoring Agreement
CC CONSENT

Date:	06/22/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Approval of agency agreement between the Hidalgo County Sheriff's Department & Leadsonline LLC with charter client discount contract at $792.00/year and ratification of the following purchase order #639198 erroneously approved for the renewal of the service plan with Leadsonline for the Hidalgo County Sheriff's Department.

3. Approval of a (1) year support agreement between the Hidalgo County Sheriff's Department & The Percs Index Inc. for the quarter masters system program to include unlimited product support at $350.00/year and the ratification of the following purchase order #641661 in order to benefit fiscally from the membership fee rate and not through the hourly rate as this option is most advanteous to the county.

4. Requesting authority to enter into a 36-month new copier (capital) lease for a WC5225PT copier through our membership/participation with TPSS awarded vendor, Xerox contract 985-L2 for the Weslaco Tax Office (Auto Department) through requisition #174305 for the amount of $105.92/month, effective upon approval (0-1100-415-15-140-001-0-780)

5. Requesting approval & authority to execute required purchase and services alarm monitoring agreement for 3 years with Argus Security for the (WIC) Women, Infant & Children Department for the following existing locations.

Requisition	Location	Conditions Monitored	Monthly	Account Number
177604	3167 Catarina Rd. Progreso, TX	Burglar Alarm	$25.75	01292441003500010413
177604	301 S. 8th St. Donna, TX	Burglar Alarm	$20.57	01292441003500010413

177604	204 W. 2nd St. La Joya, TX	Burglar Alarm	$20.90	01292441003500010413
177604	509 E. Earling San Juan, TX	Burglar Alarm	$20.90	01292441003500010413
177604	417 S. Oregon Ave. Weslaco, TX	Burglar Alarm	$20.90	01292441003500010413
177604	1429 S. Tower Rd. Ste. 4 Alamo, TX	Burglar Alarm	$15.00	01292441003500010413
177604	1505 N. Grant St. Roma, TX	Burglar Alarm	$15.00	01292441003500010413
177604	722 S. Breyfogle Rd. Ste. C Mission, TX	Burglar Alarm	$19.00	01292441003500010413
177604	3519 W. Main Ave. Ste. B Mission (Alton TX)	Burglar Alarm	$19.00	01292441003500010413
177604	540 S. Texas Mercedes, TX	Burglar Alarm	$20.90	01292441003500010413
177604	702 E. Texano Hidalgo, TX	Burglar Alarm, Commercial Fire Alarm & O/C Reports	$44.00	01292441003500010413

6. Requesting authority to enter into a 36-month new copier (capital) lease for a WC7232P copier through our membership/participation with TPSS awarded vendor, Xerox contract 985-L2 for the Human Resources Department through requisition #176629 for the amount of $259.38/month, effective upon approval (0-1100-415-50-190-002-0-780)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-342
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O. 639198 paid 100% to vendor on 06/15/2010. County Check No. 0100324259.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$350.00 available balance in p.o. #641661 as of 06/18/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$967.68 available balance in req #177604 as of 06/18/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-780
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$941.44 available balance in re#174305 as of 06/18/10.rc

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-002-0-780
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

$1,556.28 available funds in req #176629 as of 06/18/10. rc

Attachments

Link: Leadsonline Sheriff's Dept.

Link: The Percs Index, Inc. Sheriff's Dept.

Link: Revised Vendors List Exhibit A

Link: Xerox Human Resources

Link: xerox- weslaco tax office location

Link: Argus- WIC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 04:46 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/18/2010 03:17 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Matilde Faz Started On: 06/15/2010 01:20 PM

Final Approval Date: 06/18/2010

6/22/10 Consent #21663

15660 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901 TF 800.311.2656

AGENCY AGREEMENT

This LeadsOnline, Inc. AGENCY AGREEMENT ("Agreement"), dated, **February 2, 2010**, is made between **Hidalgo County Sheriff's Department** ("Principal") and **LeadsOnline LLC** ("Provider").

SCOPE OF AGREEMENT

Provider operates and maintains at its web site a confidential database accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.

Principal desires to utilize the electronic database at Provider's web site.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

I. DEFINITIONS

1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of Principal.

1.2 **"Data"** includes the ticket number, item number, make, model, property description and serial number of merchandise sold to a Participant or used as loan collateral by a Participant, as well as the name and address of any customer(s) involved in the aforementioned transactions as required by law in Participant's jurisdiction.

1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement, as contemplated by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801, et seq., and 15 U.S.C. § 6821, et seq.) (the "GLBA"). **"Law Enforcement Agencies"** means two or more of such agencies.

1.4 **"Participant"** means any person or entity that purchases pre-owned personal property and/or uses personal property as loan collateral and furnishes Data relative thereto to Provider for inclusion at Provider's web site.

II. APPOINTMENT

2.1 Subject to the terms of this Agreement, Principal hereby appoints Provider as its agent, as such term is utilized in the GLBA, for the sole purpose of collecting, maintaining and disseminating Data from Participants. This agency appointment is effective as of the registration date of Principal's initial user.

© 2008-2009 LeadsOnline, LLC. All rights reserved
AA US 070107

15660 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901 TF 800.311.2656

III.
AGREEMENTS AND RESPONSIBILITIES OF PRINCIPAL

3.1 Principal agrees that Principal's use of the Data displayed at Provider's web site will be for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.

3.2 Principal agrees not to divulge Data or information obtained through Principal's access to Provider's web site to anyone other than Authorized Officials and persons with Principal's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA. Principal agrees not to access information from outside of Principal's jurisdiction from Provider's web site for purposes of gathering information for any third party, including private parties and other law enforcement agencies.

3.3 Principal agrees that passwords provided by Provider to Principal enabling Principal to utilize Provider's web site will be made known only to Authorized Officials of Principal and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic database at Provider's web site. Principal's failure to strictly adhere to the terms of this Paragraph will result in the immediate termination of Principal's access to Provider's website.

3.4 Principal agrees not to use the Data or information displayed at Provider's web site for any unlawful purpose, or in any manner, which may create liability for Provider or Participants. Principal agrees its use of the Data or information contained at Provider's web site will not be other than as permitted by law or the rights duly granted to Principal in carrying out Principal's official duties.

3.5 Principal agrees to act in accordance with laws and procedures within Participant's jurisdiction, and agrees to notify the designated Law Enforcement Agency for Principal's jurisdiction prior to requesting additional information about Data, to place an item on hold status, or to confiscate an item found in a business outside of Principal's jurisdiction.

3.6 Principal agrees to submit accurate information, including but not limited to valid Principal case numbers for specific items and/or suspects as well as the identity of the Authorized Official, in conducting any search or use of Provider's web site.

3.7 Principal agrees it has no ownership rights to any password or user name that may be utilized by Principal pursuant to this Agreement. For security purposes, Principal agrees to change its password(s) every 90 days.

3.8 Principal is responsible for insuring that Principal's hardware can connect to Provider's website via the Internet.

3.9 Principal is responsible for insuring compliance among businesses in Principal's jurisdiction. Principal agrees to not discourage entities that purchase pre-owned personal property and/or use personal property as loan collateral from becoming Participants, and to not discourage Participants from furnishing Data to Provider.

IV.

© 2000-2007 LeadsOnline, LLC. All rights reserved.

AGREEMENTS AND RESPONSIBILITIES OF PROVIDER

4.1 Provider agrees to operate and maintain an electronic database at its web site for the purpose of receiving and disseminating Data from Participants for the sole use of Law Enforcement Agencies.

4.2 Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.

4.3 Provider agrees to implement commercially reasonable efforts to maintain Principal's access to Provider's web site through Provider's server. However, from time to time, maintenance will be required to be performed, as well as developments and modifications to Provider's web site and on Provider's server. Principal acknowledges that Provider has no responsibility for the service or operation of the Internet, and that Provider makes no representations in this regard. Internet service is subject to limitations caused by local landlines, atmospheric or technical conditions and may be temporarily unavailable, limited, interrupted or curtailed.

4.4 Provider agrees to facilitate Principal's access to the Data by passwords and user names selected by Principal (within reasonable parameters established by Provider), allowing Principal to search and retrieve Data for the sole purpose of identifying stolen merchandise and persons suspected of crimes involving property.

4.5 Provider agrees to provide Principal with secure access to a report detailing the usage of Provider's web site by Authorized Officials.

V.
CONDITIONS FOR PRINCIPAL'S ACCESS AND USE OF PROVIDER'S WEB SITE

5.1 By entering into this Agreement, Principal represents it is a Law Enforcement Agency as that term is defined in Section I. Principal's appointment of Provider as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of Principal, as is contemplated by the GLBA.

5.2 Provider may modify or upgrade any aspect(s) of Provider's web site at any time without notice to Principal.

5.3 All Data is provided solely by Participants using Participant's proprietary operational software. Therefore, Provider cannot and does not represent or endorse the completeness, accuracy or reliability of the Data displayed through Provider's web site, nor the functionality of Participant's operational software. Principal acknowledges that any reliance by Principal or any Law Enforcement Agency upon any Data or other information displayed or distributed through Provider's web site shall be at Principal's sole risk. Upon notice by Participants or Law Enforcement Agencies, Provider reserves the right, in its sole discretion, to correct any errors or omissions in the Data contained in any portion of Provider's web site.

5.4 Provider reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

©© 2007 LeadsOnline, LLC All rights reserved
AA US 070107

15660 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901 TF 800.311.2656

VI.
TERM

6.1 The initial term of the contract will be twelve (12) months.

6.2 This Agreement will become effective as of the date first set forth above and remain in effect for one (1) year or until cancellation or termination by Provider or Principal as described below.

6.3 This Agreement will be automatically renewed for successive additional one-year terms unless Principal provides Provider written notice of cancellation at least thirty (30) days prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, Principal agrees to pay Provider an annual subscription fee for the renewal period within 30 days of invoice.

6.4 Provider may terminate this Agreement for convenience by providing thirty (30) days written notice. In the event of termination, Provider must remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider terminates this Agreement for convenience until the end of the applicable one-year term. Principal may terminate this Agreement for convenience by providing thirty (30) days written notice, provided such termination shall not relieve Principal of its payment obligations to Provider hereunder or entitle Principal to any refund of a prepaid annual subscription fee.

6.5 Provider may immediately and without notice, terminate this Agreement for cause, at Provider's sole option, if Principal: (a) fails to pay any annual subscription fee owed to Provider under this Agreement; (b) fails to perform in accordance with its responsibilities contained in Section III of this Agreement; (c) fails to perform any other obligation required of Principal under this Agreement; or (d) violates any laws, rules or regulations. If termination occurs, Provider shall be entitled to receive from Principal all amounts and charges owed under this Agreement, in addition to all other legal and equitable remedies then and there available under Texas law.

6.6 Provider's client support and training is available to Principal at no additional cost when performed by telephone or email. Principal may request Provider to travel to Principal's location for specialized training and support. These special services will be provided at agreed upon rates for time, materials, travel, lodging, and miscellaneous expenses.

6.7 Principal may immediately and without notice, terminate this Agreement, at Principal's sole option, if Provider: (a) fails to perform in accordance with its responsibilities to Principal contained in Section IV of this Agreement; (b) fails to perform any other obligation required of Provider under this Agreement; or (c) violates any laws, rules or regulations. If termination occurs, as Principal's sole and exclusive remedy, Provider shall remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider commits any breach described above until the end of the applicable one (1) year term.

2000-2007 LeadsOnline, LLC. All rights reserved.
AA 05.07.01

VII.
DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 **PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PROVIDER'S WEB SITE AND PROVIDER'S SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PROVIDER'S WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH PROVIDER'S WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN PROVIDER'S WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROVIDER'S WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF PROVIDER'S WEB SITE BY PRINCIPAL, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.**

VIII.
INDEMNIFICATION

8.1 Provider shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Principal's employees arising out of or related to Principal's use of Provider's web site.

Principal shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Provider's employees arising out of or related to operation or use of Provider's website. If both Provider and Principal are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Provider and Principal under this Agreement, Provider and Principal shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Provider shall indemnify, hold harmless, protect and defend Principal and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Provider in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Principal, Provider's liability under this paragraph 10.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Principal.

©2000-2007 LeadsOnline, LLC. All rights reserved
AA ID: 370[illegible]

15660 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901 TF 800.311 2656

IX.
COPYRIGHT/REVERSE ENGINEERING

9.1 Provider's web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Provider's web site are only for the purpose described herein. All materials contained on Provider's web site are protected by copyright, and are owned or controlled by Provider or the party credited as the provider of the content. Principal will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.

9.2 Principal agrees not to decompile or otherwise copy or use the Provider's web site for purposes of reverse engineering or reconstruction.

X.
MISCELLANEOUS

10.1 Provider may assign or delegate all or part of Provider's rights or duties under this Agreement without notice to Principal. Principal may not make any assignment of this Agreement without Provider's prior written consent, which will not be unreasonably withheld.

10.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Provider deems the unenforceable provision to be essential to this Agreement, in which case Provider may terminate this Agreement, effective immediately upon notice to Principal.

10.3 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.

10.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.

2000-2007 LeadsOnline, LC. All rights reserved
AA US 07 [illegible]

10.5 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.

PROVIDER

LeadsOnline LLC

By: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 15660 N. Dallas Pkwy., Suite 800

Dallas, Texas 75248

Federal Tax I.D. # 42-1720332

PRINCIPAL

Hidalgo County Sheriff's Department

By: _____

Print Name: Rene Ramirez

Title: County Judge

Date: 6/22/10

Address: 3100 S Hwy 281

Edinburg, TX 78540

Federal Tax I.D. # _____

©2000-2007 LeadsOnline, LLC. All rights reserved
AA US 070107

15660 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901 TF 800.311.2656

AGENCY AGREEMENT – Attachment 'A'

TOTALTRACK SERVICE PACKAGE INCLUDES:

- **National Search Capability**
  Transaction records from all Participants located in the Continental United States are available for investigative search.

- **3 Years of Searchable Data**
  36 months of transaction records are available for investigative search.

- **NCIC Extract**
  LeadsOnline will automatically check all serialized items sold in your pawn and secondhand stores against the NCIC database and report hits back to your agency.

- **300 Saved Searches**
  Saved Searches feature automatically runs searches continuously at the discretion of Authorized Officials.

- **ID's for 1-5 Authorized Officials**
  Authorized Officers are provided with individual accounts. Access is granted upon registration by Authorized Officials and verification by Provider.

- **eBay *First Responder* System – 240 Search Units**
  eBay *First Responder* System provides investigative search access to more than 500 million eBay listings, including seller and buyer contact information and history.

- **Hit Alerts to Email/Cell**
  Hit Alerts provide notification to Authorized Officials via email and/or via an email-enabled cell phone when a new match ('hit') for a saved search is detected in the system.

- **Ticket Assistant**
  Ticket Assistant provides for entry of Data from non-computerized pawn and secondhand stores into the LeadsOnline database.

- **Suspect Tag**
  Suspect Tag facilitates inter-agency communication, enabling Authorized Officials to notify other agencies of suspect activity for sake of collaboration and avoidance of duplication of effort.

© 2000-2007 LeadsOnline, LLC. All rights reserved
AA LE 070107

PO#639198

Req: 174213

#270822

leadsonline.com

15660 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901 TF 800.311.2656

leadsonline
Law Enforcement Automated Database Search

Hidalgo Cnty Sheriff's Department
P.O. Box 1228
Edinburg, TX 78542

Attn: Ms. Myra Montoya

Invoice Number:	215993
Invoice Date:	12/1/2009
Customer #:	HIDALGO
Terms:	Due 02/1/10
Our Tax ID#:	42-1720332

INVOICE

Rep	Status:
CG	CSCS...

P.O. Number

Months	Description	Total
12.00	LeadsOnline TotalTrack Service Package with Charter Client Discount	792.00

Contract Dates:

02/1/10 - 01/31/11

Thank you for your subscription. Please remit payment to:
LeadsOnline, 15660 N. Dallas Pkwy., Ste. 800, Dallas, TX 75248

To pay by credit card, please call 972-361-0900.
We accept American Express, Visa, MasterCard, and Discover Card.
We also accept Direct Deposit | Electronic Funds Transfer | ACH

Total $792.00

Please call 972-361-0900 or email accounting@leadsonline.com
should you have any questions about this invoice.

Purchase Order

COUNTY OF HIDALGO

PO#: 639198

DATE: 04/23/10

VENDOR: 270822 REQ:00174213
FAX (972)361-0901 Email:
Phone:(972)361-0900
L.E.A.D.S. ONLINE, INC.
15660 N. DALLAS PKWY., STE 800
DALLAS TX 75248
Vendor Acct:

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY
Special Instructions:
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		
1	YEAR	LEADS ON LINE TOTAL TRACK SERVICE PACKAGE WITH CHARTER CLIENT DISCOUNT CONTRACT DATES: 02/01/2010 TO 01/31/2011	792.00	792.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		792.00
		********** For Hidalgo County use only		
		0-1100-421-00-280-001-0-342 792.00		
		Approved		

Authorized by: Martha L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00177072
PO # 04/1661
Date: 06/10/10

Consent
6/22/10
#21663

Bill To: x
x

Vendor : 304662
THE PERCS INDEX INC.
960 THERMAL DRIVE
COQUITLAM, B.C. CANADA V346S1
FAX (604)475-4669

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	IN ORDER TO ~~SOLE SOURCE AS TO~~ BENEFIT FISCALLY FROM THE MEMBERSHIP FEE RATE AND NOT THROUGH THE HOURLY RATE AS THIS OPTION IS MOST ADVANTEOUS TO THE COUNTY ADVANTAGEOUS	350.00	350.00
		1 YEAR SUPPORT CONTRACT FOR QUARTERMASTER SYSTEM PROGRAM TO INCLUDE UNLIMITED PRODUCT SUPPORT CALLS DURING NORMAL BUSINESS HOURS AND ANY PRODUCT UPDATES		
		Account No	Encumbrance	
		0-1100-421-00-280-001-0-336	350.00	
			Freight	.00
			Total	350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00177072

PO #

Date: 06/10/10

Bill To: x
x

Vendor : 304662
THE PERCS INDEX INC.
960 THERMAL DRIVE
COQUITLAM, B.C. CANADA V346S1
FAX (604)475-4669

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	1 YEAR SUPPORT CONTRACT FOR QUARTERMANSTER SYSTEM PROGRAM TO INCLUDE UNLIMITED PRODUCT SUPPORT CALLS DURING NORMAL BUSINESS HOURS AND ANY PRODUCT UPDATES	350.00	350.00
		Account No	Encumbrance	
		0-1100-421-00-280-001-0-336	350.00	
			Freight	.00
			Total	350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

✓92045 — 57,328.65

submit services w/o agreement $150.

CC agreement term & condition any signed document

8/18/04
QM 3.2 Software

Authorized By: _____

Matilde Faz

From: Blanca Mayorga [blanca.mayorga@co.hidalgo.tx.us]
Sent: Thursday, June 10, 2010 4:25 PM
To: matilde.faz@co.hidalgo.tx.us
Subject: FW: Support Contract

-----Original Message-----
From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, June 10, 2010 4:18 PM
To: blanca.mayorga@co.hidalgo.tx.us
Subject: FW: Support Contract

-----Original Message-----
From: Terry Contreras [mailto:terry.contreras@hidalgoso.org]
Sent: Thursday, June 10, 2010 4:19 PM
To: Myra.Montoya@hidalgoso.org
Subject: FW: Support Contract

Terry Contreras
Quartermaster's Office
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, Texas 78542
Ph: 956.383.8814
Direct Ph: 956.393.6020
Fx: 956.393.6021

-----Original Message-----
From: David Miller [mailto:david@percs.com]
Sent: Thursday, June 10, 2010 4:13 PM
To: terry.contreras@hidalgoso.org
Subject: Support Contract

Terry:

As discussed over the telephone, our Support Agreement is a very informal agreement. In exchange for you paying us the stipulated amount - which depends on the product or number of products that a user has (in your case just one product Quarter Master $350.00) we warrant to provide you with unlimited telephone technical support available 5 days a week during normal business hours, provide access to our Customer Support area on our website and provide product updates for the contracted 12 month period.

We try and avoid any formal contracts, where possible, as our current

arangement works out very well for our almost 300 existing customers.

If I can provide any further information, please don't hesitate to contact me.

Thank you,

David

--
David Miller
The PERCS Index, Inc.
Phone: 604-461-4669
Toll Free: 866-461-4669

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract
	Austin Ribbon & Computer	Copiers & Supplies	299-08
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
	Amerx Office Solutions	Copiers & Supplies	299-08
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
	Commercial Security Integration	Radio Communication Products	285-08
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
	Graybar	Technology Equipment, Software & Supplies	285-08
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08
	Health Edco Inc.	Instructional Supplies & Equipment	328-09
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
	Ikon Office Solutions	Copiers & Supplies	299-08
	Industrial Communications	Radio Communication Products	285-08
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07

	John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
	Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
	KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
	Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10
	MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
	Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
	Moore Medical LLC	First Aid Supplies & Equipment	294-08
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10
	Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08
	Staples	Office Supplies & Equipment	328-09
	Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
	The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
	Toshiba Business Solutions	Copiers & Supplies	299-08
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10
	Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
	Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

CC Approval Date	Vendor	Contract Description	Contract
	Ansell Healthcare Products Inc.	Contraceptives	269-A4
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
	Graybar Electric	Electrical Equipment & Supplies	285-A1
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1
	Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	Presto Printing	Business Cards through TX Smartbuy	966-N1
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
	Voss Lightning	Electrical Equipment & Supplies	285-A1

	Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract
	ARC Austin Ribbon & Computer	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
	CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs. Networking Equipment	236 235 838 1369
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
	Cima Solutions Group	Software	292
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
	Daptiv/CIMA	Software Supplies & Services	841
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223
	MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890
	SHI Government Solutions, Inc.	Purchase or Various Software	1009
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364

	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
	Votec	Software	937

TPSS-TXMAS contracts;

CC Approval Date	Vendor	Contract Description	Contract
	Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
	AllSteel Inc.	Office Furniture	9-71I030
	Arrow Magnolia International, LP	Cleaning Supplies	7-73050
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030
	B&H Photo & Video	VCRS, VCP, DVD, Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020
	Datum Filing Systems Inc.	Office Furniture	5-711010
	Diaz Floors & Interiors	Floor Covering	5-721A060
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
	Ergogenesis, LLC	Office Furniture	3-7110470
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020
	GCR Tires Centers Of Pharr	Tires	7-261020
	Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
	Global Industries, Inc.	Office Furniture	3-7111010
	Kimball International	Office Furniture	3-711060
	MCS	Access Control Systems	9-84060
	MSC Industrial Supply Co.	Hardware	3-51V020
	Mayline Company	Office Furniture	4-7110330

	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
	Separation Systems Consulting, Inc.	Environmental Services	7-899030
	Sherwin Williams	Maintenance & Hardware	5-51V010
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
	Snap-On Industrial	Hardware Products & Services	3-51V010
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
	Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
	Tandus US, Inc.	Floor Covering	5-721A060
	The Hon Company	Office Furniture	3-711090
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
	Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010
	VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
	World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract
	Enterprise Rent a Car	Car Rental	TX-C1080
	Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

CC Approval Date	Vendor	Contract Description	Contract
	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

CC Approval Date	Vendor	Contract Description	Contract
	Auto Zone	Auto Parts & Accessories	0601343

	Graybar	Electrical Products	MA-43272-6
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
	The Home Depot	Maintenance/Hardware Supplies	05091
	Zep	Janitorial Supplies	2007-118-3034
6/22/2010	***Tech Depot***	**Technology Products & Solutions**	**RQ09-997736-42C**

TCPN;

CC Approval Date	Vendor	Contract Description	Contract
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004
	CDW	Computer, Components, Peripherals & Software	R-4713
	GovConnection	Computer, Components, Peripherals & Software	R-4718
	M & A Technology	Computer, Components, Peripherals & Software	R-4721
	Office Depot	Office & School Supplies	R-4670
	Tandus US LLC	Commercial Floor Covering Systems	R-4882
	Tech Depot	Computer, Components, Peripherals & Software	R-4716
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
	Tremco	Roofing Products & Services	R-4812
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
	Troxell Communications	Audio Visual Equipment and Services	R4708
	Xerox Corporation	Document Management (Copiers)	R-4671
	Xerox Supplies	Paper fine	R-4929

GSA;

CC Approval Date	Vendor	Contract Description	Contract
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H
	Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

CC Approval Date	Vendor	Contract Description	Contract
	Motorola	Communication Equipment & Services	RA01-08
	Sprint	Communication Equipment & Services	CW-05/02

	Superior Alarms	Surveillance & Access Control Equipment	SE05-05
	EF Johnson Co.	Communications Equipment & Services	RA01-08
	A & B Communications	Communications Equipment & Services	RA01-08
	Superior Alarms	Video Surveillance Systems	SE05-08

***Denotes: New Vendor added for approval**

Requisition

Req # 00176629

PO #

Date: 06/02/10

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: HUMAN RESOURCES/CIVIL SERVICE
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: **Nereida Garza**
956-318-2660

Contract No: **SMARTBUY**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HUMAN RESOURCES DEPARTMENT 985-L2 SMARTBUY REQUISITION # SMARTBUY PO # UPON DELIVERY OF NEW MACHINE PLEASE PICKUP TRADE IN SERIAL # DO NOT DUPLICATE ORDER		
1.00	EACH	NEW 36 MONTHS COPIER LEASE 985-13-23001-5 (UNIT) Xerox 985-L2 lease pricing XEROX WORKCENTRE 7232P (LOW RANGE IV) 32 BLACK / WHITE PPM DIGITAL COPIER 10 COLOR PPM DIGITAL COPIER COPIER/PRINTER, DUPLEX MODULE, OCT, 40GB HHD, 520 SHT TRAY, BYPASS TRAY, SIDE CATCH TRAY, PRINTER CONTROLLER, 1.2GB MEM., NAT KIT, CENTERWARE / PRINT DRIVER KIT, FULL CAPACITY TONER KIT ALSO INCLUDES DADF, TANDEM TRAY MODULE, INTEGRATED FINISHER.	.00	.00
6.00	MONTH	NEW 36 MONTH LEASE 985-13-23101-3 (MONTHLY LEASE FEE) PRICE INCLUDES 7,000 B/W IMPRESSIONS ALL EXCESS B/W PRINTS AT $.0084 EACH, 3,000 COLOR IMPRESSIONS ALL EXCESS COLOR PRINTS AT $.0690 EACH	241.21	1,447.26
6.00	MONTH	CUST ED. / CONSULTING 985-13-23119-5	18.17	109.02
		Account No	Encumbrance	
		0-1100-415-50-190-002-0-780	1,556.28	
			Freight	.00
			Total	1,556.28
		copier lease for 6 months June thru Dec.2010		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

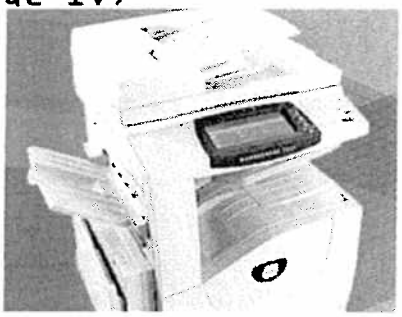
Authorized By: _____

Req#176629 Consent # 6/22/10

Xerox 985-L2 Lease Pricing

Xerox WorkCentre 7232P (Low Range IV)

32 black / white ppm digital copier
10 color ppm digital copier



Copier/Printer, Duplex module, OCT, 40GB HHD, 520 Sht Tray, Bypass Tray, Side Catch Tray, Printer Controller, 1.2GB Mem, Nat Kit, Centerware / Print Driver Kit, Full Capacity Toner Kit also includes DADF, Tandem Tray Module, Integrated Finisher

(Required market codes: WC7232P, AAP, GBM, GLX)

Price includes
7,000 B/W impressions
all excess B/W prints at $.0084 each
3,000 Color impressions
all excess Color prints at $.0690 each

Equip Description/Qty	Monthly Base $ 0.00	Commodity Codes: 985-13-23001-5
36 month term	$ 241.21 ✓	985-13-23101-3
48 month term	$ 217.34	985-13-23201-1
60 month term	$ 203.16	985-13-23301-9

$259.38

Con Price #9,337.68 DJM

780

Contract includes

- delivery & installation
- all supplies, except paper & specialty items

Xerox 985-L2 Lease Pricing

Optional Catalog Accessories for Networked Xerox WC7232P

	Price	Commodity Code:
Cust Ed, / Consulting:		
36 month term	$ 18.17	985-13-23119-5
48 month term	$ 14.41	985-13-23219-3
60 month term	$ 12.16	985-13-23319-1
Office Finisher:		
36 month term	$ 30.80	985-13-23120-3
48 month term	$ 24.41	985-13-23220-1
60 month term	$ 20.63	985-13-23320-9
Network Scanning Kit:		
36 month term	$ 27.34	985-13-23121-1
48 month term	$ 21.68	985-13-23221-9
60 month term	$ 18.31	985-13-23321-7
Office Pak (1 FAXLN & SCNEMAIL):		
36 month term	$ 41.03	985-13-23122-9
48 month term	$ 32.53	985-13-23222-7
60 month term	$ 27.47	985-13-23322-5
FullScan, SrchPDF, PS, 1FaxLN, Ofc Fin:		
36 month term	$ 97.84	985-13-23123-7
48 month term	$ 77.58	985-13-23223-5
60 month term	$ 65.53	985-13-23323-3
Productivity Kit:		
36 month term	$ 51.29	985-13-23124-5
48 month term	$ 40.66	985-13-23224-3
60 month term	$ 34.35	985-13-23324-1
Ofc Scan Pk:		
36 month term	$ 68.40	985-13-23125-2
48 month term	$ 54.23	985-13-23225-0
60 month term	$ 45.81	985-13-23325-8
Scan to Email Kit:		
36 month term	$ 17.08	985-13-23126-0
48 month term	$ 13.54	985-13-23226-8
60 month term	$ 11.44	985-13-23326-6
Network Accounting:		
36 month term	$ 0.00	985-13-23127-8
48 month term	$ 0.00	985-13-23227-6
60 month term	$ 0.00	

xerox

Xerox 985-L2 Lease Pricing

Accessories for Xerox WC7232P

	Price	Commodity Code:
Single Line Fax:		
36 month term	$ 34.37	985-13-23110-4
48 month term	$ 27.24	985-13-23210-2
60 month term	$ 23.02	985-13-23310-0
3-Line Fax (iFax, Lan Fax/Phone):		
36 month term	$ 42.95	985-13-23111-2
48 month term	$ 34.06	985-13-23211-0
60 month term	$ 28.77	985-13-23311-8
Foreign Interface Kit:		
36 month term	$ 12.01	985-13-23112-0
48 month term	$ 9.52	985-13-23212-8
60 month term	$ 8.04	985-13-23312-6
2/3-Hole Punch:		
36 month term	$ 8.60	985-13-23113-8
48 month term	$ 6.82	985-13-23213-6
60 month term	$ 5.77	985-13-23313-4
Booklet Maker Unit:		
36 month term	$ 27.48	985-13-23115-3
48 month term	$ 21.80	985-13-23215-1
60 month term	$ 18.41	985-13-23315-9
High Capacity Feeder:		
36 month term	$ 27.52	985-13-23114-6
48 month term	$ 21.82	985-13-23214-4
60 month term	$ 18.43	985-13-23314-2
Scan Performance Kit:		
36 month term	$ 17.17	985-13-23117-9
48 month term	$ 13.61	985-13-23217-7
60 month term	$ 11.49	985-13-23317-5
Server Fax Kit:		
36 month term	$ 27.34	985-13-23118-7
48 month term	$ 21.68	985-13-23218-5
60 month term	$ 18.31	985-13-23318-3

Requisition

Req # 00174305

PO #

Date: 04/21/10

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

Contract No: CONTRACT: 985-

Special Instructions:
C-105

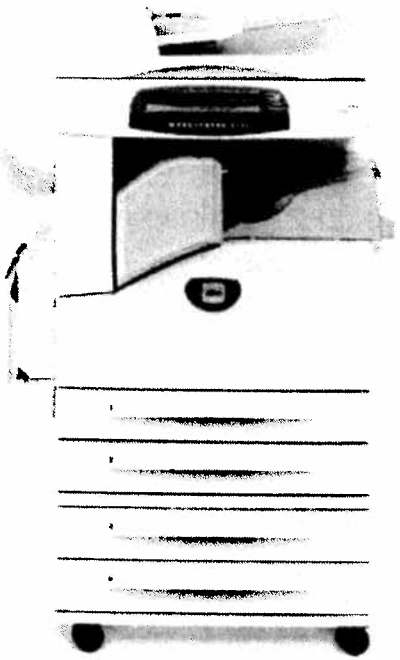
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	MONTH	COMMODITY CODE: 985-L2 XEROX LEASE AGREEMENT (WORK CENTRE 5225PT) 36 MONTH LEASE. PRICE INCLUDES 5,000 IMPRESSIONS ALL EXCESS PRINTS @0.0116. ** FEATURES: 25 PAGES PER MINUTE ** AUTOMATIC DOCUMENT FEEDER ** STANDARD 2 500 SHEET TRAYS ** INTEGRATED OFFICE FINISHER ** MOBILE STAND INCLUDED.	105.92	741.44
1.00		TRADE IN AT TIME OF DELIVERY SERIAL NUMBER: TFW-025394 LOCATION: 1902 JOE STEPHENS WESLACO, TX 78596 CONTACT PERSON AND PHONE NUMBER: MICHELLE COLLINS (956) 292-7000 EXT-1606.		.00
1.00	YEAR	ESTIMATED COST ON OVERAGES	200.00	200.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-780	941.44	
			Freight	.00
			Total	941.44
		MARKET CODE: W5225PT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

XEROX®

WORK CENTRE 5225PT

XEROX 985-L2 LEASE



Copy

- 25 Pages per Minute
- Automatic Document Feeder
- Standard Two 500-Sheet Trays
- Integrated Office Finisher
- Mobile stand included

36 MONTH LEASE
$105.92
PO START & END DATE
MAY 30,2010 THRU MAY 29. 2013

PRICE INCLUDES **5,000**
IMPRESSIONES ALL EXCESS
PRINTS @ 0.0116

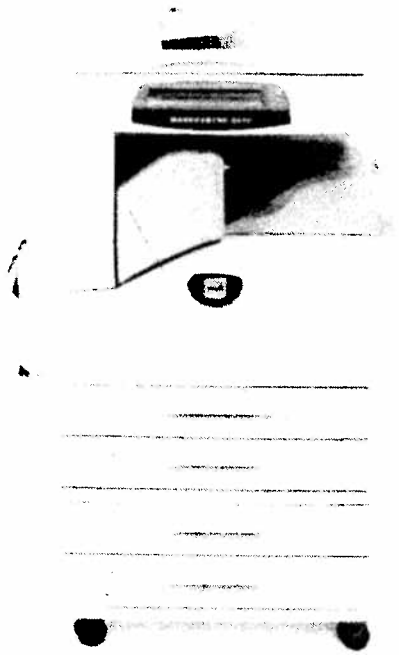
Cash Price

Key #

XEROX

WORK CENTRE 5225PT

XEROX 985-L2 LEASE



Copy

- 25 Pages per Minute
- Automatic Document Feeder
- Standard Two 500-Sheet Trays
- Integrated Office Finisher
- Mobile stand included

Cash Price
$4,813.12

Lease/S
Like us.

36 MONTH LEASE ✓
$105.92 ✓

PRICE INCLUDES 5,000
IMPRESSIONES ALL EXCESS
PRINTS @ 0.0116

Damarin
534-1108
6/14/10

Tanya.Delira

From: Damaris Morales [damaris@xrxinc.com]
Sent: Tuesday, April 27, 2010 3:01 PM
To: tanya.delira@co.hidalgo.tx.us
Subject: FW: XEROX
Attachments: 5225 tpass.ppt; 5645L.pdf

Tanya,

Cash price for 5225 is $ 4,813.12 and the Cash price for the 5645 is $7,431.40

They are not capital leases.

XRX Business Consultants
Damaris I Morales
956-682-1820

Reduce your **color** document cost by up to 60% while you **GO GREEN**. Visit "Finally Color Is Less" at *https://www.brainshark.com/xerox/vu?pi=630810200*. For a free office assessment, call 956-682-1820.

From: Damaris Morales
Sent: Wednesday, April 21, 2010 10:29 AM
To: 'tanya.delira@co.hidalgo.tx.us'
Subject: XEROX

PO/LEASE DATES MAY 30, 2010 THRU MAY 29, 2013

XRX Business Consultants
Damaris I Morales
956-682-1820

Reduce your **color** document cost by up to 60% while you **GO GREEN**. Visit "Finally Color Is Less" at *https://www.brainshark.com/xerox/vu?pi=630810200*. For a free office assessment, call 956-682-1820.

Requisition
W.I.C. PROGRAM

Req # 00177604
PO #
Date: 06/18/10

Bill To: x
x

Vendor : 54755
ASG SECURITY
314 ASH AVENUE
MCALLEN TX 78501
FAX (956)686-2427

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: **MGONZALEZ**
956-381-4646

Contract No:

Special Instructions:
NEW CONTRACTS FOR WIC CLINICS WITH ARGUS SECURITY

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	EACH	MONITORING FOR ALAMO WIC CLINIC 1245, 1429 S. TOWER RD. JUNE-SEPT. 2010	15.00	60.00
4.00	EACH	MONITORING FOR SAN JUAN 1229, 509 E. EARLING JUNE-SEPT. 2010	20.90	83.60
4.00	EACH	MONITORING FOR WESLACO WIC 1227, 417 S. OREGON, JUNE-SEPT. 2010	20.90	83.60
4.00	EACH	MONITORING FOR ROMA 1244, 1505 N. GRANT JUNE-SEPT. 2010	15.00	60.00
4.00	EACH	MONITORING FOR MISSION WIC 1217, 722 BREYFOGLE , STE. C JUNE- SEPT. 2010	19.00	76.00
4.00	EACH	MONITORING FOR ALTON 1214, 3519 W. MAIN AVE. STE B JUNE-SEPT. 2010	19.00	76.00
4.00	EACH	MONTORING FOR DONNA WIC 1206, 301 S. 8TH, JUNE-SEPT.	20.57	82.28
4.00	EACH	MONITORING FOR HIDALGO WIC, 702 E. TEJANO, JUNE-SEPT. 2010	44.00	176.00
4.00	EACH	MONITORING FOR MERCEDES WIC 1208, 540 S. TEXAS JUNE-SEPT. 2010	20.90	83.60
4.00	EACH	MONITORING FOR PROGRESO WIC 1212, S. FM. 1015, JUNE-SEPT. 2010	25.75	103.00
4.00	EACH	MONTORING FOR LA JOYA WIC 1210, 204 W. 2ND, JUNE - SEPT. 2010	20.90	83.60
		Account No	Encumbrance	
		0-1292-441-00-350-001-0-413	967.68	
			Freight	.00
			Total	967.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

1407832
141269

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 7850

Customer Billing Information
Hidalgo County Wic Program
3105 W. University Dr.
Edinburg, TX 78539-9046

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic Program hereinafter called the "Client", at (site address) 3167 Catarina Rd Progresso, TX 78579.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 25.75	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.75 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Nora Cana
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Accepted by:

Client's Name Date

Client's Authorized Signature

Printed Name Title

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change to its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later, and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1420470
150412

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo County WIC Program
3105 N. University Dr.
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County WIC Program hereinafter called the "Client", at (site address) 301 South 8th St. Donna, TX 78537.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 20.57	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.57 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Nora Garza
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Name Date

Client's Authorized Signature

Printed Name Title

Business Telephone Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLE WHICH MAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15 Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser; and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21.Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1344381
153882

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office: 314 Ash Avenue McAllen, TX 78501

Customer Billing Information: Hidalgo County Wic Program 3105 W. University Dr. Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 2010 by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic Program hereinafter called the "Client", at (site address) 204 W 2nd St. La Joya, TX 78572.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$20.90	☐ Opening/Closing Logging	$	☐ Fire Alarm FSC (inc insp/test)	$
☐ Panic/Hold-Up Monitoring	$	☐ Opening/Closing Log w/Sched	$	☐ Fire Alarm Insp ( ) A or ( ) S	$
☐ Residential Fire Alarm Monitoring	$	☐ O/C Reports ( ) Mthly ( ) Wkly	$	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$	☐ Video Surveillance System FSC	$	☐ FA Sens Test ( ) A or BiA	$
☐ Sprinkler Alarm Monitoring	$	☐ Access Control System FSC	$	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$	☐ Burglar Alarm FSC + Annual Insp.	$	☐ Cellular/Radio Transmission	$
☐ Temp Alert Monitoring	$	☐ Burglar Alarm FSC + Semi-Ann Insp.	$	☐ Other	$

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS (Alarm Security Group LLC)	Accepted by:
Nora Cano	
Sales Representative (Print/Signature)	Client's Name — Date
Company Authorized Signature	Client's Authorized Signature
Title	Printed Name — Title
Date	Business Telephone — Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15.Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system; Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21.Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1344381
152801

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo Co. WIC Program
3105 N. University Dr.
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County WIC Program hereinafter called the "Client", at (site address) 509 E. Earling San Juan, TX 78589.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 20.90	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable☑ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Nora Garza
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Name Date

Client's Authorized Signature

Printed Name Title

Business Telephone Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

State License B-12478 ACR-2342 CL-ECR-1767

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to sub-contract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; and (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later, and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client; and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1344381
144157

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo Co. Wic Program
3105 W. University Dr.
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12th day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic Program hereinafter called the "Client", at (site address) 417 S. Oregon Avenue Weslaco, TX 78596.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 20.90	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES. EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Nora Garza
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Name Date

Client's Authorized Signature

Printed Name Title

Business Telephone Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other locations are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line. A working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later, and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1405570
342803

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office: 314 Ash Avenue, McAllen, TX 78501

Customer Billing Information: Hidalgo County Wic Program, 3105 W. University Dr., Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 2010, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic - Alamo hereinafter called the "Client", at (site address) 1429 South Tower Rd. Ste 4 Alamo, TX 78516.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 15.00	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 15.00 Service/Monitoring Fee plus tax (if applicable) per month, payable☐☑ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS (Alarm Security Group LLC)	Accepted by:
Nora Garza	
Sales Representative (Print/Signature)	Client's Name — Date
Company Authorized Signature	Client's Authorized Signature
Title	Printed Name — Title
Date	Business Telephone — Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarms:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement; upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements; Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1405570
305692

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo County Wic Program
3105 W. University Dr.
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic Program hereinafter called the "Client", at (site address) 1505 North Grant Street Roma, TX 78584.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 15.00	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period. this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 15.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS (Alarm Security Group LLC)	Accepted by:
Nora Garza	
Sales Representative (Print/Signature)	Client's Name / Date
Company Authorized Signature	Client's Authorized Signature
Title	Printed Name / Title
Date	Business Telephone / Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the communication or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss; The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest; In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15 Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements; Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21.Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1405570
173161

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo County Wic Program
510S W. University Dr.
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic Program hereinafter called the "Client", at (site address) 722 S. Breyfogle Rd Ste. C Mission, TX 78572.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 19.00	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS (Alarm Security Group LLC)	Accepted by:
Nora Cora	_____
Sales Representative (Print/Signature)	Client's Name / Date
Company Authorized Signature	Client's Authorized Signature
Title	Printed Name / Title
Date	Business Telephone / Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the connection or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, dialaction services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignees/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1405570

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo County WIC
3105 W. University Dr.
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County WIC hereinafter called the "Client", at (site address) 3519 W. Main Ave ste. B Mission, TX 78572.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 19.00	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED: OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Nora Garza
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Name Date

Client's Authorized Signature

Printed Name Title

Business Telephone Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

State Licenses B-12478, ACR-2242, CeFR-1767

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system, which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and as notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension; or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's along with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1390814
137749

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office: 314 Ash Avenue, McAllen, TX 78501

Customer Billing Information: Hidalgo County Wic Program, 3105 W. University Dr., Elinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo County Wic Program hereinafter called the "Client", at (site address) 540 S. Texas Mercedes, TX 78570.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 20.90	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☐ O/C Reports ( ) Mthly ( ) Wkly	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Commercial Fire Alarm Monitoring	$ _____	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. ~~The terms of payment~~ are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.
2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable☐☐ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable☐☑ monthly;☐☐ quarterly;☐☐ semi-annually;☐☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of ~~five (5)~~ 3 years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial ~~five (5)~~ 3 year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS (Alarm Security Group LLC)	Accepted by:
Nora Garza	_____
Sales Representative (Print/Signature)	Client's Name / Date
_____	_____
Company Authorized Signature	Client's Authorized Signature
_____	_____
Title	Printed Name / Title
_____	_____
Date	Business Telephone / Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System: Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the eve nt such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the pe riod of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client of his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee; Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21.Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver; This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's alone with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

1402221
140208

PURCHASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local Argus Office
314 Ash Avenue
McAllen, TX 78501

Customer Billing Information
Hidalgo Health Clinic
3105 W. University
Edinburg, TX 78539-9406

argus SECURITY SYSTEMS

THIS AGREEMENT made this 12 day of May 20 10, by and between Alarm Security Group LLC (ASG/Argus Security), hereinafter called the "Company" and Hidalgo Health Clinic hereinafter called the "Client", at (site address) 702 East Texano Hidalgo, TX 78538.

1. Agreement: Company agrees to provide monitoring, repair, inspection and/or response services; and/or to sell, install or cause to be installed, the security systems ("System") described in the Schedule of Protection set forth below:

A. Type of Transaction: (check boxes that apply) ☐ Purchase ☐ Company Owned System ☑ Services

B. Services to be Provided: (check boxes that apply)

☑ Burglar Alarm Monitoring	$ 18.70	☐ Opening/Closing Logging	$ _____	☐ Fire Alarm FSC (inc insp/test)	$ _____
☐ Panic/Hold-Up Monitoring	$ _____	☐ Opening/Closing Log w/Sched	$ _____	☐ Fire Alarm Insp ( ) A or ( ) S	$ _____
☐ Residential Fire Alarm Monitoring	$ _____	☑ O/C Reports ( ) Mthly ( ) Wkly	$ 16.50	Billed: ( ) On Insp ( ) In Advance	
☑ Commercial Fire Alarm Monitoring	$ 8.80	☐ Video Surveillance System FSC	$ _____	☐ FA Sens Test ( ) A or BiA	$ _____
☐ Sprinkler Alarm Monitoring	$ _____	☐ Access Control System FSC	$ _____	Billed: ( ) On Insp ( ) In Advance	
☐ Elevator Monitoring	$ _____	☐ Burglar Alarm FSC + Annual Insp.	$ _____	☐ Cellular/Radio Transmission	$ _____
☐ Temp Alert Monitoring	$ _____	☐ Burglar Alarm FSC + Semi-Ann Insp.	$ _____	☐ Other _____	$ _____

(Complete 2A or 2B and/or 2C, as applicable)

2A. System Purchase: The price ("Price") of the equipment inclusive of the installation thereof shall be $_____ Dollars plus applicable taxes. The terms of payment are as follows: Deposit $_____ ; upon 100%completion $_____. In the event of changes in cost of the System being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly.

1. If such cash delivered Price is increased by Company, Client may, if dissatisfied therewith, cancel this order and any sums previously paid by Client to Company shall be returned forthwith.

2. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

2C. Additional Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 44.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☑ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (8.0), (8.1), (8.2) and (8.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii)At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement.

3. Receipt of Copy: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. Company's Liability/Disclaimer Warranties: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED: OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: Schedule of Equipment and Pricing. monitoring of existing system

ASG SECURITY / ARGUS SECURITY SYSTEMS
(Alarm Security Group LLC)

Nora Garza
Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Client's Name Date

Client's Authorized Signature

Printed Name Title

Business Telephone Email

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

5. Installation of System; Delay of Installation; Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

6A. Service Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes (which shall be separately billed), and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been contracted for, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines.

6B. Limited Warranty: Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

7. Response to Alarm:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location are not agents of Company, nor does Company assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Telephone Lines:** Client acknowledges that the system is designed to operate over a "standard" analog "POTS" telephone line. In the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's alarm system will not be received by the Company and the interruption will not be known by the Company, who shall not be responsible for such failure. Client bears responsibility for providing a standard phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard service. Client acknowledges that if a non-standard phone service is established, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line back up system, but is recommended ensuring a long-term phone line outage does not occur.

8. Increase in Monthly Charges: Company shall have the right, at any time, to increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

8.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (8.1), whichever date is later; and Client agrees to pay such increased monthly charges.

8.2 As an alternative to sub-paragraphs (8) and (8.1), but not more than once during any twelve month period, Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (8.2). Said 20% per year increase shall be in lieu of all other increases in such year provided for in sub-paragraphs (8) and (8.1). If Client objects in writing to the Company within thirty (30) days from the date of the Company's written notice to Client of increases being imposed pursuant to this sub-paragraph (8.2), Company shall have ten (10) days following receipt of such written objection to rescind such increase. If Company fails or refuses to rescind such increase, Client may terminate this Agreement upon the expiration of ten (10) day period without further liability hereunder. Client's failure to object in writing within the said thirty (30) days or to terminate this Agreement within ten (10) days of notice from the Company of its refusal to rescind the increase, shall constitute Client's consent to and acceptance of the increases pursuant to this sub-paragraph (8.2).

8.3 Notwithstanding anything contained herein to the contrary, and except for those increases provided under paragraph (8), Company shall not increase the monthly charges provided for herein during the first six months after the effective date of this Agreement.

9. Authorized Personnel: Client agrees to furnish forthwith a written list of the names, titles, residence telephone numbers and signatures of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm, and to furnish Company with a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Subscriber agrees to keep such call list current.

10. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEMAND THATADDITIONAL PROTECTION ISAVAILABLEANDMAYBE OBTAINED FROMCOMPANYOVERANDABOVE THAT PROVIDED HEREIN, ATAN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

11. Title to Equipment; Removal of System (If Company Owned): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment.

12. Suspension or Cancellation of this System: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency; Reconnect Charges; Interest: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign or permit anyone to take subject to this Agreement without written consent of Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment.

Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things:

(a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate;

(d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Entire Integrated Agreement; Modification; Alterations; Waiver; This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

24. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

25. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

26. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. PERMIT TO OPERATE SYSTEM: Subscriber acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system(intrusion, fire, access control, CCTV). Subscriber agrees to secure any permit that might be required, and the Subscriber acknowledges that the cost, if any of the permit or license will be that of the Subscriber's alone with any additional charges that might be imposed on Subscriber. Subscriber acknowledges that if a permit or license is not

AI-21661 **11.F.**

Renewal/Extension: The Interlocal Purchasing System (TIPS)
CC CONSENT

Date:	06/22/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to renew an additional year of current Interlocal by and between Hidalgo County and Region VIII Education Service Center's Cooperative Purchasing Program awarded vendor "The Interlocal Purchasing System (TIPS) as additional resource for the procurement of goods and or services through Region VIII awarded vendors, thus allowing the County to still be an active member of the Cooperative Purchasing Program and utilize resources that are compliant with bidding requirements.

BACKGROUND

To be effective from July 17, 2010 through July 16, 2011. Interlocal is automatically renewed/extended each year by the Region VIII Education Service Center's Cooperative Purchasing Program, but for practical purposes, the purchasing department wishes to have CC approve such request.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fees or dues required-no fiscal impact to Hidalgo County for this renewal.

Attachments

Link: Interlocal Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:27 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/17/2010 03:58 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Vangie Garcia — Started On: 06/15/2010 12:55 PM

Final Approval Date: 06/18/2010

INTERLOCAL AGREEMENT
Region VIII Education Service Center

Hidalgo County
School District or Local Government

___ - _____
County-District Number

Region VIII Education Service Center

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for local governments (as defined by TEX. GOV'T CODE §791.003) to contract for such services is granted under sections 791.001 to 791.029 of the Texas Government Code; V.T.C.A. as amended.

This Interlocal Agreement (hereinafter the "Agreement") is effective July 17, 2007 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public school or local government through a Program known as the Texas Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and local governments through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Public School or Local Government:

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.

Aug 13 07 01:34p Region 8 ESC D.MABE

INTERLOCAL AGREEMENT, continued

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.

4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

6. Pay vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and Texas Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public District or Local Government

By: _____
Authorized Signature

Title: COUNTY JUDGE

AUGUST 1, 2007
Date

Region VIII Education Service Center

By: _____
Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

8-13-07
Date

Martha L. Salazar
District or Entity Purchasing Contact Person

100 E. Cano St., 4th Floor
Street Address

Edinburg, Texas 78539
City, State Zip

(956) 318-2626-Extension 4862
Purchasing Contact's Telephone Number

(956) 318-2629
Purchasing Contact's Fax Number

martha.salazar@co.hidalgo.tx.us
Purchasing Contact's Email Address

Renan Ramirez-Chief Information Officer
District or Entity Technology Contact Person

100 North Closner
Street Address

Edinburg, Texas 78539
City, State Zip

956-292-7010
Technology Contact Telephone No.
956-318-2152

Technology Contact Fax Number

renan@co.hidalgo.tx.us
Technology Contact's Email Address

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

ORDER APPROVING PARTICIPATION IN THE INTERLOCAL
PURCHASING SYSTEMS (""TIPS"")
OF REGION VIII EDUCATION SERVICE CENTER

STATE OF TEXAS	§§	TO THE REGION VIII
COUNTY OF HIDALGO	§§	EDUCATION SERVICE CENTER

WHEREAS, the Commissioners Court of Hidalgo County, Texas, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in described purchasing programs of the Region VIII Education Service Center, and in the opinion that participation in these programs will be highly beneficial to the taxpayers through the anticipated savings to be realized;

NOW THEREFORE BE IT RESOLVED,that the Commissioners Court of the County of Hidalgo requests the Region VIII Education Service Center to include a stated need for Hidalgo County, Texas to participate in the Interlocal Purchasing System (TIPS) sponsored by the Region VIII Education Service Center"s annual contracts for the above items, whereby Martha Salazar, Purchasing Agent, is authorized and directed to sign and deliver all or any necessary requests and other documents in connection therewith for and on behalf of Hidalgo County, Texas.

In witness thereof, I have hereunto set my hand and affixed my official seal this ___ day of _____, 2007.

By: _____
Juan de Dios (""JD"") Salinas, III,
Hidalgo County Judge
Hidalgo County, Texas

ATTEST: _____
Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas

Aug 13 07 01:34p Region 8 ESC D.MABE

I certify that the foregoing is true and correct copy of the Order duly adopted by the Commissioners Court of Hidalgo County, Texas and that the same now appears of record in my office.

Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas

WITNESS, our hands in duplicate originals this _____day of _____, 2007.

COUNTY OF HIDALGO

BY: _____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Texas Interlocal Purchasing System (TIPS Program)**

BY: _____

PRINTED NAME: _____

TITLE: _____

Approved on Commissioners' Court on **July 17, 2007**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____

Aug 15 07 01:35p Region 8 ESC D.MABE

AI-21659 **11.G.**

Request approval for R. Gutierrez Engineering for Eldora Road Project invoice.

CC CONSENT

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Pct.#2
Acceptance, and approval of request for payment Invoice #2824 $9,000.00 for Eldora Road Project, submitted by R. Gutierrez Engineering Corporation (#C-09-419-10-27) contracted project engineer, with audit review and processing procedures completed by County Auditors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-052-0-711

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

BUDGETARY IMPACT:

PO #637429 available balance $14,400.00 as of 6/15/2010.

Attachments

Link: Inv.#2824 R. Gutierrez Engineer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:26 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:32 PM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 10:03 AM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/15/2010 11:40 AM

Final Approval Date: 06/18/2010

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2824
Friday, May 21, 2010

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG09.022e Eldora Road
Topography & Boundary Survey

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 5/1/2010 to 5/21/2010

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-09-419-10-27(WA#5)(PO#637429)*

Billing Fee: $33,600.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	4,800.00	100.00	4,800.00	4,800.00	0.00
Boundary Survey	27,000.00	80.00	21,600.00	14,400.00	7,200.00
ROW Map (0.5 miles)	1,800.00	100.00	1,800.00	0.00	1,800.00
		Total Phases:			***$9,000.00***

PO # 637429
0-1200-431-00-122-052-0-711
Req # 171966

Phase Billing Totals: ***$9,000.00***

Billing Group Subtotal: 9,000.00

Project Totals:

****** Total Project Invoice Amount:*** ***$9,000.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY: _____ ON 5/28/2010
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 5/28/2010

R. Gutierrez Engineering Corporation

May 21, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Eldora Road Topo & Boundary Survey Invoice # 2824
ENG09.022e

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed the right-of-way map and a total of 12 parcels and have submitted them to the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Eldora Road Topo & Boundary Survey
PROJECT NO.: ENG09.022e
DATE: May 21, 2010

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	5/21/2010	Invoice No. 2824
1	5/21/2010	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
MAY 21 2010

Copy Distribution: file

Received by: Per

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-21662 **11.H.**

Requesting Approval of Payment No. 13 A-E for V-A Architecture
CC CONSENT

Date: 06/22/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Pct. #2:
Approval of Request for Payment #13 (A-E) for New Precinct 2 Administration Office for Hidalgo County and Other County Offices from VA Architecture, in the amount(s) of:

#	Description	Purchase Order No	Payment Amount
1.	New Pct.2 Adm Office	617618	$1,375.92
2.	Health Clinic	622522	$1,378.17
3.	WIC Clinic	622523	$326.51
4.	Tax Assessor Office	622524	$1,181.44
5.	Justice of the Peace Office	622525	$1,358.24

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #617618 balance available in the amount of $9,478.56 as of 06/15/2010

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #622522 balance available in the amount of $9,800.37 as of 6/15/2010.

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #622523 balance available in the amount of $2,321.86 as of 06/15/2010.

FISCAL YEAR: 2010 ACCT. #: 0-1334-415-15-122-042-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #622524 balance available in the amount of $9,303.84 as of 06/15/2010.

FISCAL YEAR: 2010 ACCT. #: 0-1336-412-00-122-043-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
PO #622525 balance available in the amount of $10,695.84 as of 06/15/2010.

Attachments

Link: VA Architecture Payment No. 13

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:28 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:49 PM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 10:51 AM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/15/2010 01:06 PM

Final Approval Date: 06/18/2010

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project			**New Administration Offices for Hidalgo County Pct. 2 and Other County Offices**
Contract #			09-037-01-13
Requests for Payment:			#13 (A-E)
In the total Amount of:			$5,620.28
A. New Pct. 2 Administration	PO# 617618	$1,375.92	
B. Health Clinic	PO# 622522	$1,378.17	
C. WIC Clinic	PO# 622523	$326.51	
D. Tax Assessor Office	PO# 622524	$1,181.44	
E. Justice of the Peace Office	PO# 622525	$1,358.24	
Submitted by:			V·A Architecture
For Period to:			April 27, 2010

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

See Attached Account List

Date:

INVOICE RECEIVED BY:
Esmeralda Molina ON 6·3·10
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6·3·10

Request for Payment #13

New Precinct #2 Administration

617618

0-1334-431-00-122-021-0-720 $1,375.92

Req. #149224

Health Clinic

622522

0-1334-441-00-122-041-0-720 $1,378.17

Req. #154912

WIC Clinic

622523

0-1334-441-00-122-041-0-720 $326.51

Req. #154921

Tax Assessor Office

622524

0-1334-415-15-122-042-0-720 $1,181.44

Req. #154932

Justice of the Peace Office

622525

0-1336-412-00-122-043-0-720 $1,358.24

Req. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: Thirteen (13) - A

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture Contract No 09-037-01-13
P.O. # 617618

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST			**$1,176,000.00** [13a]	**Arch % Rate:**	**6.5%**	***$**	**$76,440.00**
+ *First Bidding Phase - 09/02/09							$2,889.02
						Max. Contract Amt.	**$79,329.02**

Scope of Services			Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign A/E Fee	15%	$	11,466.00	100%	$ 11,466.00	$ $11,466.00	$ 0.00
Design Development A/E Fee	20%	$	15,288.00	100%	$ 15,288.00	$ $15,288.00	$ 0.00
Constr. Doc. Phase A/E Fee	40%	$	30,576.00	100%	$ 30,576.00	$ $30,576.00	$ 0.00
Bidding Phase 09/02/09 5% of	$888,929.87 *	$	2,889.02 ^	100%	$ 2,889.02	$ $2,889.02	$ 0.00
Bidding Phase 10/28/09 A/E Fee	5%	$	3,822.00	100%	$ 3,822.00	$ $3,822.00	$ 0.00
Construction Adm. A/E Fee	20%	$	15,288.00	47%	$ 7,185.36	$ $5,809.44	$ 1,375.92
Reimbursables		$	3,769.61		$ 3,769.61	$ 3,769.61	$ 0.00
TOTALS		$	83,098.63		$ 74,995.99	$ 73,620.07	$ 1,375.92
						Total Amount This Request	$ **1,375.92**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09
$888,929.87 x Arch % Rate of 6.5% = $57,780.44 x Bidding Phase of 5.0% = **$2,889.02** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Pct. 2 Offices						$697,000.00 [7a]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,856	$35,768.34
Alt.#2 Grid-Tie Wind Turbine Generator Sy	$92,000.00	[6c]	35,691	$2.577681	5,856	$15,094.90
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,856	$36,096.50
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,856	$10,828.95
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,856	$94,141.18
Lowest Responsive Bid Received on 9/2/09 for Pct. 2 Offices						$888,929.87 *

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

VA Architecture June 3, 2010
Architect

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: Thirteen (13) - B

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic for Hidalgo County, Pharr, Texas — No. 08-1016

Architetural Firm: V-A Architecture — Contract No 09-037-01-13, P.O. # 622522

Address: 2029 Industrial Drive

City/State: McAllen, Texas 78504

TOTAL PROJECT COST		**$1,177,930.96** ■	**Arch % Rate:**	**6.5%**	***$**	**$76,565.51**
	Total Cost[2]	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic	$1,457,000.00 ■ [13b]	14,817	$98.332996	11,979 ■	$1,177,930.96	

■ The cost of $1,457,000 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

\+ *First Bidding Phase - 09/02/09 $4,967.63

Max. Contract Amt. $81,533.14

Scope of Services		Estimated Budget [13b]	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 11,484.83	100%	$ 11,484.83	$ $11,484.83	$ 0.00
Design Development						
A/E Fee	20%	$ 15,313.10	100%	$ 15,313.10	$ $15,313.10	$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	$ 30,626.20	100%	$ 30,626.20	$ $30,626.20	$ 0.00
Bidding Phase 09/02/09						
5% of $1,528,501.52 *		$ 4,967.63 ^	100%	$ 4,967.63	$ $4,967.63	$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 3,828.28	100%	$ 3,828.28	$ $3,828.28	$ 0.00
Construction Adm.						
A/E Fee	20%	$ 15,313.10	45%	$ 6,890.90	$ $5,512.73	$ 1,378.17
Reimbursables		$ 3,769.61		$ 3,769.61	$ 3,769.61	$ 0.00
TOTALS		$ 85,302.75		$ 76,880.55	$ 75,502.38	$ 1,378.17
					Total Amount This Request	$ **1,378.17**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$1,528,501.52 x Arch % Rate of 6.5% = $99,352.60 x Bidding Phase of 5.0% = **$4,967.63** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Health Clinic	$1,405,000.00	[7b]	14,817	$94.823514	11,979	$1,135,890.87 ▣
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	11,979	$73,167.52
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	11,979	$30,878.04
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	11,979	$73,838.78
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	11,979	$22,151.64
Sitework	$573,769.30	[2,5]	35,691	$16.076022	11,979	$192,574.67
Lowest Responsive Bid Received on 9/2/09 for Health Clinic						$1,528,501.52 *

▣ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

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

VA Architecture — June 3, 2010

Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Thirteen (13) - C**

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture Contract No 09-037-01-13 P.O. # 622523

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$279,069.04** ■	**Arch % Rate:**	**6.5%**	***$**	**$18,139.49**
	Total Cost[2]	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic	$1,457,000.00 ■ [13b]	14,817	$98.332996	2,838 ■	$279,069.04	

■ The cost of $1,457,000 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

\+ *First Bidding Phase - 09/02/09 $1,176.90

Max. Contract Am $19,316.39

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 2,720.92	100%	$ 2,720.92	$ $2,720.92	$ 0.00
Design Development						
A/E Fee	20%	$ 3,627.90	100%	$ 3,627.90	$ $3,627.90	$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	$ 7,255.80	100%	$ 7,255.80	$ $7,255.80	$ 0.00
Bidding Phase 09/02/09						
5% of	$362,124.33 *	$ 1,176.90 ^	100%	$ 1,176.90	$ $1,176.90	$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 906.97	100%	$ 906.97	$ $906.97	$ 0.00
Construction Adm.						
A/E Fee	20%	$ 3,627.90	45%	$ 1,632.55	$ $1,306.04	$ 326.51
Reimbursables		$ 3,769.61	0%	$ 3,769.61	$ 3,769.61	$ 0.00
TOTALS		$ 23,086.00		$ 21,090.65	$ 20,764.14	$ 326.51
					Total Amount This Request	$ **326.51**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$362,124.33 x Arch % Rate of **** = $23,538.08 x Bidding Phase of 5.0% = **$1,176.90** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
BAse Bid for WIC	$1,405,000.00	[7b]	14,817	$94.823514	2,838	$269,109.13 ▣
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	2,838	$17,334.45
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	2,838	$7,315.46
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	2,838	$17,493.49
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	2,838	$5,248.05
Sitework	$573,769.30	[2,5]	35,691	$16.076022	2,838	$45,623.75
Lowest Responsive Bid Received on 9/2/09 for WIC						$362,124.33 *

▣ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

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

VA Architecture — June 3, 2010

Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Thirteen (13) - D**

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622524

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,136,000.00** [13c]	**Arch % Rate:**	**6.5%**	***$**	**$73,840.00**
+ *First Bidding Phase - 09/02/09						$2,644.55
					Max. Contract Amt.	**$76,484.55**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 11,076.00	100%	$ 11,076.00	$ $11,076.00	$ 0.00
Design Development						
A/E Fee	20%	$ 14,768.00	100%	$ 14,768.00	$ $14,768.00	$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	$ 29,536.00	100%	$ 29,536.00	$ $29,536.00	$ 0.00
Bidding Phase 09/02/09						
5% of	$813,708.48 *	$ 2,644.55 ^	100%	$ 2,644.55	$ $2,644.55	$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 3,692.00	100%	$ 3,692.00	$ $3,692.00	$ 0.00
Construction Adm.						
A/E Fee	20%	$ 14,768.00	45%	$ 6,645.60	$ $5,464.16	$ 1,181.44
Reimbursables		$ 3,769.61		$ 3,769.61	$ 3,769.61	$ 0.00
TOTALS		$ 80,254.16		$ 72,131.76	$ 70,950.32	$ 1,181.44
					Total Amount This Request	$ **1,181.44**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$813,708.48 x Arch % Rate of 6.5% = $52,891.05 x Bidding Phase of 5.0% = **$2,644.55** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Tax Office						$644,000.00 [7c]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,178	$31,627.13
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	5,178	$13,347.23
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,178	$31,917.29
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,178	$9,575.19
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,178	$83,241.64
Lowest Responsive Bid Received on 9/2/09 for Tax Office						$813,708.48 *

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

VA Architecture — Architect

June 3, 2010 — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Thirteen (13) - E**

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622525

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,306,000.00** [13d]	**Arch % Rate:**	**6.5%**	***$**	**$84,890.00**
+ *First Bidding Phase - 09/02/09						$4,785.64
					Max. Contract Amt	**$89,675.64**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 12,733.50	100%	$ 12,733.50	$ $12,733.50	$ 0.00
Design Development						
A/E Fee	20%	$ 16,978.00	100%	$ 16,978.00	$ $16,978.00	$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	$ 33,956.00	100%	$ 33,956.00	$ $33,956.00	$ 0.00
Bidding Phase 09/02/09						
5% of $1,472,505.12 *		$ 4,785.64 ^	100%	$ 4,785.64	$ $4,785.64	$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 4,244.50	100%	$ 4,244.50	$ $4,244.50	$ 0.00
Construction Adm.						
A/E Fee	20%	$ 16,978.00	45%	$ 7,640.10	$ $6,281.86	$ 1,358.24
Reimbursables		$ 3,769.61		$ 3,769.61	$ 3,769.61	$ 0.00
TOTALS		$ 93,445.25		$ 84,107.35	$ 82,749.11	$ 1,358.24
					Total Amount This Request	**$ 1,358.24**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$1,472,505.12 x Arch % Rate of **** = $95,712.83 x Bidding Phase of 5.0% = **$4,785.64** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for JOP Offices						$1,150,000.00 [7d]
Alt.#1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	9,840	$60,102.54
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	9,840	$25,364.38
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	9,840	$60,653.95
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	9,840	$18,196.19
Sitework	$573,769.30	[2,5]	35,691	$16.076022	9,840	$158,188.06
Lowest Responsive Bid Received on 9/2/09 for JOP Offices						$1,472,505.12 *

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

VA Architecture — June 3, 2010 — Reynaldo Vargas, A.I.A.

Architect — Date

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

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

AI-21656 **11.I.**

Renewal/Extension: Rochester Armored Car Co. (Armored Car Services)
CC CONSENT

Date:	06/22/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of County's sole option to exercise the one (1) year extension as provided in current Contract No. C-08-054-05-27-Armored Car Services with "Rochester Armored Car Co.", under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-350
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$1,499.62 available balance as of 06/17/10.

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$42,283.76 available balance as of 06/17/10.

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-16-150-001-0-350
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$1,286.04 available balance in req.#176556 as of 06/17/10.

FISCAL YEAR: 2010 ACCT. #: 0-1297-423-00-320-002-0-350
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$50,542.26 available balance as of 06/17/10.

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

BUDGETARY IMPACT:

District Clerks office does not contract these services with any vendor at this time. No funding source or amount required.

Attachments

Link: Contract Documentation

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:24 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:28 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/17/2010 03:44 PM	APRV
4	Auditor's Office		06/18/2010 05:18 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/15/2010 09:59 AM

Final Approval Date: 06/18/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-054-05-27

THIS CONTRACT is made and entered into this 27th day of May, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rochester Armored Car Co.**, Inc. of Omaha, Nebraska("Company").

WHEREAS, Company responded to advertised notices for bids for "**Armored Car Services**"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official or Department Head** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 5, 2008** and ending on **July 4, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional

insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:
Rochester Armored Car Co., Inc.
Attn: Michael Shea
P. O. Box 8, Downtown Station
Omaha, NE 68101

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2008.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____ 6/12/08
Arturo Guajardo, Jr., County Clerk Date

COMPANY: Rochester Armored Car Co. Inc.

By: _____

Printed Name: William J. McGowan

Title: Vice President

Date: 6-18-08

Approved on Commissioners' Court: May 27, 2008

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____ Date: 6-9-08
Stephen L. Crain

EXHIBIT "A" SPECIFICATIONS

EXHIBIT "A"
"ARMORED CAR SERVICES"
BID NO: 2008-054-05-14-VYG

Specifications, Requirements and Other Terms and Conditions

SCOPE OF SERVICES:
HIDALGO COUNTY is seeking bids from qualified bidder(s) with which to establish a contract for the purposes of "Armored Car Services" on an "As Needed Basis".

1. Bidder(s) will be responsible for providing for picking up and transporting, on an **"As Needed Basis"**, deposits from numerous Hidalgo County Departments, and depositing into County's bank account.

2. Bidder(s) will provide armed, uniformed and bonded personnel. Every shipment must be totally insured against loss.

3. Bidder(s) will be required to deliver change and/or bank supplies at the time deposits are picked up.

BANK DEPOSITORY ACCOUNT:

4. Hidalgo County's Depository Bank is currently First National Bank, however, the County might do future business with another Depository Bank within the Hidalgo County area.

5. Hidalgo County's main Bank Depository is "First National Bank", located at 100 W. Cano Street, Edinburg, Texas. Deposits may be deposited at any local listed "First National Bank" branch locations.

6. Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder, or to multiple bidders; whichever is most advantageous to the County.

7. ***Hidalgo County Elected Official, department head, and/or their designees/contact person*** will instruct bidder(s) to as to where/which "First National Bank" branch location site(s) the deposits are to be transported to.

TERMS AND CONDITIONS:

8. Term of contract shall be for a period of two (2) years under Option I. Option II shall include Hidalgo County's option to renew contract for one (1) additional year under the same rates, terms and conditions as the initial two (2) year period.

9. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

10. After bid is awarded and successful awarded vendor defaults in meeting the "general instructions to bidder(s)" and/or complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo

County shall charge the successful bidder the difference for any additional cost to the County.

REQUIREMENTS:

11. Bidder(s) must be licensed by the "Texas Board Of Private Investigators and Private Security Agencies". All of bidder(s)' personnel associated with this bid must also have the proper licenses by the "Texas Board Of Private Investigators and Private Security Agencies".

12. Bidder(s) will provide and maintain all the required "Insurances and Bonds" as described and listed in "Exhibit C" and under "Legal Terms and Conditions"-page 4-item #18.

13. Hidalgo County reserves the right to hold bid(s) for a period of ninety (90) days without taking action.

15. "Any" and "All" costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder(s) and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All applicable forms in this packet must be filled out in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 7, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, May 9, 2008.

EXHIBIT "A"
"ARMORED CAR SERVICES"
BID NO: 2008-054-05-14-VYG

DEPARTMENT LOCATION(S) OF PICKUPS AND LIABILITY AMOUNT(S)

Honorable Arturo Guajardo, Jr.
Hidalgo County Clerk
Hidalgo County Co. Courthouse
100 N. Closner
Edinburg, Texas 78539

Regular time of deposit: 3:00 p.m.
Bank Name/Location: First National Bank/Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $25,000.00 per day/week

Honorable Laura Hinojosa
Hidalgo County District Clerk
Hidalgo County Co. Courthouse
100 N. Closner
Edinburg, Texas 78539

Regular time of deposit: Mornings
Bank Name/Location: First National Bank/Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $40,000.00 -$140,000.00 per day/week

Honorable Norma G. Garcia
Hidalgo County Treasurer
Hidalgo County Treasurer's Office
2810 S. Business Hwy. 281
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.
Bank Name/Location: First National Bank/Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $20,000.00 - $4,000,000.00 per day/week

Honorable Armando Barrera
Hidalgo County Tax Assessor Collector
Hidalgo County Tax Office
2804 S. Business Hwy. 281
Edinburg, Texas 78539

Regular time of deposit: 3:00 p.m.
Bank Name/Location: First National Bank / 1920 S. Closner, Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $4,065,000.00 per day/week

Mr. Hector Solis: Dept. Head
Hidalgo County Auto License Dept.
2804 S. Business Hwy. 281
Edinburg, Texas 78539

Substation/Locations	Time Of Deposit	Pick-Up
#1 Edinburg	3:00 p.m.	1 (once a day)
#2 McAllen	2:30 p.m.	1 (once a day)
#3 Mission	2:00 p.m.	1 (once a day)
#4 Weslaco	1:30 p.m.	1 (once a day)
#5 San Juan	11:00 a.m.	1 (once a day)

Approximate amount of deposit: $ 424,000.00 per day/week

Mr. Joe Lopez, Director
Hidalgo County Community Supervision and Corrections Department (Adult Probation) 3100 S. Business Hwy. 281
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.
Bank Name/Location: First National Bank / 100 W. Cano Street, Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $10,000.00-$45,000.00 per day

EXHIBIT "A"
"ARMORED CAR SERVICES"
BID NO: 2008-054-05-14-VYG

Depository Bank Branch Locations/Sites:
Deposits may be made at any of the following branch locations, however any and all deposits will be taken to the branch location site as requested and directed by the ***Hidalgo County Elected Official, department head, and/or their designees/contact person***.

FIRST NATIONAL BANK BRANCH LOCATIONS/SITES

Alamo	1329 W. Expressway 83, Alamo
Delta	900 E. Highway 107, Elsa
Donna	503 N.D. Salinas
Edinburg	100 W. Cano 1920 S. Closner 320 E. University 2810 N. Closner
Hidalgo	524 S. Bridge
La Joya	701 E. Expressway 83
McAllen	212 N. 23rd. Street 1821 S. 10th Street 7201 N. 10th Street
Mercedes	301 S. Texas Avenue
Mission	1709 N. Conway
Pharr	1311 S. Cage Blvd. 100 E. Nolana
Weslaco	621 S. International Drive (Weslaco-1015) 911 W. Expressway 83 (Weslaco-Border)

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: MAY 14, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "ARMORED CAR SERVICES"	
BID NO: 2008-054-05-14-VYG	**BUYER II: VANGIE Y. GARCIA**

BID # RFB #	NAME OF COMPANY	OPTION I PER LOCATION/PER MONTH TOTAL PER Y EAR	OPTION II PER LOCATION/PER MONTH TOTAL PRICE PER YEAR
#1	ROCHESTER ARMORED CAR CO. INC.-OMAHA, NE	$214.24 PER LOCATION/PER MONTH $2,357.74 PER MONTH	$214.34 PER LOCATION/PER MONTH $2,357.74 PER MONTH
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

EXHIBIT "B"

BID FORM
Hidalgo County - Armored Car Services
Bid No.: 2008-054-05-14-VYC

Option I. Initial two (2) year term:

Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the terms and conditions described for the initial two year term of the contract.

$214.34 per location, per/**month**
Total monthly charges per month: $2,357.74

Option II. Initial two-year term with an additional one (1) year renewal, at County's option:

Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed in Exhibit "A" of this document and under the terms and conditions described for the initial two-year term with an additional one year renewal, at the County's option to renew.

$214.34 per location, per/**month**
Total monthly charges per month: $2,357.74

BIDDER/COMPANY NAME: Rochester Armored Car Co., Inc.

ADDRESS: P.O. Box 8, DTS

CITY/STATE/ZIP CODE: Omaha, NE 68101

PHONE NO: 800-558-9323 FAX NO: 402-558-9326

AUTHORIZED SIGNATURE: Michael Shea

PRINTED NAME: Michael T. Shea

TITLE: Sales & Service

DATE: 05/13/2008

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2009

PRODUCER	732-855-3155	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Willis IIB, Inc. 10 Woodbridge Center Dr. Suite 601 Woodbridge, NJ 07095		INSURERS AFFORDING COVERAGE	NAIC#
INSURED	Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	INSURER A: Navigators Insurance Company	42307-002
		INSURER B: Underwriters at Lloyd's London	15792-001
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS ☐ OTH-ER ☐	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Armored Car Transit,	NY07ILM006353-03	1/1/2010	1/1/2011	SEE DESCRIPTION FOR LIMITS	
B		Vault and Safe Risk	11076W10	1/1/2010	1/1/2011		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RECEIVED
DEC 15 2009
BY

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 So. Business Hwy 281
New Administration Building
Edinburgh, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joann Epps

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 12/09/2009

PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	732-855-3155 Willis IIB, Inc. 10 Woodbridge Center Dr. Suite 601 Woodbridge, NJ 07095	**INSURERS AFFORDING COVERAGE**	**NAIC#**
INSURED	Rochester Armored Car Co., Inc. Lewis System of Iowa, Inc. P.O. Box 8 DTS Omaha, NE 68101	INSURER A: Navigators Insurance Company	42307-002
		INSURER B: Underwriters at Lloyd's London	15792-001
		INSURER C:	
		INSURER D:	
		INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

LIMITS:
$100,000,000 any one transit/occurrence
$100,000,000 each & every loss for Omaha location
$ 42,000,000 each & every loss for Fargo location
$ 35,000,000 each & every loss for McAllen location
$ 33,000,000 each & every loss for Des Moines and Iowa City locations
$ 30,000,000 each & every loss for Sioux Falls location
$ 20,000,000 each & every loss all other locations

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 24420 ROC48818

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/09

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha, NE 68145-0279
402 861-7000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Rochester Armored Car Co., Inc.
Lewis System of Iowa, Inc.
Inc.; P.O. Box 8 D.T.S.
Omaha, NE 68101

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: General Casualty Co of WI	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CCI0262931	06/30/09	06/30/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA3198343	06/30/09	06/30/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	CCU0262931	06/30/09	06/30/10	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC0262931	06/30/09	06/30/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

JUN 18 2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
REGARDING: ARMORED CAR SERVICES. CERT HOLDER IS ADDED ON GENERAL LIABILITY AS ADDITIONAL INSURED REGARDING ABOVE.

CERTIFICATE HOLDER

COUNTY OF HIDALGO TEXAS
100 E. CANO, 5TH FLOOR
ADMIN. BLDG
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Frohloff

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 15, 2010

Rochester Armored Car Co., Inc.
Attn: Michael T. Shea
P.O. Box 8, DTS
Omaha, NE 68101

Via: Certified Mail #7099-3220-0002-9744-8796
Email: mtshea@rocarmco.com

Re: Extension Of Agreement No: C-08-054-05-27
"Armored Car Services Contract"

Dear Mr. Shea:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' one (1) year extension as provided under page 1-#3 under Term. Extension will be at the same rates, terms and conditions. Said extended agreement will be effective from July 4, 2010 thru July 3, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, June 22, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, June 16, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Michael T. Shea Date: 6/15/2010

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department