AI-34024 **1.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

BACKGROUND

Attachments

register

Form Review

Form Started By: Monica Badillo Started On: 08/31/2012 02:28 PM

Final Approval Date: 08/31/2012

Approval of Check Register as Summarized Below

September 4th, 2012

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	366970	367355		1,246,528.73
02	Special Revenue	377558	377773		376,539.66
04	Capital Projects	14471	14486		369,437.14
05	Trust & Agency	22086	22093		2,818.83
07	Proprietary	5658	5660		15,406.75
15	Urban Special	27536	27548		174,258.76
			Total checks		**2,184,989.87**
Ach Withdrawals for:					
Trust & Agency Funds			ITEMS:	2	26,161.34
Proprietary Funds			ITEMS:	2	824,264.10
			Total withdrawals:		850,425.44
Bank Internal Transfer for:					
General Fund			ITEMS:	2	211,453.17
			Total transfers:		211,453.17
			Total electronic payments:		1,061,878.61
			Grand Total:		**3,246,868.48**

ACH Withdrawals

Date	To	For	From	Amount
08/29/12	Bank of America	Tx Dept of Criminal Just.	Trust & Agency Fund	25,561.34
08/31/12	TXSDU	Child Support	Trust & Agency Fund	600.00
			Total Trust & Agency	26,161.34
08/30/12	TriStar Risk Mgnt	Workers Compensation	Proprietary Fund	67,594.60
08/30/12	Blue Cross Blue Shield	Health Insurance Claims	Proprietary Fund	756,669.50
			Total Proprietary	824,264.10
			Total ACH Withdrawal	850,425.44

Bank Internal Transfers

Date	To	For	From	Amount
08/30/12	Payroll Fund	Elected Officials PP15	General Fund	120,091.68
08/30/12	Trust & Agency Fund	Elected Officials PP15	General Fund	91,361.49
			Total General	211,453.17
			Total Bank Transfers	211,453.17
			Grand Total	1,061,878.61

Bank	Check No	Amount	Date	Vendor	Type
01	00366970	1,593.60	09/04/12	343277 CITIBANK	C
01	00366971	703.02	09/04/12	393363 COMDATA	C
01	00366972	2,309.45	09/04/12	276359 CORNELL ABRAXAS	C
01	00366973	74.26	09/04/12	313157 GARCIA, NORMA A.	C
01	00366974	5,737.50	09/04/12	248339 LUTHERAN SOCIAL SERVICES OF SOUTH TEXAS	C
01	00366975	8,011.40	09/04/12	277223 RELIANT, DEPT 0954	C
01	00366976	421.86	09/04/12	260363 T-MOBILE	C
01	00366977	502.27	09/04/12	254185 WALMART COMMUNITY/GEMB	C
01	00366978	1,000.00	09/04/12	201979 ALEMAN, JAIME	C
01	00366979	3,150.00	09/04/12	305464 ALVAREZ, JUAN R.	C
01	00366980	1,570.00	09/04/12	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00366981	920.00	09/04/12	329134 BARBOSA, ALBERTO	C
01	00366982	350.00	09/04/12	371262 BARRERA, JOSE OSCAR JR.	C
01	00366983	250.00	09/04/12	319104 CHRISTOPHER RYAN BRASURE	C
01	00366984	946.92	09/04/12	367028 CANTU-DELBOSQUE & ASSOCIATES, P.C.	C
01	00366985	28.08	09/04/12	367028 UNITED STATES TREASURY	C
01	00366986	2,655.00	09/04/12	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00366987	300.00	09/04/12	315532 CARLOS E. ORTEGON, P.C.	C
01	00366988	1,115.00	09/04/12	188921 DAVID E CAZARES P.C.	C
01	00366989	1,250.00	09/04/12	348147 EDNA ESCANAME CEDILLO	C
01	00366990	3,165.00	09/04/12	299375 LAURA MARTINEZ COLUNGA	C
01	00366991	2,892.50	09/04/12	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00366992	1,277.50	09/04/12	396575 CRUZ, AUDRA	C
01	00366993	200.00	09/04/12	391948 LAW OFFICE OF MARLA CUELLAR	C
01	00366994	2,050.00	09/04/12	370428 DE LUNA, MARCO A.	C
01	00366995	5,035.00	09/04/12	181552 DELLA FAY PEREZ, PLLC	C
01	00366996	640.00	09/04/12	282847 ESPARZA, LAWRENCE	C
01	00366997	645.00	09/04/12	322555 ESPINOSA, PILAR V.	C
01	00366998	690.00	09/04/12	333034 FLORES, ABIEL	C
01	00366999	500.00	09/04/12	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00367000	2,255.00	09/04/12	241873 JAIME ROEL GARCIA	C
01	00367001	2,250.00	09/04/12	348805 GARZA & PENA, PLLC	C
01	00367002	2,630.00	09/04/12	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00367003	350.00	09/04/12	249629 GARZA, CARLOS JAIME	C
01	00367004	2,690.00	09/04/12	395641 GARZA, JOSE M.	C
01	00367005	262.50	09/04/12	287989 LAW OFFICE OF MELINDA D. GARZA	C
01	00367006	450.00	09/04/12	159298 GARZA, ROGELIO	C
01	00367007	2,270.00	09/04/12	19062 GOMEZ, JOSE ANTONIO	C
01	00367008	1,220.00	09/04/12	181188 GONZALES, FRANCISCO E. JR.	C
01	00367009	250.00	09/04/12	251607 LAW OFFICE OF NOEL GONZALEZ	C
01	00367010	300.00	09/04/12	8311 GORENA, DAVID R.	C
01	00367011	650.00	09/04/12	385158 GUERRA, ARMANDO M.	C
01	00367012	225.00	09/04/12	199788 GUERRA, VICTORIA	C
01	00367013	1,800.00	09/04/12	317055 LAW OFFICE OF LILLY A GUTIERREZ	C
01	00367014	400.00	09/04/12	376442 GUTIERREZ, ROEL	C
01	00367015	247.50	09/04/12	378682 JARVIS LAW FIRM	C
01	00367016	877.50	09/04/12	299219 LAW OFFICE OF ALMA R. GARZA, P.C.	C
01	00367017	2,930.00	09/04/12	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00367018	360.00	09/04/12	301752 LAW OFFICE OF ELOY R. GARCIA, JR.	C
01	00367019	300.00	09/04/12	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00367020	1,325.00	09/04/12	394181 LAWRENCE L. GARCIA & ASSOCIATES, P.C.	C
01	00367021	250.00	09/04/12	370991 LONGORIA, OSCAR LEE JR.	C
01	00367022	250.00	09/04/12	266418 LOPEZ, MIGUEL JR.	C
01	00367023	1,850.00	09/04/12	353582 LOPEZ, TEODULO L. JR.	C
01	00367024	665.00	09/04/12	380725 MARROQUIN, ARMANDO JAMIL	C

Bank	Check No	Amount	Date	Vendor	Type
01	00367025	400.00	09/04/12	307742 MARTINEZ, ARMANDO P.	C
01	00367026	1,010.00	09/04/12	305278 MARTINEZ, SANDRA L.	C
01	00367027	520.00	09/04/12	203564 MCMASTER, DOUGLAS M.	C
01	00367028	470.00	09/04/12	282669 LAW OFFICE OF ROBERTO MEZA, JR.	C
01	00367029	900.00	09/04/12	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00367030	3,647.50	09/04/12	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00367031	800.00	09/04/12	322652 LAW OFFICE OF JAIME M. MORALES	C
01	00367032	767.50	09/04/12	370576 MORALES, JENNIFER ANN	C
01	00367033	14,370.00	09/04/12	226297 MORALES-MARTINEZ, NEREYDA	C
01	00367034	1,350.00	09/04/12	382647 JORGE MUNOZ	C
01	00367035	250.00	09/04/12	245364 NITSCH, PATRICK A.	C
01	00367036	190.00	09/04/12	332232 PALACIOS & LOVE, ATTORNEYS AT LAW	C
01	00367037	1,745.00	09/04/12	347752 JUDITH PENA-MORALES	C
01	00367038	300.00	09/04/12	324175 PEREZ, MARTIN L.	C
01	00367039	310.00	09/04/12	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00367040	2,332.50	09/04/12	209783 RAMIREZ, CARMEN B.	C
01	00367041	2,000.00	09/04/12	291749 RAMIREZ, JOSE ALBINO	C
01	00367042	200.00	09/04/12	159328 RAMIREZ, LUIS R.	C
01	00367043	5,620.00	09/04/12	95982 RAMIREZ, MARIO	C
01	00367044	1,015.00	09/04/12	182273 REYES, DANIEL R.	C
01	00367045	2,780.00	09/04/12	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00367046	1,225.00	09/04/12	217026 REYNA, JOSE J.	C
01	00367047	720.00	09/04/12	297615 LAW OFFICE OF REGINA RICHARDSON	C
01	00367048	1,577.50	09/04/12	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00367049	1,180.00	09/04/12	10871 RODRIGUEZ, EMILIO JR.	C
01	00367050	600.00	09/04/12	248614 SAENZ, DAVID	C
01	00367051	1,235.00	09/04/12	212725 SOLIS, JAVIER E.	C
01	00367052	845.00	09/04/12	400335 SOLIS, ROGELIO	C
01	00367053	2,695.00	09/04/12	368067 TIJERINA LAW FIRM PC	C
01	00367054	1,355.00	09/04/12	222518 UNITED STATES TREASURY	C
01	00367055	200.00	09/04/12	320196 VALDEZ, ROOSEVELT ROY	C
01	00367056	6,288.10	09/04/12	251917 VALDEZ, SERGIO J.	C
01	00367057	950.00	09/04/12	181536 LAW OFFICE OF OSCAR VEGA	C
01	00367058	375.00	09/04/12	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00367059	335.00	09/04/12	400165 WILLIAM R. GARZA & ASSOCIATES, PLLC	C
01	00367060	4,147.50	09/04/12	326585 WISE, MIGUEL D.	C
01	00367061	273.00	09/04/12	366307 ACT PIPE & SUPPLY, INC.	C
01	00367062	51.84	09/04/12	89885 ACTION HYDRAULIC HOSES, ETC.	C
01	00367063	1,533.80	09/04/12	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00367064	557.40	09/04/12	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00367065	1,753.48	09/04/12	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00367066	16.80	09/04/12	399140 ALARM SECURITY GROUP LLC	C
01	00367067	1.00	09/04/12	402290 ALONZO, ROSALINDA	C
01	00367068	119.80	09/04/12	1864 AMIGO POWER EQUIPMENT	C
01	00367069	989.47	09/04/12	1864 AMIGO POWER EQUIPMENT	C
01	00367070	65.43	09/04/12	1961 ANDERSON EQUIPMENT CO INC	C
01	00367071	9.90	09/04/12	402168 AREA LOGISTICS	C
01	00367072	82,162.97	09/04/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00367073	1,546.86	09/04/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00367074	10,756.58	09/04/12	302465 ARGUINDEGUI OIL CO II LTD	C
01	00367075	1,774.50	09/04/12	54755 ARGUS SECURITY SYSTEMS	C
01	00367076	20.20	09/04/12	328626 AT&T	C
01	00367077	386.00	09/04/12	328626 AT&T	C
01	00367078	470.14	09/04/12	328626 AT&T	C
01	00367079	78.73	09/04/12	278378 AT&T LONG DISTANCE	C

Bank	Check No	Amount	Date	Vendor		Type
01	00367080	13,824.95	09/04/12	342009	AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00367081	199.00	09/04/12	220205	B & H PHOTO VIDEO	C
01	00367082	494.14	09/04/12	102962	BANALES, J. MANUEL JUDGE	C
01	00367083	87.14	09/04/12	399760	BEDRINANA, ARABELLA	C
01	00367084	4,816.50	09/04/12	90476	BOB BARKER COMPANY, INC	C
01	00367085	1,603.00	09/04/12	90476	BOB BARKER COMPANY, INC	C
01	00367086	327,375.00	09/04/12	262501	BROOKS COUNTY DETENTION CENTER	C
01	00367087	762.72	09/04/12	4537	BURTON AUTO SUPPLY, INC.	C
01	00367088	1,400.00	09/04/12	204226	CALERA, INC.	C
01	00367089	165.03	09/04/12	179272	CANON FINANCIAL SERVICES INC.	C
01	00367090	13.47	09/04/12	216194	CANTU, PRISCILLA IRIS	C
01	00367091	2,000.00	09/04/12	101575	CASTRO, DAVID M.	C
01	00367092	2,784.51	09/04/12	153915	CDW GOVERNMENT INC.	C
01	00367093	658.89	09/04/12	153915	CDW GOVERNMENT INC.	C
01	00367094	10,065.00	09/04/12	5576	CEBALLOS FUNERAL HOME, INC.	C
01	00367095	4,729.00	09/04/12	150207	CENTRAL FENCE & SUPPLY, LTD	C
01	00367096	68.87	09/04/12	5762	CENTRAL PLUMBING & ELECTRIC SUPPLY CO.	C
01	00367097	430.36	09/04/12	343137	CENTRAL TEXAS MEDICAL EQUIPMENT & SUPPLI	C
01	00367098	1,368.11	09/04/12	258725	CHRISTUS SPOHN HOSPITAL - CORPUS CHRISTI	C
01	00367099	5,734.50	09/04/12	6513	CITY OF EDINBURG	C
01	00367100	34,056.94	09/04/12	6513	CITY OF EDINBURG	C
01	00367101	25.83	09/04/12	10197	CITY OF EDINBURG	C
01	00367102	900.00	09/04/12	397946	CLOW, MARTHA RN, CP/CA SAFE	C
01	00367103	1,450.50	09/04/12	393363	COMDATA	C
01	00367104	3,112.85	09/04/12	393363	COMDATA	C
01	00367105	13,302.38	09/04/12	393363	COMDATA	C
01	00367106	4,854.45	09/04/12	393363	COMDATA	C
01	00367107	506.90	09/04/12	163546	COMMUNICATIONS ETC.	C
01	00367108	182.68	09/04/12	270563	CPL RETAIL ENERGY, LP	C
01	00367109	4,176.31	09/04/12	270563	CPL RETAIL ENERGY, LP	C
01	00367110	1,150.00	09/04/12	384631	CYMEZ INTERNATIONAL SECURITY LLC	C
01	00367111	81.00	09/04/12	310239	D & M CLEANER	C
01	00367112	199.80	09/04/12	289701	D & M COFFEE COMPANY, INC	C
01	00367113	145.00	09/04/12	250562	DANABY RENTALS, INC.	C
01	00367114	80.23	09/04/12	241482	DANIEL P. MCLEAN, M.D. P.A.	C
01	00367115	17.46	09/04/12	367044	DE ALBA TORTILLA FACTORY & BAKERY	C
01	00367116	437.50	09/04/12	255548	DE LAGE LANDEN	C
01	00367117	.25	09/04/12	402303	DE LOS REYES, BALDEMAR JR.	C
01	00367118	10,216.40	09/04/12	178136	DELL MARKETING L.P.	C
01	00367119	352.00	09/04/12	86525	DELTA SPECIALTIES SUPPLY	C
01	00367120	171.46	09/04/12	399124	DELUXE SMALL BUSINESS SALES, INC.	C
01	00367121	743.00	09/04/12	8869	DIAZ FLOORS & INTERIORS INC.	C
01	00367122	42.99	09/04/12	228389	DIRECTV	C
01	00367123	55.99	09/04/12	228389	DIRECTV	C
01	00367124	1,319.93	09/04/12	250899	DOCTORS HOSP AT RENAISSAN	C
01	00367125	489.28	09/04/12	383139	FACILITY SOLUTIONS GROUP, INC	C
01	00367126	16.16	09/04/12	11908	FEDEX	C
01	00367127	467.04	09/04/12	11908	FEDEX	C
01	00367128	7.69	09/04/12	11908	FEDEX	C
01	00367129	337.47	09/04/12	332852	FERGUSON ENTERPRISES, INC #116	C
01	00367130	25.00	09/04/12	402133	FLORES, JAIME	C
01	00367131	53.06	09/04/12	240354	FRED L. PEREZ, JR., M.D.	C
01	00367132	154.64	09/04/12	13129	FRENCH-ELLISON TRUCK CENTER	C
01	00367133	269.64	09/04/12	125717	FRONTERA MATERIALS, INC.	C
01	00367134	272.99	09/04/12	321826	G & K SERVICE INC.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00367135	17.00	09/04/12	321826 G & K SERVICE INC.	C
01	00367136	28.10	09/04/12	321826 G & K SERVICE INC.	C
01	00367137	99.90	09/04/12	361186 GALINDO, FLOR	C
01	00367138	918.43	09/04/12	183121 GALLS, LLC	C
01	00367139	683.50	09/04/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00367140	588.08	09/04/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00367141	561.58	09/04/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00367142	1,333.60	09/04/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00367143	656.69	09/04/12	329851 GEMAIRE DISTRIBUTORS	C
01	00367144	457.59	09/04/12	297917 GEMINI AMBULANCE SERVICE, INC.	C
01	00367145	1,795.83	09/04/12	210471 GOMEZ, AGUSTIN	C
01	00367146	884.22	09/04/12	14788 GOODYEAR AUTO SERVICE CENTER	C
01	00367147	27.75	09/04/12	371874 GRANADO, DAVID	C
01	00367148	1,183.15	09/04/12	15253 GULF COAST PAPER CO.	C
01	00367149	2,843.60	09/04/12	15261 GULF DATA PRODUCTS	C
01	00367150	427.50	09/04/12	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00367151	107.00	09/04/12	252468 HACIENDA FORD	C
01	00367152	66.56	09/04/12	269395 HAMMAMI IMAGING & ASSOC	C
01	00367153	575.00	09/04/12	272566 HIDALGO COUNTY CLERK'S REGISTRY	C
01	00367154	30.00	09/04/12	299103 HID CO HEALTH & HUMAN SERVICES DEPT.	C
01	00367155	5.20	09/04/12	198331 HIDALGO COUNTY IRRIGATION DIST. #2	C
01	00367156	107.52	09/04/12	289299 HOME DEPOT CREDIT SERVICES	C
01	00367157	1,373.46	09/04/12	179442 IVAN'S AUTOMOTIVE	C
01	00367158	795.00	09/04/12	309125 J & M HYDRAULICS	C
01	00367159	440.92	09/04/12	254576 J.L. CAZARES, D.D.S. P.A.	C
01	00367160	2,807.00	09/04/12	353426 JASON A. BURKETT, D.D.S., P.A.	C
01	00367161	70.00	09/04/12	18465 JESSE TREVINO INSURANCE AGENCY, INC.	C
01	00367162	554.35	09/04/12	339024 JOHN DEERE LANDSCAPES INC	C
01	00367163	43.75	09/04/12	262447 JOHNSON SUPPLY	C
01	00367164	73.78	09/04/12	253324 JOHNSTONE SUPPLY	C
01	00367165	508.00	09/04/12	338613 JUSTICE WORKS, LLC	C
01	00367166	285.00	09/04/12	353779 KROSCHEL PUMP & SUPPLY, INC.	C
01	00367167	4,426.34	09/04/12	119784 LABATT FOOD SERVICE	C
01	00367168	7,295.09	09/04/12	261513 ROLANDO L. RIOS, ESQ	C
01	00367169	550.00	09/04/12	237507 LEXISNEXIS	C
01	00367170	55.14	09/04/12	143731 LONE STAR OVERNIGHT	C
01	00367171	1,638.00	09/04/12	288772 LONE STAR UNIFORMS, INC.	C
01	00367172	23.31	09/04/12	389382 LOPEZ, JOANA E.	C
01	00367173	95.00	09/04/12	330019 M & M TOWING AND RECOVERY INC	C
01	00367174	30,302.84	09/04/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00367175	4,705.23	09/04/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00367176	34.07	09/04/12	321451 MARIA E. RODRIGUEZ	C
01	00367177	35.92	09/04/12	23493 MATT'S CASH & CARRY	C
01	00367178	74.96	09/04/12	224529 MCCOY'S BUILDING SUPPLY	C
01	00367179	152.00	09/04/12	361526 MEDTECH FORENSICS, INC.	C
01	00367180	375.00	09/04/12	275123 MID-VALLEY PEST CONTROL	C
01	00367181	1,100.00	09/04/12	170321 MIRTA ZORRILLA, M.D. P.A.	C
01	00367182	52.36	09/04/12	24996 MISSION AUTO ELECTRIC, INC.	C
01	00367183	623.33	09/04/12	25097 MISSION HOSPITAL, INC	C
01	00367184	69.99	09/04/12	254983 MISSION WESTERN WEAR	C
01	00367185	302.04	09/04/12	388467 MODEL LAUNDRY, LLC	C
01	00367186	81.20	09/04/12	388467 MODEL LAUNDRY, LLC	C
01	00367187	141.10	09/04/12	388467 MODEL LAUNDRY, LLC	C
01	00367188	71.00	09/04/12	72745 MONTALVO INSURANCE AGENCY, INC.	C
01	00367189	2,784.76	09/04/12	367753 MONTGOMERY TECHNOLOGY SYSTEMS, LLC	C

Bank	Check No	Amount	Date	Vendor	Type
01	00367190	.90	09/04/12	402184 MORENO, JOSE MARIA	C
01	00367191	25.00	09/04/12	402117 MORENO, LAURA	C
01	00367192	3.00	09/04/12	402311 MULKEY, MATHEW E.	C
01	00367193	116.74	09/04/12	3166 NEUHAUS & COMPANY LTD	C
01	00367194	115.07	09/04/12	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00367195	106.59	09/04/12	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00367196	215.07	09/04/12	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00367197	2,170.00	09/04/12	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00367198	138.00	09/04/12	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00367199	41.30	09/04/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00367200	3,108.66	09/04/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00367201	14.95	09/04/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00367202	245.97	09/04/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00367203	2,310.00	09/04/12	255165 O. E. INVESTMENTS, LTD	C
01	00367204	164.48	09/04/12	27057 OFFICE COMMUNICATIONS SYSTEMS, INC.	C
01	00367205	9.60	09/04/12	312231 OFFICE DEPOT	C
01	00367206	766.50	09/04/12	312231 OFFICE DEPOT, INC.	C
01	00367207	3.00	09/04/12	402273 OLGUIN-MENDEZ, RAMIRO	C
01	00367208	655.78	09/04/12	347418 OMNICARE SAN ANTONIO	C
01	00367209	231,262.03	09/04/12	342408 PERDUE, BRANDON FIELDER, COLLINS & MOTT	C
01	00367210	.15	09/04/12	402141 PEREZ, JUAN MANUEL	C
01	00367211	1,040.00	09/04/12	150797 PETROLEUM SOLUTIONS, INC.	C
01	00367212	1,100.00	09/04/12	14966 GREGORIO PINA, III, PH.D.	C
01	00367213	4,809.00	09/04/12	400190 PREMIER UNIFORM, INC.	C
01	00367214	993.75	09/04/12	244759 QUEST DIAGNOSTICS	C
01	00367215	9,034.50	09/04/12	244759 QUEST DIAGNOSTICS	C
01	00367216	45.90	09/04/12	402150 QUINTANILLA, JOSE LUIS	C
01	00367217	100.00	09/04/12	402125 QUIROZ, JAVIER	C
01	00367218	1,324.73	09/04/12	213241 R & J'S REPAIR, INC.	C
01	00367219	9,000.00	09/04/12	52272 RAMIREZ, JOSE JR.	C
01	00367220	1,016.34	09/04/12	398420 REGIMED MEDICAL	C
01	00367221	12.42	09/04/12	277223 RELIANT	C
01	00367222	57.57	09/04/12	277223 RELIANT, DEPT 0954	C
01	00367223	33.30	09/04/12	393339 REYES, LAURA PATRICIA	C
01	00367224	7,795.48	09/04/12	399566 RICOH USA, INC.	C
01	00367225	166.00	09/04/12	399566 RICOH USA, INC.	C
01	00367226	132.15	09/04/12	399566 RICOH USA, INC.	C
01	00367227	268.30	09/04/12	399566 RICOH USA, INC.	C
01	00367228	733.25	09/04/12	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00367229	560.00	09/04/12	397563 RIO GRANDE VALLEY COMMUNICATIONS GROUP	C
01	00367230	159.24	09/04/12	308846 RIO GRANDE VALLEY EMERGENCY PHYSICIANS	C
01	00367231	1,892.00	09/04/12	233846 ROCHESTER ARMORED CAR CO.,INC.	C
01	00367232	2,800.00	09/04/12	326062 ROSSLER, MONICA S.	C
01	00367233	770.15	09/04/12	396257 SALDANA, MARISELA	C
01	00367234	27.84	09/04/12	268674 SAM'S CAFE	C
01	00367235	74.00	09/04/12	399981 SANCHEZ, ROBERT	C
01	00367236	48.00	09/04/12	399981 SANCHEZ, ROBERT	C
01	00367237	265.49	09/04/12	311987 SEPULVEDA'S AUTO SERVICE #2	C
01	00367238	842.70	09/04/12	201839 SHAVER FOODS, LLC	C
01	00367239	514.54	09/04/12	34282 SHERWIN-WILLIAMS COMPANY	C
01	00367240	575.60	09/04/12	34754 SOUTH HI WAY GARAGE INC.	C
01	00367241	200.82	09/04/12	34754 SOUTH HI WAY GARAGE INC.	C
01	00367242	4,756.63	09/04/12	319449 STAPLES ADVANTAGE	C
01	00367243	386.75	09/04/12	319449 STAPLES ADVANTAGE	C
01	00367244	14.43	09/04/12	319449 STAPLES ADVANTAGE	C

Bank	Check No	Amount	Date	Vendor	Type
01	00367245	1.00	09/04/12	402176 STATEWIDE CIVIL PROCESS INC.	C
01	00367246	7,238.02	09/04/12	213039 STEWART & STEVENSON LLC	C
01	00367247	581.35	09/04/12	133655 SUPERIOR ALARMS	C
01	00367248	39.58	09/04/12	336319 SUPERIOR OIL EXPRESS	C
01	00367249	29.00	09/04/12	336319 SUPERIOR OIL EXPRESS	C
01	00367250	96.52	09/04/12	336319 SUPERIOR OIL EXPRESS	C
01	00367251	46.73	09/04/12	401412 SYED K. HUSSAIN, M.D.	C
01	00367252	518.08	09/04/12	114243 SYSCO INC.	C
01	00367253	572.00	09/04/12	114243 SYSCO INC.	C
01	00367254	205.00	09/04/12	402192 TAMEZ, NOE	C
01	00367255	200.33	09/04/12	349771 TAYLOR CORPORATION	C
01	00367256	16.90	09/04/12	402281 TENANT, LAURA	C
01	00367257	140.00	09/04/12	268461 TEXAS DEPARTMENT OF LICENSING & REGULATI	C
01	00367258	6.00	09/04/12	264474 TEXAS DEPARTMENT OF PUBLIC SAFETY	C
01	00367259	1,216.32	09/04/12	200891 TEXAS DEPT OF CRIMINAL JUSTICE	C
01	00367260	38.40	09/04/12	288888 TEXAS GAS SERVICE	C
01	00367261	4,025.00	09/04/12	369039 TEXAS LAND RECLAMATION LLC	C
01	00367262	700.00	09/04/12	369039 UTW TIRE COLLECTION SERVICES	C
01	00367263	255.00	09/04/12	37079 TEXAS PARKS & WILDLIFE DEPARTMENT	C
01	00367264	299.25	09/04/12	247723 TEXMAPS	C
01	00367265	3,440.00	09/04/12	397814 THE BASIC ADVANTAGE, INC.	C
01	00367266	240.00	09/04/12	293776 THE INSTITUTE OF INTERNAL AUDITORS	C
01	00367267	350.00	09/04/12	237205 THYSSENKRUPP ELEVATOR CORPORATION	C
01	00367268	48.39	09/04/12	231924 TIME WARNER CABLE	C
01	00367269	62.00	09/04/12	302007 TIRE CENTERS, LLC	C
01	00367270	147.96	09/04/12	212482 TRACTOR SUPPLY CO	C
01	00367271	850.00	09/04/12	397822 TRIPLE R FABRICATION & WELDING	C
01	00367272	7,410.00	09/04/12	38792 TROPICAL TEXAS BEHAVIORAL HEALTH	C
01	00367273	84.90	09/04/12	155284 UNITED PARCEL SERVICE	C
01	00367274	193.26	09/04/12	155284 UNITED PARCEL SERVICE	C
01	00367275	288.94	09/04/12	155284 UNITED PARCEL SERVICE	C
01	00367276	439.12	09/04/12	277142 UNITED RENTALS (NORTH AMERICA), INC.	C
01	00367277	210.00	09/04/12	169552 UTB/TSC	C
01	00367278	233.58	09/04/12	233005 UROLOGY ASSOC. OF SO. TX	C
01	00367279	402.78	09/04/12	204331 VALLEY AIDS COUNCIL	C
01	00367280	549.35	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367281	170.25	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367282	178.60	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367283	261.00	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367284	57.05	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367285	42.20	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367286	328.45	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
01	00367287	213.00	09/04/12	253049 VALLEY INSURANCE PROVIDERS	C
01	00367288	24.81	09/04/12	402206 VALLEY PATHOLOGY, PA	C
01	00367289	156.18	09/04/12	40363 CED-CREDIT OFFICE	C
01	00367290	71.98	09/04/12	381705 VAQUEROS RESTAURANT	C
01	00367291	282.25	09/04/12	278211 VASQUEZ, REGINA CSR	C
01	00367292	75.98	09/04/12	287024 VERIZON WIRELESS	C
01	00367293	76.89	09/04/12	287024 VERIZON WIRELESS	C
01	00367294	326.34	09/04/12	213543 VILLARREAL, AURORA	C
01	00367295	103.96	09/04/12	399680 VILLARREAL, MARKUS D/B/A LA PESCA	C
01	00367296	442.69	09/04/12	40991 W. W. GRAINGER INC.	C
01	00367297	408.89	09/04/12	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
01	00367298	73.38	09/04/12	268755 WELDINGHOUSE, INC.	C
01	00367299	33.93	09/04/12	179701 WESLACO FORD, LLP	C

Bank	Check No	Amount	Date	Vendor	Type
01	00367300	957.60	09/04/12	41548 WEST PUBLISHING CORPORATION	C
01	00367301	20,830.40	09/04/12	369195 WESTWOOD PHARMACY CLINICAL SERVICES	C
01	00367302	9.20	09/04/12	254207 WILLACY COOP	C
01	00367303	260.00	09/04/12	220833 WINDSHIELDS XPRESS	C
01	00367304	366.78	09/04/12	42129 XEROX CORPORATION	C
01	00367305	246.30	09/04/12	42129 XEROX CORPORATION	C
01	00367306	279.36	09/04/12	42129 XEROX CORPORATION	C
01	00367307	1,048.22	09/04/12	42129 XEROX CORPORATION	C
01	00367308	336.00	09/04/12	396907 ATLANTIC INFORMATION SERVICES, INC	C
01	00367309	740.20	09/04/12	343277 CITIBANK	C
01	00367310	14,639.17	09/04/12	343277 CITIBANK	C
01	00367311	234.00	09/04/12	192848 CONTRERAS, JESUS	C
01	00367312	35.00	09/04/12	129496 COWAN, BRADLEY	C
01	00367313	618.84	09/04/12	275875 EAN HOLDINGS, LLC DBA	C
01	00367314	129.00	09/04/12	175331 JUDGE ALBERT GARCIA	C
01	00367315	33.24	09/04/12	349887 GARCIA, ANGELICA	C
01	00367316	195.00	09/04/12	364037 GARCIA, RICARDO R.	C
01	00367317	73.47	09/04/12	311561 GARZA, JOSE J.	C
01	00367318	207.00	09/04/12	369209 GARZA, MICHAEL A.	C
01	00367319	18.00	09/04/12	267015 GARZA, RAFAEL	C
01	00367320	910.55	09/04/12	185981 GONZALEZ, NOE JUDGE	C
01	00367321	1,257.22	09/04/12	256293 GONZALEZ, RODOLFO JUDGE	C
01	00367322	267.00	09/04/12	390607 HAMPTON INN & SUITES	C
01	00367323	301.71	09/04/12	390607 HAMPTON INN & SUITES	C
01	00367324	267.00	09/04/12	390607 HAMPTON INN & SUITES	C
01	00367325	327.50	09/04/12	357871 JUAREZ, JESSICA	C
01	00367326	297.72	09/04/12	210994 LA QUINTA INN & SUITES	C
01	00367327	96.05	09/04/12	297593 LA QUINTA INN AND SUITES	C
01	00367328	117.00	09/04/12	402354 LEAL, SANTOS	C
01	00367329	66.22	09/04/12	375144 LUERA, ROBERT	C
01	00367330	207.00	09/04/12	272868 MEDINA, PATRICIA	C
01	00367331	129.00	09/04/12	186821 MONTEMAYOR, JUAN III	C
01	00367332	513.81	09/04/12	145769 PALACIOS, JAIME J. JUDGE	C
01	00367333	1,244.65	09/04/12	73687 PARTIDA, JUAN R. JUDGE	C
01	00367334	408.72	09/04/12	358088 PENA, ALEXANDRIA	C
01	00367335	400.67	09/04/12	203106 PEREZ, CARLOS	C
01	00367336	295.00	09/04/12	180351 PUBLIC AGENCY TRAINING COUNCIL, INC.	C
01	00367337	295.00	09/04/12	180351 PUBLIC AGENCY TRAINING COUNCIL, INC.	C
01	00367338	295.00	09/04/12	180351 PUBLIC AGENCY TRAINING COUNCIL, INC.	C
01	00367339	1,370.68	09/04/12	126152 RAMIREZ, MARIO E. JR. JUDGE	C
01	00367340	250.00	09/04/12	96385 TEXAS CENTER FOR THE JUDICIARY, INC.	C
01	00367341	250.00	09/04/12	96385 TEXAS CENTER FOR THE JUDICIARY, INC.	C
01	00367342	250.00	09/04/12	96385 TEXAS CENTER FOR THE JUDICIARY, INC.	C
01	00367343	207.00	09/04/12	310786 TREVINO, GUADALUPE	C
01	00367344	510.12	09/04/12	401536 WALTON HOUSTON GALLERIA HOTELS, L.P.	C
01	00367345	382.59	09/04/12	401536 WALTON HOUSTON GALLERIA HOTELS, L.P.	C
01	00367346	5,458.30	09/04/12	281735 COOK-JOYCE, INC.	C
01	00367347	886.02	09/04/12	332852 FERGUSON ENTERPRISES, INC #116	C
01	00367348	6,982.68	09/04/12	280046 L & G CONSULTING ENGINEERS, INC.	C
01	00367349	12,842.68	09/04/12	391204 MODERN TECHNOLOGY-MODERN ENVIRONMENT	C
01	00367350	26,914.50	09/04/12	328626 AT&T	C
01	00367351	199.64	09/04/12	6696 CITY OF PHARR	C
01	00367352	149.99	09/04/12	228389 DIRECTV	C
01	00367353	28,102.46	09/04/12	375985 EDINBURG REAL ESTATE NETWORK	C
01	00367354	7,380.52	09/04/12	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C

Bank	Check No	Amount	Date	Vendor		Type
01	00367355	4.58	09/04/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
Total Bank No 01		**1,246,528.73**				
02	00377558	289.32	09/04/12	357359	4IMPRINT, INC.	C
02	00377559	6,226.35	09/04/12	248878	A WORLD FOR CHILDREN	C
02	00377560	66.88	09/04/12	363588	AGUA SPECIAL UTILITY DISTRICT	C
02	00377561	23.41	09/04/12	54755	ARGUS SECURITY SYSTEMS	C
02	00377562	70.23	09/04/12	54755	ARGUS SECURITY SYSTEMS	C
02	00377563	49.28	09/04/12	54755	ARGUS SECURITY SYSTEMS	C
02	00377564	28.84	09/04/12	54755	ARGUS SECURITY SYSTEMS	C
02	00377565	23.04	09/04/12	54755	ARGUS SECURITY SYSTEMS	C
02	00377566	139.36	09/04/12	253626	ARREDONDO, ROGERIO JR.	C
02	00377567	31.30	09/04/12	328626	AT&T	C
02	00377568	31.05	09/04/12	328626	AT&T	C
02	00377569	45.53	09/04/12	328626	AT&T	C
02	00377570	31.23	09/04/12	328626	AT&T	C
02	00377571	29.18	09/04/12	328626	AT&T	C
02	00377572	533.50	09/04/12	328626	AT&T	C
02	00377573	87.54	09/04/12	328626	AT&T	C
02	00377574	62.76	09/04/12	328626	AT&T	C
02	00377575	223.70	09/04/12	90476	BOB BARKER COMPANY, INC.	C
02	00377576	450.72	09/04/12	90476	BOB BARKER COMPANY, INC.	C
02	00377577	8,560.00	09/04/12	235601	C. H. HARDEN JR. ENTERPRISES, INC.	C
02	00377578	293.23	09/04/12	224421	CAMPOS, LESLIE G.	C
02	00377579	195.00	09/04/12	117331	CAMPOS, REYNALDO	C
02	00377580	336.00	09/04/12	172219	CANO PRODUCE CO., INC.	C
02	00377581	31.08	09/04/12	270415	CANO, BLANCA E.	C
02	00377582	195.00	09/04/12	393355	CANTU, EDITH	C
02	00377583	34.00	09/04/12	119695	CARDONA, DIANA	C
02	00377584	246.00	09/04/12	119695	CARDONA, DIANA	C
02	00377585	254.26	09/04/12	295299	CASAS, ANA	C
02	00377586	6,960.80	09/04/12	153915	CDW GOVERNMENT INC.	C
02	00377587	373.60	09/04/12	343277	CITIBANK	C
02	00377588	79.32	09/04/12	161128	CITY OF ALAMO	C
02	00377589	76.73	09/04/12	161128	CITY OF ALAMO	C
02	00377590	55.47	09/04/12	6696	CITY OF PHARR	C
02	00377591	117.40	09/04/12	275204	CITY OF WESLACO	C
02	00377592	1,884.75	09/04/12	393363	COMDATA	C
02	00377593	1,429.06	09/04/12	393363	COMDATA	C
02	00377594	62,439.00	09/04/12	276359	CORNELL ABRAXAS	C
02	00377595	195.00	09/04/12	324205	CORTEZ, MANUEL	C
02	00377596	342.99	09/04/12	349895	COSSIO, RUBEN	C
02	00377597	195.00	09/04/12	297186	DE ANDA-GARZA, GENOVEVA	C
02	00377598	75.00	09/04/12	400572	DE LA LLANA, ALMA	C
02	00377599	184.26	09/04/12	375187	DELUNA, ALFONSO JR.	C
02	00377600	242.54	09/04/12	381365	ESPINOSA, RUBEN	C
02	00377601	195.00	09/04/12	226602	FARIAS, LINDOLFO JR.	C
02	00377602	75.00	09/04/12	221961	FELIX, SANDRA	C
02	00377603	58.89	09/04/12	350559	FLORES, EMILIA G	C
02	00377604	7.05	09/04/12	401455	FLORES, ERIKA	C
02	00377605	15.04	09/04/12	390836	FLORES, MARISOL	C
02	00377606	35.18	09/04/12	156582	FLORES, YVETTE	C
02	00377607	10.03	09/04/12	331058	FRANCO, MARIA L	C
02	00377608	25.00	09/04/12	231266	G & S AUTO GLASS	C
02	00377609	180.00	09/04/12	231266	G & S AUTO GLASS	C

Bank	Check No	Amount	Date	Vendor	Type
02	00377610	290.82	09/04/12	349887 GARCIA, ANGELICA	C
02	00377611	337.44	09/04/12	313157 GARCIA, NORMA A.	C
02	00377612	35.20	09/04/12	833 GARZA, ADELFA	C
02	00377613	464.75	09/04/12	338079 GARZA, DEISY	C
02	00377614	139.36	09/04/12	199141 GARZA, MARIO	C
02	00377615	71.85	09/04/12	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00377616	200.00	09/04/12	369225 GLORIA FLORES INTERPRETING SERVICES	C
02	00377617	2.62	09/04/12	203815 GOMEZ, JUANITA	C
02	00377618	195.00	09/04/12	398225 GOMEZ, SISLAI	C
02	00377619	195.00	09/04/12	399701 GONZALEZ, SANDRA M.	C
02	00377620	4,974.15	09/04/12	15253 GULF COAST PAPER CO.	C
02	00377621	14.86	09/04/12	235296 GUZMAN, BELEN	C
02	00377622	195.00	09/04/12	368407 HERNANDEZ, DIANALIZ	C
02	00377623	147.25	09/04/12	291374 HOME DEPOT CREDIT SERVICES	C
02	00377624	202.36	09/04/12	293091 HOME DEPOT CREDIT SERVICES	C
02	00377625	158.28	09/04/12	129763 OAK FARMS - SAN ANTONIO	C
02	00377626	14.50	09/04/12	179442 IVAN'S AUTOMOTIVE	C
02	00377627	255.00	09/04/12	187933 J.A. LOPEZ, M.D. & ASSOC.	C
02	00377628	1,875.00	09/04/12	267783 JAIME RODRIGUEZ, O.D.	C
02	00377629	45.00	09/04/12	259071 JOHNSON, KATHY	C
02	00377630	139.36	09/04/12	218286 LIZCANO, ROBERT	C
02	00377631	385.00	09/04/12	376922 LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C	C
02	00377632	50.26	09/04/12	143731 LONE STAR OVERNIGHT	C
02	00377633	246.00	09/04/12	26727 LONGORIA, NORMA	C
02	00377634	18.00	09/04/12	26727 LONGORIA, NORMA	C
02	00377635	195.00	09/04/12	207888 LOPEZ, FAUSTINO III	C
02	00377636	146.52	09/04/12	388637 LOZANO, JO ANN	C
02	00377637	139.36	09/04/12	181161 LUGO, ELOY	C
02	00377638	15,000.00	09/04/12	248339 LUTHERAN SOCIAL SERVICES OF SOUTH TEXAS	C
02	00377639	330.23	09/04/12	364185 MARTINEZ, HECTOR	C
02	00377640	75.00	09/04/12	268127 MARTINEZ, RUBEN S.	C
02	00377641	20.54	09/04/12	23825 MCALLEN PUBLIC UTILITY	C
02	00377642	63.40	09/04/12	182346 VERIZON BUSINESS	C
02	00377643	1,542.66	09/04/12	201995 MED-AID PHARMACY	C
02	00377644	246.00	09/04/12	314838 MILLER, MARGARITA	C
02	00377645	975.00	09/04/12	351547 NATIONAL WIC ASSOCIATION	C
02	00377646	78.65	09/04/12	210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S	C
02	00377647	14,239.75	09/04/12	212903 PEGASUS SCHOOLS, INC.	C
02	00377648	37.19	09/04/12	270423 PENA, MARIA L.	C
02	00377649	139.36	09/04/12	357847 PEREZ, VERONICA REYES	C
02	00377650	73.82	09/04/12	381608 PINA, OMAR	C
02	00377651	60.00	09/04/12	91987 PUEBLO TIRES & SERVICE	C
02	00377652	195.00	09/04/12	323535 RAMIREZ, NELDA VANESSA GUERRERO	C
02	00377653	559.36	09/04/12	277223 RELIANT, DEPT 0954	C
02	00377654	535.93	09/04/12	277223 RELIANT, DEPT 0954	C
02	00377655	214.34	09/04/12	233846 ROCHESTER ARMORED CAR CO.,INC.	C
02	00377656	139.36	09/04/12	234176 RODRIGUEZ, HECTOR	C
02	00377657	195.00	09/04/12	396915 RODRIGUEZ, MONICA LIZETTE	C
02	00377658	1,424.71	09/04/12	294004 SANOFI PASTEUR, INC	C
02	00377659	2,089.61	09/04/12	294004 SANOFI PASTEUR, INC	C
02	00377660	53,779.25	09/04/12	184241 SHORELINE, INC.	C
02	00377661	195.00	09/04/12	399388 SOLIS, PRISCILLA	C
02	00377662	1,632.63	09/04/12	319449 STAPLES BUSINESS ADVANTAGE	C
02	00377663	150.00	09/04/12	262366 STARR TELECOMMUNICATIONS, ETC.	C
02	00377664	8,117.72	09/04/12	114243 SYSCO INC.	C

Bank	Check No	Amount	Date	Vendor		Type
02	00377665	651.68	09/04/12	260363	T-MOBILE	C
02	00377666	1,035.51	09/04/12	191477	TEXAS MEAT PURVEYORS	C
02	00377667	195.00	09/04/12	206938	TORRES, JAIME	C
02	00377668	52.73	09/04/12	352837	TREJO, HERICA P.	C
02	00377669	41.63	09/04/12	253243	VALENCIA, JOSE RENE	C
02	00377670	559.55	09/04/12	39837	VALLEY BOTTLE WATER CO.	C
02	00377671	165.95	09/04/12	381616	VELA, JULIAN	C
02	00377672	75.00	09/04/12	158399	VENECIA, MARIA R.	C
02	00377673	123.13	09/04/12	251577	VERIZON SOUTHWEST	C
02	00377674	832.86	09/04/12	287024	VERIZON WIRELESS	C
02	00377675	783.98	09/04/12	40991	W. W. GRAINGER, INC.	C
02	00377676	287.61	09/04/12	254185	WALMART COMMUNITY/GEMB	C
02	00377677	953.45	09/04/12	401617	WESTIN BONAVENTURE HOTEL & SUITES	C
02	00377678	19.98	09/04/12	32131	ZAPATA, ROMEO	C
02	00377679	122.66	09/04/12	328308	ZAVALA, RICARDO	C
02	00377680	105.00	09/04/12	89885	ACTION HYDRAULIC HOSES, ETC.	C
02	00377681	13,500.00	09/04/12	262641	ACS	C
02	00377682	283.80	09/04/12	1864	AMIGO POWER EQUIPMENT	C
02	00377683	78.72	09/04/12	1864	AMIGO POWER EQUIPMENT	C
02	00377684	1,989.31	09/04/12	1961	ANDERSON EQUIPMENT CO INC	C
02	00377685	1,556.48	09/04/12	1961	ANDERSON EQUIPMENT CO INC	C
02	00377686	210.00	09/04/12	199362	ANRIGE, INC.	C
02	00377687	9,464.59	09/04/12	302465	ARGUINDEGUI OIL CO II LTD	C
02	00377688	6,224.04	09/04/12	302465	ARGUINDEGUI OIL CO II LTD	C
02	00377689	26,552.44	09/04/12	302465	ARGUINDEGUI OIL CO II LTD	C
02	00377690	339.15	09/04/12	328626	AT&T	C
02	00377691	200.00	09/04/12	260797	BEN'S 24HR TOWING	C
02	00377692	21.38	09/04/12	4081	BORDERLAND HARDWARE OF MERCEDES, INC.	C
02	00377693	91.17	09/04/12	4537	BURTON AUTO SUPPLY, INC	C
02	00377694	62.94	09/04/12	4537	BURTON AUTO SUPPLY, INC	C
02	00377695	305.86	09/04/12	4537	BURTON AUTO SUPPLY, INC.	C
02	00377696	957.96	09/04/12	4537	BURTON AUTO SUPPLY, INC.	C
02	00377697	2,300.00	09/04/12	401013	CAPETILLO, MARY NANCY, CSR, CRR	C
02	00377698	1,024.42	09/04/12	153915	CDW GOVERNMENT INC.	C
02	00377699	1,490.54	09/04/12	352667	CUSTOM PRODUCTS CORP	C
02	00377700	124.99	09/04/12	228389	DIRECTV	C
02	00377701	2,533.54	09/04/12	324493	DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00377702	235.00	09/04/12	110736	FLORES, ADELAIDO JR.	C
02	00377703	63.61	09/04/12	13129	FRENCH-ELLISON TRUCK CENTER	C
02	00377704	1,366.06	09/04/12	125717	FRONTERA MATERIALS, INC.	C
02	00377705	3,471.10	09/04/12	125717	FRONTERA MATERIALS, INC.	C
02	00377706	77.32	09/04/12	13161	FUEL INJECTION SERVICE INC.	C
02	00377707	24.25	09/04/12	321826	G & K SERVICE INC.	C
02	00377708	43.90	09/04/12	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00377709	390.04	09/04/12	187054	GENERAL BINDING CORPORATION	C
02	00377710	445.51	09/04/12	15253	GULF COAST PAPER CO.	C
02	00377711	782.00	09/04/12	15261	GULF DATA PRODUCTS	C
02	00377712	4,754.81	09/04/12	94366	HOLT TEXAS, LTD. DBA HOLT CAT	C
02	00377713	345.89	09/04/12	94366	HOLT TEXAS, LTD. DBA HOLT CAT	C
02	00377714	301.76	09/04/12	18244	JAMES PUBLISHING INC.	C
02	00377715	172.50	09/04/12	194867	JURIS PUBLISHING, INC.	C
02	00377716	356.00	09/04/12	341258	LAURA HINOJOSA	C
02	00377717	103.34	09/04/12	22438	MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00377718	1,700.00	09/04/12	401951	MATHIS, BERNADETTE HOFFER	C
02	00377719	34.25	09/04/12	224529	MCCOY'S BUILDING SUPPLY	C

Bank	Check No	Amount	Date	Vendor	Type
02	00377720	14.73	09/04/12	205826 MCCOY'S BUILDING SUPPLY	C
02	00377721	237.33	09/04/12	388467 MODEL LAUNDRY, LLC	C
02	00377722	196.42	09/04/12	388467 MODEL LAUNDRY, LLC	C
02	00377723	180.00	09/04/12	195545 NUECES POWER EQUIPMENT	C
02	00377724	61.48	09/04/12	195545 NUECES POWER EQUIPMENT	C
02	00377725	149.53	09/04/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00377726	1,906.82	09/04/12	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00377727	137.50	09/04/12	384127 OCE	C
02	00377728	56.55	09/04/12	27057 OFFICE COMMUNICATIONS SYSTEMS, INC.	C
02	00377729	1,400.00	09/04/12	379581 PAUL D. SHERIFF & ASSOCIATES, INC.	C
02	00377730	2,400.00	09/04/12	375241 PROPERTYINFO GOVERNMENT SERVICES	C
02	00377731	40.00	09/04/12	315486 RADIADORES DEL VALLE	C
02	00377732	67.44	09/04/12	277223 RELIANT, DEPT 0954	C
02	00377733	2,250.00	09/04/12	398047 RGV TOWERS, LLC	C
02	00377734	25.32	09/04/12	311332 RIO GRANDE CONCRETE ACCESSORIES & SUPPLI	C
02	00377735	3,641.06	09/04/12	283797 ROMCO EQUIPMENT CO.	C
02	00377736	3,626.21	09/04/12	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00377737	247.31	09/04/12	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00377738	147.64	09/04/12	93963 SAFETY-KLEEN SYSTEMS, INC.	C
02	00377739	300.00	09/04/12	258776 SALINAS, MICHAEL R. ATTY AT LAW	C
02	00377740	64.00	09/04/12	399981 SANCHEZ, ROBERT	C
02	00377741	366.79	09/04/12	33766 SEA GARDEN SALES	C
02	00377742	36.30	09/04/12	33871 SEIVER IMPLEMENT CO. INC.	C
02	00377743	195.06	09/04/12	382639 SERVICEWEAR APPAREL INC	C
02	00377744	1,494.46	09/04/12	319449 STAPLES ADVANTAGE	C
02	00377745	334.92	09/04/12	319449 STAPLES ADVANTAGE	C
02	00377746	356.33	09/04/12	319449 STAPLES ADVANTAGE	C
02	00377747	15,701.70	09/04/12	133655 SUPERIOR ALARMS	C
02	00377748	120.00	09/04/12	133655 SUPERIOR ALARMS	C
02	00377749	389.32	09/04/12	336319 SUPERIOR OIL EXPRESS	C
02	00377750	470.00	09/04/12	166448 TEXAS CORRECTIONAL INDUSTRIES	C
02	00377751	196.01	09/04/12	231924 TIME WARNER CABLE	C
02	00377752	1,888.68	09/04/12	302007 TIRE CENTERS, LLC	C
02	00377753	11,330.28	09/04/12	302007 TIRE CENTERS, LLC	C
02	00377754	486.18	09/04/12	38873 TRUCKERS EQUIPMENT INC.	C
02	00377755	46.60	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
02	00377756	22.05	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
02	00377757	42.00	09/04/12	39837 VALLEY BOTTLE WATER CO.	C
02	00377758	568.00	09/04/12	206571 VERMEER EQUIPMENT OF TEXAS, INC.	C
02	00377759	62.00	09/04/12	402249 VERMILION COUNTY SHERIFF'S DEPARTMENT	C
02	00377760	250.00	09/04/12	220833 WINDSHIELDS XPRESS	C
02	00377761	895.39	09/04/12	42129 XEROX CORPORATION	C
02	00377762	97.75	09/04/12	343277 CITIBANK	C
02	00377763	255.00	09/04/12	262277 MADRIGAL, BELINDA	C
02	00377764	500.00	09/04/12	230138 NALEO EDUCATIONAL FUND	C
02	00377765	1,785.00	09/04/12	194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN	C
02	00377766	135.00	09/04/12	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
02	00377767	437.00	09/04/12	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
02	00377768	32.00	09/04/12	272566 HIDALGO COUNTY CLERK'S OFFICE	C
02	00377769	3,344.00	09/04/12	73806 MAGIC VALLEY CONCRETE, LTD	C
02	00377770	4,856.00	09/04/12	284009 MILLENNIUM ENGINEERS GROUP, INC.	C
02	00377771	6,000.00	09/04/12	234443 R. GUTIERREZ ENGINEERING CORPORATION	C
02	00377772	9,571.29	09/04/12	328626 AT&T	C
02	00377773	58.47	09/04/12	6696 CITY OF PHARR	C
02	02212.96	2,212.96	09/04/12	319449 STAPLES BUSINESS ADVANTAGE	MV

Bank	Check No	Amount	Date	Vendor	Type
Total Bank No 02		**376,539.66**			
04	00014471	71,738.17	09/04/12	303313 ASAGO, LLC DBA ASAGO CONSTRUCTION	C
04	00014472	962.00	09/04/12	284009 MILLENNIUM ENGINEERS GROUP, INC.	C
04	00014473	900.00	09/04/12	381004 HLH APPRAISAL SERVICES	C
04	00014474	9,673.36	09/04/12	312797 L & G ENGINEERING LABORATORY, LLC	C
04	00014475	2,717.85	09/04/12	256951 MARTIN MARIETTA MATERIALS	C
04	00014476	278.82	09/04/12	256951 MARTIN MARIETTA MATERIALS	C
04	00014477	199.50	09/04/12	23493 MATT'S CASH & CARRY	C
04	00014478	21,729.05	09/04/12	388459 PRODIGY CONSTRUCTION MANAGEMENT, LLC	C
04	00014479	163,883.00	09/04/12	253987 S & B INFRASTRUCTURE, LTD	C
04	00014480	26,201.13	09/04/12	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014481	28,822.13	09/04/12	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00014482	23,105.90	09/04/12	227889 TEDSI INFRASTRUCTURE GROUP	C
04	00014483	5,888.66	09/04/12	264849 UNIVERSAL TRUCKERS INC.	C
04	00014484	4,651.19	09/04/12	363308 VALLEY LAND TITLE COMPANY LTD	C
04	00014485	2,599.19	09/04/12	363308 VALLEY LAND TITLE COMPANY LTD	C
04	00014486	6,087.19	09/04/12	363308 VALLEY LAND TITLE COMPANY LTD	C
Total Bank No 04		**369,437.14**			
05	00022086	32.18	08/31/12	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00022087	950.00	08/31/12	7498 COUNTY & MUNICIPAL CREDIT UNION	C
05	00022088	45.00	08/31/12	157228 HIDALGO CO. UNITED WAY	C
05	00022089	378.00	09/04/12	368865 FLOREZ, FIDEL	C
05	00022090	470.00	09/04/12	233706 GARCES, CHRISTOBAL JR.	C
05	00022091	545.81	09/04/12	376663 METROPOLITAN LIFE INSURANCE COMPANY	C
05	00022092	265.14	09/04/12	390356 PRUITT-ORR, SHELIA ANN	C
05	00022093	132.70	09/04/12	376736 SAFEGUARD HEALTH PLANS, INC.	C
Total Bank No 05		**2,818.83**			
07	00005658	1,081.60	09/04/12	393363 COMDATA	C
07	00005659	14,250.00	09/04/12	289493 TRISTAR RISK MANAGEMENT	C
07	00005660	75.15	09/04/12	328626 AT&T	C
Total Bank No 07		**15,406.75**			
15	00027536	1,038.01	09/04/12	229555 ALCOCER GARCIA ASSOCIATES, INC.	C
15	00027537	3,017.68	09/04/12	53384 AMERICAN RED CROSS	C
15	00027538	6,077.26	09/04/12	375446 CATHOLIC CHARITIES OF THE RGV	C
15	00027539	225.28	09/04/12	6637 CITY OF MISSION	C
15	00027540	2,219.11	09/04/12	270563 CPL RETAIL ENERGY, LP	C
15	00027541	13,929.08	09/04/12	379328 DEL SOL HOMES	C
15	00027542	20,504.00	09/04/12	363286 GARZA, RENE D/B/A G & G CONTRACTORS	C
15	00027543	61,378.04	09/04/12	344834 HIDALGO COUNTY TREASURER	C
15	00027544	49,860.00	09/04/12	274992 JIMMY CLOSNER & SONS CONSTRUCTION CO.	C
15	00027545	545.88	09/04/12	172472 RABA KISTNER, INC.	C
15	00027546	6,385.38	09/04/12	169498 URBAN COUNTY PROGRAM	C
15	00027547	47.74	09/04/12	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
15	00027548	9,031.30	09/04/12	41998 WOMEN TOGETHER FOUNDATION INC.	C
Total Bank No 15		**174,258.76**			

Bank	Check No	Amount	Date	Vendor	Type
				Total Hand Checks (Including Hand Voids)	2,212.96
				Total Computer Checks (Including Computer Voids)	2,184,989.87
				Total ACH Checks (Including Voids)	.00
				Total Computer Voids	.00
				Total Hand Voids	2,212.96
				Total ACH Voids	.00
				Grand Total:	**2,184,989.87**

Batch Yr	Batch No	Amount
2	**9398**	**20,015.19**
2	**9436**	**187,209.67**
2	**9476**	**349,804.61**
2	**9478**	**110,215.39**
2	**9483**	**11,085.00**
2	**9484**	**16,375.00**
2	**9485**	**10,735.00**
2	**9486**	**6,635.00**
2	**9487**	**18,062.50**
2	**9488**	**29,502.50**
2	**9489**	**29,998.10**
2	**9490**	**337,710.65**
2	**9492**	**51,204.07**
2	**9493**	**40,375.71**
2	**9497**	**57,202.15**
2	**9498**	**352,568.46**
2	**9499**	**64,492.57**
2	**9506**	**11,408.10**
2	**9508**	**47,211.34**
2	**9518**	**995.00**
2	**9520**	**30,813.88**
2	**9522**	**56,810.70**
2	**9523**	**12,983.39**
2	**9525**	**4,383.40**
2	**9528**	**32.18**
2	**9532**	**72,700.17**
2	**9533**	**7,744.78**
2	**9540**	**174,258.76**
2	**9558**	**72,456.60**

AI-33726 **2012 Intradept.(line item) Transfers 2. A.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2012 - WIC (1292)

BACKGROUND

L/T

2.1292.441.00.350.001.2.xxx

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-30-12

Attachments

L/T WIC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 04:24 PM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:15 PM
Purchasing Department	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Margarita Gonzalez Started On: 08/14/2012 05:07 PM

Final Approval Date: 08/31/2012

DATE:	08/21/12
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	2.1292.441.00.350.001.2. WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
2.1292.441.00.350.001.2	604 Medical Supplies	→	2.1292.441.00.350.001.2	601 Office Supplies	10,000.00
2.1292.441.00.350.001.2	604 Medical Supplies	→	2.1292.441.00.350.001.2	603 Nutrition Educations Supplies	10,000.00
				Total:	20,000.00

REASON: To encumber cost for services that are needed.

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BUDGET INTRADEPARTMENTAL

DATE: 08/30/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: COURT REPORTER

ACCOUNT NUMBER: 2-1239-412-00-115-043-0-XXX

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
339	OTHER PROF. SERVICES	831	COURT COSTS & INV.	100,000.00
			TOTAL	100,000.00

REASON: Transfer is needed to pay court reporters

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33990 **2. C.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2012 - District Attorney (1100)

BACKGROUND

Monies will be used to purchase equipment for the morgue.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-080-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/31/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 04:46 PM
Ana Galvan	Ana Galvan	08/31/2012 10:06 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Roy Cazares Started On: 08/30/2012 04:36 PM

Final Approval Date: 08/31/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: **September 4, 2012**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **2-1100-421-00-080-003-0 Autopsies**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: Roy Cazares PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
344	Autopsy Services	→	748	Other Equipment	$ 3,319.03
344	Autopsy Services	→	664	Other Minor Equipment	$ 4,394.80
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 7,713.83**

REASON:

Monies will be used to purchase equipment for morgue.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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INTRA-DEPARTMENTAL TRANSFER

DATE: September 4, 2012
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 2-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
747	Software	→	667	Minor Software	$ 369.00
747	Software	→	346	Hauling & Freight Services	$ 195.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 564.00**

REASON:
Monies will be used to purchase software and pay for some towing on a vehicle seized by DPS.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-33861 **2. E.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2012 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-30-12

Attachments

33861

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 03:29 PM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:33 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Rosie Luna Started On: 08/22/2012 03:05 PM

Final Approval Date: 08/31/2012

DATE: August 22, 2012

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 2-1100-419-50-125-003-0-XXX

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

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
603	Educational/Instructional Supplies	529	Surety & Notary Bonds	$ 200.00
			TOTAL	**$ 200.00**

REASON: **Transfer is being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-33971 **2. F.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2012 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-30-12

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 09:51 AM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:51 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Nielda Cavazos Started On: 08/30/2012 09:44 AM

Final Approval Date: 08/31/2012

DATE: **August 31, 2012**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **2-1100-415-18-160-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
743	office furniture	661	minor office furniture and equipment	**$5,200.00**
743	office furniture	**619**	other miscellaneous supplies	**$250.00**
743	office furniture	**584**	registration fees	**$114.00**
			TOTAL	**$5,564.00**

REASON: **need to purchase filling cabinets for storing bid projects /contracts**
need to pay outstanding invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-33867 **2. G.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Juan Martinez Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2012 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/30/2012.

Attachments

LIT.9-04-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 04:13 PM
Ana Galvan	Ana Galvan	08/30/2012 11:16 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Yolanda Orozco Started On: 08/22/2012 03:53 PM

Final Approval Date: 08/31/2012

DATE: September 4, 2012

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: **2-1100-422-10-300-001-0-XXX**

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1100-422-10-300-001-0-442	Equip & Vehicle Rent		2-1100-422-10-300-001-0-604	Medical & Laboratory	$210.00
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
					$210.00

REASON: Transferring money to purchase Medical Trauma Kits.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33834 **2. H.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2012 - Planning Dept (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/24/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 08:00 AM
Ana Galvan	Ana Galvan	08/24/2012 11:18 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Irma Castillo Started On: 08/21/2012 04:50 PM

Final Approval Date: 08/31/2012

AI-33834

Raul E. Sesin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: August 21, 2012

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 2-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2-1100-419-10-210-001-0-601	Office & Comp Supplies	→	2-1100-419-10-210-001-0-672	Equip&Veh R & M Supplies	$49.07
2-1100-419-10-210-001-0-601	Office & Comp Supplies	→	2-1100-419-10-210-001-0-432	Equip&Veh R & M Srvs.	$50.92
2-1100-419-10-210-001-0-442	Equip&Vehicle Rentals	→	2-1100-419-10-210-001-0-672	Equip&Veh R & M Supplies	$12.00
2-1100-419-10-210-001-0-631	Bottled Water	→	2-1100-419-10-210-001-0-672	Equip&Veh R & M Supplies	$38.25
2-1100-419-10-210-001-0-535	Postage	→	2-1100-419-10-210-001-0-672	Equip&Veh R & M Supplies	$111.70
					$261.94

Reason: Need to purchase three batteries for County Planning Vehicles Unit 82, Unit 88 & Unit 89.
Also need to have a wheel Balance and Alignment done on Unit 90.

8-22-12
Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT090412

AI-33818 **2. I.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: NORMA G. GARCIA Submitted By: Jose Munoz, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2012 - Treasurer's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-16-450-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-30-12

Attachments

LINEiTEM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 10:55 AM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:27 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Jose Munoz Started On: 08/21/2012 10:43 AM

Final Approval Date: 08/31/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 08-21-2012

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 2-1100-415-16-150-001-0-XXX

CONTACT PERSON: JOSE MUNOZ

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	601	Supplies	2,117.25
890	Other	583	Travel - Out of County	500.00
			TOTAL	2,617.25

REASON: To appropriate funds to cover costs for Travel & supplies.

Norma G. Garcia

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33829 **2. J.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Yvonne Ramon Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1100)

BACKGROUND

2012-LIT

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/30/2012.

Attachments

2012 Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 03:53 PM
Ana Galvan	Ana Galvan	08/30/2012 10:31 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Melanie Esparaza Started On: 08/21/2012 03:36 PM

Final Approval Date: 08/31/2012

DATE: August 21, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1100-414-00-130-001-0-XXX

2012
Transfer

AI- 33829

Contact Person: Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

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
601	Elections Dept-Office & Computer Suppl	619	Elections Dept-Other Misc Supplies	$691.27
601	Elections Dept-Office & Computer Suppl	439	Elections Dept-Other R&M Srv	$794.63
			TOTAL	$1,485.90

REASON:

Transfer needed to pay for Insight; security cameras at the new warehouse.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33792 **2. K.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Yvonne Ramon Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/30/2012.

Attachments

2012 Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 02:04 PM
Ana Galvan	Ana Galvan	08/30/2012 10:15 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Melanie Esparaza Started On: 08/17/2012 01:19 PM

Final Approval Date: 08/31/2012

DATE: August 17, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1100-414-00-130-001-0-XXX

2012
Transfer

AI- 33792

Contact Person: Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

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
601	Elections Dept-Office & Computer Suppl	532	Elections Dept-Wireless Devices	$2,000.00
			TOTAL	$2,000.00

REASON:
Transfer needed to pay Verizon Wireless bills.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33852 **2. L.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Yvonne Ramon Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2012 - Elections Department (1100)

BACKGROUND

2012-LIT

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/30/2012.

Attachments

2012 Elections LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 11:41 AM
Ana Galvan	Ana Galvan	08/30/2012 11:09 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Melanie Esparaza Started On: 08/22/2012 11:26 AM

Final Approval Date: 08/31/2012

DATE: August 22, 2012

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 2-1100-414-00-130-001-0-XXX

2012
Transfer

AI- 33852

Contact Person: Melanie Esparza **Ph#:** (956) 318-2570 Ext. 5707

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
601	Elections Dept-Office & Computer Suppl	441	Elections Dept-Land & Bldg Rentals	$300.00
			TOTAL	$300.00

REASON:

Transfer needed to pay for a building rental used for a polling location.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33849 **2. M.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Captain Rodolfo Espinoza Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's L.E.O.S.E. (1220)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1220-421-00-280-004-0-XXX

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

BUDGETARY IMPACT:

Funds available in Object Code 584 - $158.07 as of 08/22/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/22/2012 03:50 PM
Budget & Management	Merlen P. Munoz	08/29/2012 09:54 AM
Ana Galvan	Ana Galvan	08/30/2012 11:07 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Rosie Hinojosa Started On: 08/22/2012 10:09 AM

Final Approval Date: 08/31/2012

DATE: 8/22/2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's L.E.O.S.E.

ACCOUNT NUMBER: 2-1220-421-00-280-004-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1220-421-00-280-004-0-584	Registration Fees	➔	2-1220-421-00-280-004-0-583	Out of County Employee Travel	158.07
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
T O T A L					**$158.07**

T O T A L **To increase line item for anticipated expenses.**

_____

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-33947 **2012 Intradept.(line item) Transfers 2. N.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Monies are available as of 08/29/12.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/29/2012 04:02 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:42 AM
Ana Galvan	Ana Galvan	08/31/2012 09:38 AM
Purchasing Department	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Emilia Uriegas Started On: 08/29/2012 03:42 PM

Final Approval Date: 08/31/2012

DATE: August 29, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff

ACCOUNT NUMBER: 2-1100-421-00-280-001-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-421-00-280-001-0-747	Software	➔	2-1100-421-00-280-001-0-431	Bldgs. & Other Structures R & M Services	840.00
2-1100-421-00-280-001-0-747	Software	➔	2-1100-421-00-280-001-0-534	Internet Services	2,464.00
		➔			
		➔			
		➔			
		➔			
					$3,304.00

REASON: To provide funding for internet access at the Sheriff's Sub-station in Precinct 1. (Fiber optic installation for two (2) ports.)

_____
DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

Date: August 20, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-003-0 CLINICS
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
2-1100-441-00-340-003-0-336	HEALTH CLINICS-COMPUTE	2-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & C	$ 605.03
2-1100-441-00-340-003-0-640	HEALTH CLINICS-REFEREN	2-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & C	$ 1,359.00
2-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL	2-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & C	$ 354.00
2-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & V	2-1100-441-00-340-003-0-609	HEALTH CLINICS-AGRICULTU	$ 4,140.00
2-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL	2-1100-441-00-340-003-0-609	HEALTH CLINICS-AGRICULTU	$ 714.00
			Amount	$ 7,172.03

Revenue Account
Amount Requested: $ 7,172.03

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-33832 **2. P.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/21/2012 04:45 PM
Veronica Ortiz	Veronica Ortiz	08/30/2012 04:31 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Mike Escaname Started On: 08/21/2012 04:33 PM

Final Approval Date: 08/31/2012

Date: August 21, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-
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
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	2-1293-441-00-340-005-0-583	H.D. ADM-TRAVEL OUT OF COUN	$ 3,000.00
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	2-1293-441-00-340-005-0-584	H.D. ADM-REGISTRATION FEES	$ 1,000.00
2-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SRV	2-1293-441-00-340-005-0-603	H.D. ADM-EDUCATIONAL/INSTRU	$ 375.00
			Amount	$ 4,375.00

Revenue Account
Amount Requested: $ 4,375.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

INTRADEPARTMENTAL TRANSFER

DATE: August 22, 2012

DEPARTMENT HEAD: JUDGE BOBBY FLORES

DEPARTMENT NAME: 139TH DISTRICT COURT

ACCOUNT NUMBER: 2-1100-412-00-003-001-0-XXX

CONTACT PERSON: PETE LOBATO

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		**TO**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
890	OTHER	583	TRAVEL OUT OF COUNTY	2,894.09
890	OTHER	810	DUES & MEMBERSHIPS	400.00
			TOTAL	**3,294.09**

REASON: Transfer is needed for travel and membership dues.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: **August 20, 2012**

DEPARTMENT HEAD: **Charlie Espinoza**

DEPARTMENT NAME: Justice of the Peace Pct. 4, Pl. 1

ACCOUNT NUMBER: **2-1100-412-00-067-001-0**

CONTACT PERSON: Aleida S. Lopez PHONE: **956-380-4473 Ext. 4103**

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
581	Travel in county	584	Registration	116.00
			TOTAL	$ 116.00

REASON: operation of JP court

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: **August 1, 2012**

DEPARTMENT HEAD: **E. Jackson**

DEPARTMENT NAME: **Hidalgo County Justice of the Peace Pct. 5**

ACCOUNT NUMBER: **2-1100-412-00-069-001-0-XXX**

SUBJECT: **Intradepartmental 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 intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
631	Bottled Water	442	Equip & Vehicle Rentals	100.00
584	Registration Fees	442	Equip & Vehicle Rentals	60.00
535	Postage	601	Office & Computer Supplies	35.00
550	Printing & Binding	601	Office & Computer Supplies	19.00
584	Registration Fees	601	Office & Computer Supplies	290.00
810	Dues & Membership dues	601	Office & Computer Supplies	15.00
855	Late Fees, Penalties	601	Office & Computer Supplies	25.00
			Total	**544.00**

REASON: **Need to transfer money to pay for postal service & office supplies**

ESPIRIDION JACKSON

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 31, 2012 **MEETING REQUEST DATE:** September 4, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 PARKS JE-

ACCOUNT NUMBER: 2-1100-452-00-121-013-0-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
2	1100	452	00	121	013	0	748	OTHER EQUIPMENT	2	1100	452	00	121	013	0	672	REPAIR AND MAINTENAI	1,022.90
																		1,022.90

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 29, 2012

2012
Transfer

AI-33955

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2 R&B

ACCOUNT NUMBER: 2-1200-431-00-122-006-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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	PCT2 RD MAINT-OTHER	432	PCT2 RD MAINT-EQUIP & VEH R&M SRV	$3,000.00

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 22, 2012

2012
Transfer

AI-33875

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
C.O.'s, Series 2004

ACCOUNT NUMBER: 2-1336-431-00-122-030-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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
741	VEHICLES	742	HEAVY EQUIPMENT	$500.00
			TOTAL	**$500.00**

REASON:
Transfer needed to cover projected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

Error generating Agenda Item PDF. Error Executing Database Query.

INTRADEPARTMENTAL TRANSFER

DATE: August 16, 2012

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1100-432-00-123-001-0-XXX - Sanitation

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
442	Equipment & Vehicle Rentals	604	Medical & Lab Supplies

TOTAL

REASON: Transfer is needed for expected expenses.

DEPARTMENT HEAD SIGNATURE

CC D

APPROVED COMMISSIONERS' COURT

ATTEST COU

INTRADEPARTMENTAL TRANSFER

ıt Code,

AMOUNT	
$	150.00
$	150.00

)ATE

JNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: **September 4, 2012**

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Budget & Management for Pct. #3 Rd. Maint (1200)**

ACCOUNT NUMBER: **2-1200-431-00-123-005-0-XXX**

SUBJECT: **Intra Department Transfer**

AI - 34018

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**
890	Other	**672**	Equip & Veh R&M Supplies	**15,000.00**
			TOTAL	**15,000.00**

REASON: **Transfer to fund the purchase of tires and parts to continue daily operations.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: September 4, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2012

Interdepartmental Transfer

DEPARTMENT NAME: DBM for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 2-1342-431-00-121-0XX-0-731

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

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:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(4,355.23)
TO:			
2-1342-431-00-121-099-0- 731	CO 2010 A & B-Pct. 1 Valdez (Armando-Ditch)	Roads	4,355.23
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund PO increase for PO 678345 for Frontera Materials in relation to road materials expenditures for Valdez (Armando-Ditch).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 20, 2012

2012
TRANSFER
AI-33810

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
C.O.'s 2010 A&B

ACCOUNT NUMBER: 2-1342-431-00-122-XXX-0-XXX

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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

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		
2-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ (OWASSA-SIOUX)-ROADS	($290,537.17)
TO		
2-1342-431-00-122-053-0-739	CO2010A&B-PCT2 COMPOUND-OTHER STRUCTURES	$290,537.17
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 CHAVEZ (OWASSA-SIOUX) into PCT 2 COMPOUND for projected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 30, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2 R&B

ACCOUNT NUMBER: 2-1200-431-00-122-XXX-0-XXX

2012
TRANSFER
AI-33977

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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

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		
2-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($9,963.45)
TO		
2-1200-431-00-122-005-0-432	PCT2 ADM-EQUIP & VEH R&M SRV	$1,999.20
2-1200-431-00-122-005-0-745	PCT2 ADM-COMPUTER EQUIPMENT	$7,964.25
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT 2 RD. MAINT into PCT.2 ADMIN to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 22, 2012

2012
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2 R&B

AI-33876

ACCOUNT NUMBER: 2-1200-431-00-122-XXX-0-XXX

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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

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		
2-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	(180,441.00)
TO		
2-1200-431-00-122-061-0-731	PCT2 LAS MILPAS RD (10TH ST-JACKSON)	180,441.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from PCT 2 RD. MAINT. into LAS MILPAS RD (10TH ST-JACKSON) PROJECT for projected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 22, 2012

2012
TRANSFER
AI-33877

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
C.O.'s Series 2004

ACCOUNT NUMBER: 2-1336-XXX-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: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

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		
2-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	($8,510.27)
2-1336-412-00-122-043-0-739	CO,2006-PCT2-JP/CONSTABLES-OTHER STRUCTU	($32,583.19)
TO		
2-1336-431-00-122-030-0-742	CO,2006-PCT2 HEAVY EQUIPMENT	$41,093.46
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT 2 JP/CONSTABLES into PCT.2 VEHICLES for projected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 31, 2012

2012
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI- 33929

ACCOUNT NUMBER: 2-1100-4XX-00-124-0XX-0-XXX

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

Contact: Veronica Lopez
Ph#: 956-383-3112 Ext. 4019

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:		
2-1100-452-00-124-009-0-741	**PCT4 Parks- Vehicle**	**($4,875.00)**
To:		
2-1100-466-00-124-077-0-739	**PCT4 CRC- Other Structures**	**$4,875.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer needed to cover CRC sprinkler system.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

Error generating Agenda Item PDF. Error Executing Database Query.

INTERDEPARTMENTAL TRANSFER AI-33986

DATE: August 30, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CO 2010 A&B

ACCOUNT NUMBER: 2-1342-419-40-220-04X-0-720

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME
FROM:	
2-1342-419-40-220-044-0-720	CO 2012 A & B-Mediplex - Buildings
TO:	
2-1342-419-40-220-048-0-720	CO 2012 A & B-Courts Modular-Buildings
	Total Budget (Increase/Decrease)

REASON: Additional funding for 3rd building and associated engineering costs.

Department Head Signature D

Approved Commissioners' Court Attest Co

INTERDEPARTMENTAL TRANSFER **AI-33986**

ıccordance with Locı

AMOUNT
(42,604.00)
$ 42,604.00
0.00

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Error generating Agenda Item PDF. Error Executing Database Query.

DATE: August 27, 2012

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Pct. 2 TXDOT

2012
Interfund Transfer
AI-33897

ACCOUNT NUMBER: **2-XXXX-431-00-122-XXX-0-XXX**

CONTACT PERSON: Katia Garcia **PHONE:** (956) 787-1891 ext. 2027

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-122-006-0-	890	PCT. 2 Rd. Maintenance -	OTHER	(300,000.00)
2-1200-491-01-122-315-0-	**891**	**Transfers Out-**	**TXDOT Projects**	**300,000.00**

2-1315-391-01-122-200-0-	**000**	**Transfers In-**	**R & B Pct. 2**	**300,000.00**
2-1315-431-00-122-081-0-	711	TXDOT-NOLANA LOOP	ROW	300,000.00

TOTAL BUDGET INCREASE (DECREASE) **300,000.00**

REASON: Interfund transfer from R & B (1200) to TXDOT-Nolana Loop Project (1315) to fund anticipated ROW expenditures.

DEPARTMENT HEAD SIGNATURE

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

Error generating Agenda Item PDF. Error Executing Database Query.

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JESUS TORRES	1-1860
	COMM. COURT: SEPTEMBER 4, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct ① 2 3 4

Application No: 1-1860

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Jesus & Miriam Torres

Address: 2719 Mile 10 N. Rd. Donna, TX 78537

Phone: (956) 784-9093 / 460-1592

Water Supplier: North Alamo Water Supply

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Texas Valley Est #6 lot #5,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-10-97);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Peña);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____

Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-1860

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jesus Torres

Address: 2719 Mile 10 N Rd.
Donna, TX 78537

Phone: (956) 460-7592

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Texas Valley Est # 6 lot # 5

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Jesus Torres — Requesting Party (Signature)

8/29/12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/29/12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-1860
Nov. 10, 2004

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

T2662-06-000-0005-00

[1] OWNER: TORRES, JESUS & MIRIAM

PO BOX 1868
WESLACO, TX 78599-1868
Telephone No. 464-5694

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[5] SIZE OF STRUCTURE: 3,000 Sq. Ft.

[6] USE OF BUILDING: RES. NEW HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS VALLEY ESTATES #6 LOT 5

LOCATION: 0 MI 10 BTWN 493 & VIC

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
FT. 25' REAR 20' SIDE 6' NO LIGHT OR WATER THIS WILL BE A RECONNECTION. SETBACKS ARE TO BE IN COMPLAINCE

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 1

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

1082955

CORRECTION WARRANTY DEED WITH VENDOR'S LIEN

Conforms to State Bar of Texas Form

Date: **January 22, 2001**

Grantor: **GANDY-HAGER PROPERTIES, a Texas General Partnership**

Grantor's Mailing Address (including county): **P.O. Box 506**
Donna, Texas 78537
Hidalgo County, Texas

Grantee: **JESUS TORRES and wife, MIRIAM TORRES**

Grantee's Mailing Address (including county): **P.O. Box 1868**
Weslaco, Texas 78599-1868
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Fourteen Thousand Six Hundred and 00/100 Dollars ($14,600.00) and is executed by Grantee, payable to the order of GANDY-HAGER PROPERTIES. The note is secured by a vendor's lien retained in favor of GANDY-HAGER PROPERTIES in this deed and by a deed of trust of even date from Grantee to REBECCA GAY JONES, Trustee.

Property (including any improvements):

Lot 5, TEXAS VALLEY ESTATES, Unit No. 6, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 33, Page 1, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. **An undivided 1/16th interest in all oil, gas and other minerals on, in, under or that may be produced from the subject property set forth in instrument dated July 26, 1924, recorded in Volume 175, Page 339, Deed Records, Hidalgo County, Texas.**

2. **Easement for right of way granted to Carthage Hydrocol, Inc., as set forth in instrument recorded in Volume 66, Page 100, Deed Records, Hidalgo County, Texas.**

3. **Easement for right of way granted to La Gloria Corporation, as set forth in instrument recorded in Volume 773, Page 113, Deed Records, Hidalgo County, Texas.**

4. **Easement for right of way granted to Hidalgo County, as set forth in instrument recorded in Volume 1206, Page 498, Deed Records, Hidalgo County, Texas.**

5. **Easement for right of way granted to Carthage Hydrocol, Inc. as set forth in instrument recorded in Volume 658, Page 399, Deed Records, Hidalgo County, Texas.**

6. **Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.**

7. **Easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.**

8. **Easements and reservations as may appear upon the recorded map and dedication of said subdivision.**

9. **Easements, or claims of easements, which are not recorded in the public records.**

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

GANDY-HAGER PROPERTIES, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and the superior title to the property are retained for the benefit of GANDY-HAGER PROPERITES and are transferred to GANDY-HAGER PROPERTIES without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

This Correction Warranty Deed With Vendor's Lien is made in place of and to correct a Warranty Deed from GANDY-HAGER PROPERTIES as Grantor to JESUS TORRES and wife, MIRIAM TORRES dated January 22, 2001, and recorded in Document No. 942174 of the Official Records of Hidalgo County, Texas. The Warranty Deed should have been a Warranty Deed With Vendor's Lien. This correction deed is made by Grantor and accepted by Grantee to correct that mistake, is effective January 22, 2001, and in all other respects confirms the former deed.

GANDY-HAGER PROPERTIES, a Texas General Partnership

BY: _____
DARRELL JOE GANDY
Managing Agent

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13th day of April, 2001, by DARRELL JOE GANDY, Managing Agent of GANDY-HAGER PROPERTIES, a Texas General Partnership, on behalf of GANDY-HAGER PROPERTIES, a Texas General Partnership.

_____
Notary Public, State of Texas

This Correction Warranty Deed With Vendor's Lien APPROVED and ACCEPTED this the 13th day April, 2001.

_____
JESUS TORRES

_____
MIRIAM TORRES

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13th day of April, 2001, by JESUS TORRES.

Sonia Carreon
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13th day of April, 2001, by MIRIAM TORRES.

Sonia Carreon
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Anita G. Lozano
Jones, Galligan, Key & Lozano, L.L.P.
P. O. Drawer 1247
Weslaco, Texas 78599-1247

PREPARED BY:

Anita G. Lozano
Jones, Galligan, Key & Lozano, L.L.P.
P. O. Drawer 1247
Weslaco, Texas 78599-1247

File/GF Number 17158

Filed For Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Nov 06,2001 at 03:21p

As a Recording

Document Number: 1022955
Total Fees 20.00

Receipt Number - 381432
By,
Marylou Cantu, Deputy

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	DIANA SALINAS	1-9296
	COMM. COURT: SEPT 4, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct ① 2 3 4

Application No: 1-9296

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Diana Salinas

Address: PO Box 2266

Elsa, TX 78543

Phone: 956 373 1798

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Water Supplier: NAWSC

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

West & Adams Tract lot# 12 BLK# 149

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-9296

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Diana Salinas ,

Known to me [*or* proved to me in the oath of TXDL# 14158372 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

West & Adams lot# 12 BLK# 149 ."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Diana Sal (Signature)

SUBSCRIBED AND SWORN TO before me on August 28, 2012, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9296
Aug. 28, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

W2500-00-149-0012-95

[1] OWNER: SALINAS, DIANA

PO BOX 2266
ELSA, TX 78543
Telephone No. 373-1798

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,648 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
WEST & ADAMS E79'-W607'-S276'
LOT 12 BLK 149 0.50AC NET

LOCATION: 0 FM 88 & MILE 14

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $150,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 40' REAR 15' SIDES 6 FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 8/28/12

Approved by: Gilbert Peña — Date: 8/27/12

Signature of Owner or Applicant: Diana Sal — Date: 8-28-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

Community No.: 480334

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SPECIAL WARRANTY DEED

1765161

Date: May 22, 2007

Grantor: ELOY SALINAS and wife, HILDA M. SALINAS

Grantor's Address: P. O. Box 2266, Elsa, Hidalgo County, Texas 78543

Grantee: DIANA SALINAS, a single woman

Grantee's Address: P. O. Box 2266, Elsa, Hidalgo County, Texas 78543

Consideration: For the love and affection Grantor has for Grantee herein.

Property (including any improvements): A tract of land out of Lot Twelve (12), Block One Hundred Forty-Nine (149), West Tract Subdivision, Hidalgo County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 12, Block 149, which point is near the centerline of FM 88;

THENCE, Eastward along the South line of Lot 12, 528 feet to a point on the South line of Lot 12, which is the beginning point of the tract herein described, for the Southwest corner hereof;

THENCE, continuing Eastward along the South line of Lot 12, a distance of 79 feet to a point on the South line of Lot 12, for the Southeast corner hereof;

THENCE, Northward along a line parallel to the West line of Lot 12 a distance of 276 feet for the Northeast corner hereof;

THENCE, Westward along a line parallel to the South line of Lot 12 a distance of 79 feet for the Northwest corner hereof;

THENCE, Southward along a line parallel to the West line of Lot 12, a distance of 276 feet to the PLACE OF BEGINNING.

Reservations From and Exceptions to Conveyance and Warranty:

1. Prior reservation of minerals previously reserved or conveyed of record and an Oil and Gas Lease dated May 26, 1965, from Foy H. Easly, et ux, to Sun Oil Company, recorded in Volume 298, Page 33, Oil and Gas Lease Records, Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
3. All residences on the property shall have a set back of at least 40 feet from the South line of the 50 foot street running along the North side of the property above described.
4. All residences shall be a one-family dwelling of brick not less than 1,600 square feet of living area. The brick veneer shall consist of not less than 70% brick.
5. No business of profession will be carried on, in or from the residence.
6. No livestock shall be maintained on the premises, and no animals, except domestic pets such as dogs, cats or rabbits shall be maintained on the premises.

7. **There shall be no breeding of any animals for sale.**
8. **Taxes for the year 2007, and subsequent thereto, the payment of which Grantee assumes.**

Grantor, for the consideration indicated above, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, gives, and conveys to Grantee the Property, as Grantee's sole and separate property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, by, through or under Grantor, but not otherwise, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

The Property is conveyed to Grantee as Grantee's sole and separate property.

When the context requires, singular nouns and pronouns include the plural.

Eloy Salinas
ELOY SALINAS

Hilda M. Salinas
HILDA M. SALINAS

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 31st day of May, 2007, by **ELOY SALINAS** and wife, **HILDA M. SALINAS.**

Noelia Munoz
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ms. Diana Salinas
P. O. Box 2266
Elsa, TX 78543

NOTARY PUBLIC STATE OF TEXAS
NOELIA MUNOZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2008

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NOTICE

For use by Texas Lawyers only. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms, constitutes the practice of law. Texas Standard Forms, 600 W. Evergreen, San Antonio, TX 78212, Form No. 52© 1979.

WARRANTY DEED 20970

THE STATE OF TEXAS

COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That I, V. L. SAUER, by and through V. E. SAUER, Attorney in Fact,

of the County of Hidalgo and State of Texas for and in consideration of the sum of TEN AND NO/100ths----------($10.00)-----DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

ELOY SALINAS and wife, HILDA M. SALINAS

of the County Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

A tract of land out of Lot Twelve (12), Block One Hundred Forty-Nine (149) WEST TRACT SUBDIVISION, Hidalgo County, Texas:

BEGINNING at the Southwest corner of Lot 12, Block 149, which point is near the centerline of FM 88;
THENCE, Eastward along the South line of Lot 12, 528 feet to a point on the South line of Lot 12, which is the beginning point of the tract herein described, for the Southwest corner hereof;
THENCE, continuing Eastward along the South line of Lot 12 a distance of 79 feet to a point on the South line of Lot 12, for the Southeast corner hereof;
THENCE, Northward along a line parallel to the West line of Lot 12 a distance of 276 feet for the Northeast corner hereof;
THENCE, Westward along a line parallel to the South line of Lot 12 a diatance of 79 feet for the Northwest corner hereof;
THENCE, Southward along the West line of Lot 12 a distance of 276 feet to the PLACE OF BEGINNING.
SAVE AND EXCEPT all minerals previously reserved or conveyed of record and an Oil and Gas Lease dated May 26, 1965, from Foy H. Easly, et ux, to Sun Oil Company, recorded in Volume 298, Page 33, Oil and Gas Lease Records;
SUBJECT TO easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9; and
SUBJECT TO building restrictions which shall run with the land and be binding upon Grantees, their heirs and assigns, as follows:

1. All residences on the property shall have a set back of at least 40 feet from the South line of the 50 foot street running along the North side of the property above described.

2. All residences shall be a one-family dwelling of brick with not less than 1,600 square feet of living area. The brick veneer shall consist of not less than 70% brick.

3. No business or profession will be carried on in or from the residence.

4. No livestock shall be maintained on the premises, and no animals, except domestic pets such as dogs, cats or rabbits shall be maintained on the premises.

5. There shall be no breeding of any animals for sale.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, their heirs and assigns forever; and do hereby bind myself and my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this (the) 19th day of May, , A.D. 1981.

V. L. SAUER

BY: V. E. Sauer

V. E. Sauer, Attorney in Fact

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this (the) day of , A.D. 19

Notary Public in and for County, Texas

Prepared in Law Office of	For Use by County Clerk	Please Return To
COX & PATTERSON PO BOX 1960 McAllen, Texas, 78501		COX & PATTERSON JWP:rc F#4500-19

VOL 1729 PAGE 860

THE STATE OF TEXAS)
)
COUNTY OF HIDALGO)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared V. E. SAUER, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-In-Fact for V. L. SAUER, and acknowledged to me that he executed the same as Attorney-In-Fact for the said V. L. SAUER, and that the said V. L. SAUER executed the same by and through V. E. SAUER for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 19th day of May, 1981.

(SEAL)

Rebecca J. Cade
Notary Public in and for Hidalgo County, Texas.
My Commission Expires: REBECCA J. CADE, NOTARY PUBLIC HIDALGO COUNTY, TEXAS MY COMMISSION EXPIRES 5/8/84

Printed Name or Stamp of Notary Public

25970

FILED FOR RECORD THIS DATE
At 1:20 o'clock P M.
JUN 18 1981
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Maria Espinoza	4-11526
2.	Rolando Montemayor	4-11771
3.	Erika Joana Rubio	4-11567
4.	Frank Magallan III	4-11776
5.	Arnoldo Cardenas	4-11626
	COMM. COURT: September 4, 2012	

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11526
05-02-12

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	✓ Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Maria Espinoza

Address: 7114 Camino Verde
Houston Tx
77083

Phone: 713-402-9060

Water Supplier: North Alamo Water.

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789450671366

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Evergreen Valley Est. III Lot 43

on June 11, 2012, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-16-07);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Manny Cerda);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 6-11-12 (verified by);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 6-11-12 (verified by);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Manny Cerda);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11526
05-02-12

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Maria Espinoza

Address: 9 15610 mile 19
Edcouch Tx 78538

Phone: 713-402-9060

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Evergreen Valley Est. III. Lot #43

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Maria Espinoza — Requesting Party (Signature)
6-11-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/29/12 — **Date**

County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 18, 2011

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

Grantee: Mario Alberto Espinoza and Maria Isabel Espinoza
Grantee's Phone Number: (713) 402-9060
Grantee's Mailing Address (including county):
7114 Camino Verde Dr.
Houston, Texas 77083
Ft. Bend County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One Thousand Four Hundred Fifty and no/100's ($31,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 43, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

M.E

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3/18/2011, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 8, 2014

ME
ME

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11526
May. 2, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8250-03-000-0043-00

[1] OWNER: ESPINOSA, MARIO A. & MARIA I

7114 CAMINO VERDE DR.
HOUSTON, TX. 77083

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3
LOT 43

LOCATION: 0 SKINNER & MILE 19

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $50,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6 REAR 73' FINISH FLOOR OF ELEV.
18" TOP OF CURB.

Prepared by — Date: 5/2/12

Approved by — Date: 4-27-12

Signature of Owner or Applicant — Date: 5/2/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11771
08-23-12

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Rolando Montalvo

Address: 3211 E McKinley Ave
Alton TX 78574

Phone: 9563794776

Water Supplier: NAWSC.

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Tranton Manor Sub Lot H4,

on A-27-, 2012 the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12/29/88.)

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Mona Cerda);

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Mary Ann);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Mary Ann);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mary Ann);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-1177 1
08-23-12

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Rolando Montemayor
Address: 3211 E. McKinley Ave.
Alton, TX 78574
Phone: (956) 379-4776

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Trenton Manor Subdivison Lot# 4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) — Date: 8.27.12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/29/12
Date

County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: JUNE 17, 2011

Grantor: ROLANDO MONTEMAYOR

Grantor's Mailing Address: 3211 E. MCKINLEY AVE.
ALTON, TEXAS _____
HIDALGO COUNTY

Grantee: RAMIRO MONTEMAYOR

Grantee's Mailing Address: 3211 E. MCKINLEY AVE.
ALTON, TEXAS _____
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO THE FOLLOWING PROPERTY:

Lot Four (4), TRENTON MANOR SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 23, Page 8, Map Records, Hidalgo County, Texas, to which reference is here made for all pertinent purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Volume 1814, Page 248, Deed Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 2 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 23, Page 8, Map Records, Hidalgo County, Texas.

f. Subject to rights of way, easements and conditions as more fully described and reserved in Warranty Deeds recorded in Volume 19, Page 57 & 265, Deed Records of Hidalgo County, Texas.

g. Right of way easement granted to Hidalgo County, recorded in Volume 1400, Page 829, Deed Records, Hidalgo County, Texas.

h. Right of way easement granted to North Alamo Water Supply Corporation, recorded in Volume 1759, Page 481, Deed Records, Hidalgo County, Texas.

i. Right of way easement granted to Hidalgo County Irrigation District No. 2, recorded in Volume 2348, Page 705, Official Records, Hidalgo County, Texas.

j. Right of way easement granted to Hidalgo County Irrigation District No. 2, recorded in Volume 2348, Page 712, Official Records, Hidalgo County, Texas.

k. Right of way easement granted to Reliant Energy Field Services, Inc., filed September 7, 1999 under Document No. 804510, Official Records, Hidalgo County, Texas.

l. Right of way easement granted to Reliant Energy Field Services, Inc., filed September 7, 1999 under Document No. 804515, Official Records, Hidalgo County, Texas.

m. Oil, Gas and Mineral Lease dated October 28, 1987, recorded in Volume 2530, Page 153, being Document No. 45516, Official Records, Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

n. Oil, Gas and Mineral Lease dated January 24, 1996, filed February 29, 1996, recorded under Document No. 507079, Official Records, Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

o. Oil, Gas and Mineral Lease dated December 14, 1998, filed December 14, 1998, recorded under Document No. 733015, Official Records, Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

p. Mineral reservations and/or conveyances as set forth in instrument dated March 29, 1979, recorded in Volume 1363, Page 565, Deed Records, Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

q. All leases, grants, exceptions or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing the Public Records.

r. Zoning and building ordinances in favor of the County of Hidalgo.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on Information furnished by the parties, and no Independent title search has been made.

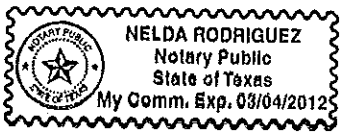
ROLANDO MONTEMAYOR

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 22nd day of November, 2011, by ROLANDO MONTEMAYOR



NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:

SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE. F-3
McALLEN, TEXAS 78504
GF#112421482

AFTER RECORDING, RETURN TO:

ROLANDO MONTEMAYOR
RAMIRO MONTEMAYOR

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11771
Aug. 23, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T6840-00-000-0004-00

[1] OWNER: MONTEMAYOR, RAMIRO

3211 E. MCKINLEY
ALTON, TX.
Telephone No. 379-4776

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR LOT 4

[2] CONTRACTOR: SELF

LOCATION: 0 TRENTON & IRD

[3] WATER SYSTEM: N AL

[8] SEWAGE: INSTA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[9] CONSTRUCTION TYPE: BRIC

[5] SIZE OF STRUCTURE: 2,262 Sq. Ft.

[10] EST. COST OF CONST.: $80,500

[6] USE OF BUILDING: RES.ZONE-

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" ABOVE CENTERLINE OF STREET.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 4

Community No.: _____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11567

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	8/27/12

(Name: Erika Joana Rubio

(Address: 5606 Barry Drive

Edinburg, TX. 78542

(Phone: (956) 475 0019

Water Supplier: N.A.W.S

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: #N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Pueblo De Palmas #12 Lot #07,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-07-12);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria [illegible]);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [illegible]);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [illegible]);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [illegible]);

[illegible]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11567

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Erika Joana Rubio

Address: 5606 Barby Drive
Edinburg, TX. 78542

Phone: (956) 475 0017

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Pueblo De Palmas #12
Lot #07

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Erika Joana Rubio — Requesting Party (Signature)
8-27-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/27/12 — **Date**

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: MAY 9, 2012

Grantor: JGF ENTERPRISES, L.P.

Grantor's Mailing Address (including county):
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

Grantee: ERIKA JOANA RUBIO ESCALONA

Grantee's Mailing Address (including County):
3618 MOLLY ST.
EDINBURG, TX. 78542
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **$19,450.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT# 7, PUEBLO DE PALMAS, PHASE 12, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2304814, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

Reservations From and Exceptions to Conveyance and Warranty:
SAVE AND EXCEPT all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil , gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;
SUBJECT TO Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.
SUBJECT TO Declaration of Restrictive Covenants, recorded as Document Number 2304904 recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;
SUBJECT TO visible and apparent easements on or across the subject property;

When the context requires, singular nouns and pronouns include the plural, and plural nouns and pronouns include the singular.

JGF ENTERPRISES, L.P.

BY: _____

J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 9 20 12, by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
ANABEL ROCHA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-27-2013

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

ERIKA JOANA RUBIO ESCALONA
3618 MOLLY ST.
EDINBURG, TX. 78542

Pueblo De Palmas
Development
P.O. Box 1000
Mission, TX 78573
Phone: 583-1114 Fax: 383-3623

May 12, 2012

Hidalgo County Planning Dept.
PO Drawer B
Edinburg, Texas 78539
956-318-2840
Fax 956-318-2844

Re: Pueblo De Palmas, Phase 12, Lot # 7

To Whom It May Concern:

The Pueblo De Palmas Development has approved the structure that Erika Joana Rubio Escalona will place on Pueblo De Palmas, Phase 12 Lot # 7. Erika Joana Rubio Escalona may now continue the process and apply for the Hidalgo County Building Permit.

Sincerely,

Agent

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11567
May. 22, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P9277-12-000-0007-00

[1] OWNER: RUBIO, ERIKA JOANA ESCALONA

3618 MOLLY ST.
EDINBURG, TX. 78542
Telephone No. 475-0017

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 320 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
PUEBLO DE PALMAS #12 LOT 7

LOCATION: 0 CARMEN AVILA & MILE 22 1/

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $1,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPOLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-15' SIDES-6'

Prepared by — Date: 5-22-12

Approved by — Date: 5-16-12

Signature of Owner or Applicant — Date: 5-22-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 4

Community No.: 0325-A

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11776

08-23-12

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	N/A	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		# 41886
Date Approved:	/ /	08 / 27 / 12

Name: Frank Magallan III

Address: 6512 mile 22½ N.
Edinburg, TX.
78542

Phone: 956-874-8870

Water Supplier: NAWS

Utility Provider: [X] M.V.E.C. [ ] AEP

Account/ESI No.: 266808-001

[ ] Temporary Pole [ ] Permanent Service

☑ M.H. SERVICE

regarding the land described as:
Lot 132, Santa Cruz Ranchos No. 2 SUBDIVISION,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-24-04);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cerda);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11776

08-23-12

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Frank Magallan III

Address: 6512 mile 22 1/2 N.
EDINBURG, TX. 78542

Phone: 956 - 874 - 8870

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

LOT 132, Santa Cruz Ranches NO. 2 Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__X__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) — Date: 8/27/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__X__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/29/12
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: August 6, 2012

Grantor: Dos Altos Properties, Ltd.,, a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540-0959

Grantee: Frank Magallan III
First Grantee's Social Security Number: 367-88-7621

Grantee's Phone Number: (956) 874-8870
Grantee's Mailing Address (including county):
610 Eldora Rd.
Pharr, Texas 785777
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-Seven Thousand Five Hundred Dollars and No Cents ($47,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 132, Santa Cruz Ranches No. 2 Subdivision, as shown by the map or plat thereof recorded in Volume 46, Pages 133-137, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;



8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Santa Cruz Ranches No. 2 Subdivision, as shown on the plat thereof, recorded in Volume 46, Pages 133-137, Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Dos Altos Properties, Ltd.
By: Dos Grandes No.6, LLC, a Texas Limited Liability Company,

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6th day of August, 2012, by Richard W. Ruppert, President of Dos Grandes No,.6., LLC, A Texas Limited Liability Company, in it capacity as General Partner of Dos Altos Properties, Ltd., a Texas Limited Partnership.

Ana Vandever
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Ana I Vandever
My Commission Expires
05/20/2015

AFTER RECORDING RETURN TO:

Dos Altos Properties, Ltd.,
P.O. Box 959
Edinburg, Texas 78540-0959

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11776
Aug. 23, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

S1753-02-000-0132-00

[1] OWNER: MAGALLAN, FRANK III

610 E. ELDORA RD. UNIT 32
PHARR, TX. 78577
Telephone No. 874-8870

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #2 LOT 132

LOCATION: 0 MILE 2 1/2 & BRUSHLINE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $18,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 40' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" TOP OF STREET

Prepared by — Date: 8/23/12

Approved by — Date: 8-22-12

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0305 P
Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11626
06-19-12

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		—	
		Authorized Signature	Authorized Signature
	Inspection/Permit No:	—	Re Inspection
	Date Approved:	/ /	8/29/12

Name: Arnoldo Cardenas

Address: Mile 8 1/2 & Ware Rd
McAllen, TX 78504

Phone: 956-631-3198

Water Supplier: Shangland

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: ~~11~~

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lot #12 Plantation Oaks North Ut. 2.

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-21-80);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Myra Cigarroa);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature — Hidalgo County Judge — Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11626

06-19-12

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Arnoldo Cardenas

Address: Mile 8 1/2 & Ware Rd

McAllen, TX 78504

Phone: 956 - 631 - 3198

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Plantation Oaks North UT. 2 Lot #12

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) _____ Date 08/29/12

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/29/12
Date

County Official

699272

WARRANTY DEED

STATE OF TEXAS }}}}

COUNTY OF HIDALGO }}}

THAT, I, **JESUS MARTIN CARDENAS , 2812 Helena Avenue, McAllen, Hidalgo County, Texas** for and in consideration : **For the Love and Affection Which I Have and Bear Unto Toward the Grantee** do by transfer to: **ARNOLDO CARDENAS, 2812 Helena Avenue, McAllen, Hidalgo County, Texas** the following real property:

Lot Twelve (12), PLANTATION OAKS NORTH SUBDIVISION, UNIT No.2, Hidalgo County, Texas as per map or plat thereof recorded in Volume 21, Page 87, Map Records, Hidalgo County, Texas

SAVE AND EXCEPT: all oil, gas, and other minerals in, under or that may be produced from the subject property are excepted herefrom in instrument recorded in Volume 1663, Page 875, Deed Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Lease dated April 9, 1981, Recorded in Volume 400, Page 961, Oil and Gas Records, Hidalgo County,Texas;

Save and Except all oil, gas, and other minerals and geothermal energy as set forth in instrument dated July 19, 1983, recorded in Volume 1855, Page 398, Official records, Hidalgo County, Texas

Restrictive covenants recorded in Volume 1679, Page 19, and Volume 1682, Page 744, Deed Records, Hidalgo County, Texas;

Any repairs to the main line must be shared by all lot owners equally, as disclosed by Deed recorded in Volume 1681, Page 984, Deed Records Hidalgo County, Texas. Easements, Rules and Regulations in favor of United Irrigation District.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property,together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantees heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 4TH DAY OF AUGUST, 1998

When the context requires, singular nouns and pronouns include the plural.

Witness my hand at McAllen, Texas this 4TH DAY OF AUGUST, 1998.

Jesus M. Cardenas

JESUS MARTIN CARDENAS

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Aug 07,1998 at 12:00P

As a
Recording

Document Number: 699272
Total Fees : 11.00

Receipt Number - 167173
By,

ACKNOWLEDGMENT

STATE OF TEXAS }}}

COUNTY OF HIDALGO }}}

This instrument was acknowledged before me on the 4TH DAY OF AUGUST, 1998 by Chavez

JESUS MARTIN CARDENAS

Commission expires on

February 21, 2000

Carmen V. de Leon

Notary Public in and for the State of Texas

Carmen V. de Leon
My Commission Expires

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11626
Jun. 19, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P7100-02-000-0012-00

[1] OWNER: CARDENAS, ARNOLDO

2812 HELENA AVE
MCALLEN, TX 78503-7555
Telephone No. 569-2265

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 162 Sq. Ft.

[6] USE OF BUILDING: RES C-44

[7] LEGAL DESC./NAME OF SUBDIVISION
PLANTATION OAKS NORTH LOT 12 U
T 2

LOCATION: 0 MILE 8 1/2 & WARE

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUTNY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6' CORNER SIDE 10'
FINISH FLOOR ELEV. 18" ABOVE CENTER LINE OF ST.

Prepared by — Date: 6-18-12

Approved by — Date

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.: 480334 0295D

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

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	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	PABLO PARRA	3-9492
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: SEPTEMBER 4, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-9492
9-4-2009

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Pablo Parra
C/O Name: Sandra F. Duran.

Address: 7622 GOOCH RD
Mission TX.
78574

Phone: 956-309 8175.

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		existent
Date Approved:	1 . 1	8/28/12

Water Supplier: Aqua

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100327394-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Elite Village PH II Lot 14,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/9/09);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Humberto Garza);

N/A an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Humberto Garza);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Humberto Garza);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Humberto Garza);

8/28/12

Planning Department Authorized Signature

Hidalgo County Judge — Date

ATTEST: _____
Hidalgo County Clerk — Date

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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 39492
9/4/2009

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Pablo Parra

% Name: Sandra F. Duran

Address: 7622 Gooch Rd.
Mission TX. 78574

Phone: 956-309-8175

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Elite Village #1 Lot #14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Pablo Parra
Requesting Party (Signature)

8/28/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Copy of Deed

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/27/12
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 9, 2009

2010158

Grantor: Top Fruit, Inc., a Texas Corporation
Grantor's Mailing Address:
P.O. Box 720883
McAllen, Texas 78504

Grantee: Pablo Parra

Grantee's Mailing Address (including county):
7622 Gooch Road
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Four Thousand Seven Hundred Dollars and No Cents ($24,700.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 14, Elite Village Subdivision Phase I, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1968970.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Elite Village Subdivision Phase I, as shown on the plat thereof, recorded in 1968970, of the Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. Lots 1, 2, 33, and 34 may be used for commercial purposes. All other lots shall be used for single family residences only.
2. No residence shall be constructed on any Lot until all necessary building permits and licenses have been obtained by the owner of the Lot;
3. No residence can be occupied until (i) potable water and electricity have been fully installed to the residence; (ii) the residence shall have at least one working restroom in the residence, which is tied into an underground septic tank (no outdoor toilets are allowed); and (iii) the exterior of any residence must be complete, including the installation of all doors and windows to the residence.
4. No noxious or offensive activity shall be carried on upon any of the Lots. The use and discharge of pistols, rifles, shotguns and other firearms on any part or the Subdivision is prohibited.
5. All pets must be maintained within the perimeter of a Lot; if necessary, through the installation of a fence. No farm animals, livestock, or poultry of any kind shall be raised, bred or maintained on the Lot.

...me rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, ...istrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to ...rrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Top Fruit, Inc., a Texas Corporation

BY: Laura Coffman

Laura Coffman, Vice-President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of June, 2009, by Laura Coffman, Vice-President of Top Fruit, Inc., a Texas Corporation.

Cecilia B. Hinojosa
Notary Public, State of Texas

NOTARY PUBLIC CECILIA B. HINOJOSA STATE OF TEXAS EXPIRES 11-3-2011

AFTER RECORDING RETURN TO:

Top Fruit, Inc.
P.O. Box 720883
McAllen, Texas 78504

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO: 3-9492
Sep. 4, 2009

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E5140-01-000-0014-00

[1] OWNER: PARRA, PABLO
7622 GOOCH RD

MISSION, TX 78574
Telephone No. 321-5765

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
ELITE VILLAGE PH 1 LOT 14
X-25

LOCATION: 0 TEXAN RD & 4 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 80'
18 INCHES ABOVE NATURAL GROUND

Prepared by — Date: 9/04/09

Approved by: HG — Date: 9/04/09

Signature of Owner or Applicant: X Pablo Parra — Date: 9/04/09

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0290D Pct: 3
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

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HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF JULY 2012

			# OF CASES				
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))							
DIVORCE & FAMILY LAW CASES	$ 11,610.00		# 258	X $45.00	= $ 11,610.00		
PARTIAL PAYMENT	$ 160.00	$ 11,770.00	# 3/3	Partial Payment/ Previous Reported	= $ 160.00	1100-207-20-000-051-0-000	$ 11,770.00
OTHER THAN DIVORCE/FAMILY	$ 19,950.00		# 399	X $50.00	= $ 19,950.00		
PARTIAL PAYMENT	$ 130.00	$ 20,080.00	# 3/2	Partial Payment/ Previous Reported	= $ 130.00	1100-207-20-000-052-0-000	$ 20,080.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))							
DIVORCE & FAMILY LAW CASES	$ 1,570.00		# 314	FAMILY X $5.00	= $ 1,570.00		
PARTIAL PAYMENT	$ 6.89	$ 1,576.89	# 2/0	Partial Payment/ Previous Reported	= $ 6.89		
OTHER THAN DIVORCE/FAMILY	$ 4,320.00		# 432	CIVIL X $10.00	= $ 4,320.00		
PARTIAL PAYMENT	$ 270.64	$ 4,590.64	# 38/5	Partial Payment/ Previous Reported	= $ 270.64	1100-207-20-000-050-0-000	$ 6,167.53
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	$ -		# 0	CASES X $37.00	= $ -		
PARTIAL PAYMENT	$ 22.74	$ 22.74	# 1/0	Partial Payment/ Previous Reported	= $ 22.74		
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	$ 26,040.00		# 620	CASES X $42.00	= $ 26,040.00		
PARTIAL PAYMENT	$ 1,263.90	$ 27,303.90	# 50/7	Partial Payment/ Previous Reported	= $ 1,263.90	1100-207-20-000-055-0-000	$ 27,326.64
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00						1100-341-10-090-011-0-000	$ 2,999.85

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 33,603.47	$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000		
OTHER CLERK COST (GC51.317-319)	$ 36,354.68	$ 69,958.15		
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,753.14		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 12,056.98		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 303.56		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 3,525.80		
NSF CHECK FEE (LGC 118.141)		$ -		
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -		
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000	$ 87,597.63
INTEREST EARNED FOR THE MONTH OF JULY 2012			1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000	$ 278.87
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	$ 438.29
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000	$ 2,191.43
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000	$ 2,782.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000	$ 2,712.51
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	$ 6,780.80
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000	$ 1,275.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000	$ 210.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000	$ 3,869.49
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000	$ 3,989.22
SHERIFF FEES (CCP 102.011)	$ 19,074.52			
SHERIFF FEES (HCSO)	$ 5,033.92		1100-342-10-090-001-0-000	$ 24,108.44
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	$ 18,292.22
FINES (LGC 113.004)			1200-351-10-090-000-0-000	$ 65,888.17
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000	$ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000	$ 4,500.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000	$ 3,986.96
# _____ CIVIL FILINGS X $5.00 =	$ 3,145.93			
# _____ FELON. CONV.X $5.00 =	$ 841.03			
# _____ MISD.CONV. X $3.00 =	$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000	$ 6,392.91
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000	$ 7,818.44
# _____ CIVIL FILINGS X $5.00 =	$ 4,025.07			
# _____ CRIM CONV. X $22.50 =	$ 3,793.37			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000	$ 4,420.57
# _____ CIVIL FILINGS X $5.00 =	$ 4,016.31			
# - CRIM FILINGS X $2.50 =	$ 404.26			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000	$ 8,378.15
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000	$ -
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000	$ 18,975.75

OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 6,743.61			
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ -			
CRIME STOPPERS - ADULT PROBATION DEPT.	$ 50.00			
MOTHERS AGAINST DRUNK DRIVING	$ 50.00			
WOMEN TOGETHER EMERGENCY SHELTER	$ -			
ESTRELLA'S HOUSE	$ -			
ATTORNEY AD-LITEM	$ -			
SUBTOTAL		$ 6,843.61		
LESS: LAW ENFORCEMENT LAB COSTS		$ -		
LESS: CRIME STOPPERS		$ (50.00)		
LESS: MOTHERS AGAINST DRUNK DRIVING		$ (50.00)		
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -		
LESS: ESTRELLA'S HOUSE		$ -		
LESS: ATTORNEY AD-LITEM		$ -		
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000	$ 6,743.61

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF JULY 2012

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	$ 21,588.83
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 0.73
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	$ 1.84
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	$ 0.25
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 0.15
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	$ 1.73
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 25.10
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	$ 261.37
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	$ 8.43
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 1.09
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 741.29
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 47.49
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	$ 1,339.49
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 645.71
JUDICIAL SUPPORT FEE - **STATE**-(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 855.31
JUDICIAL SUPPORT FEE - **COUNTY**-(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 95.27
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)) # 2 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 56.00
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-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 4,449.98
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 1,987.43
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 303.95
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,413.90
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	$ 538.45
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 780.36
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		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 166.68
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 33.32
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 50.00
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	$ 386,368.63
TOTAL CASH RECEIVED			$ 392,257.73
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 386,368.63		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 4,350.00		
TOTAL DISBURSEMENTS			$ 390,718.63
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 1,539.10

PROOF:

AMOUNT RECEIVED:	$ 5,154.10
AMOUNT LIQ.:	$ (3,715.00)
CRIME STOPPERS (ADULT PROBATION):	$ 50.00
LAW ENFORCEMENT LAB COSTS (DPS):	$ -
MOTHERS AGAINST DRUNK DRIVING	$ 50.00
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ -
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 1,539.10

MDM

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF JULY 2012

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	07/19/12	40252	$ 57,620.27	157607
CIVIL2)	07/27/12	40258	$ 59,110.62	157748
CIVIL3)	8/16/12	40293	$ 53,419.00	158328
CIVIL4)	8/15/12	40290	$ 44,684.46	158324
CIVIL5)	8/16/12	40292	$ 25,672.84	158326
CIVIL6)			$ -	
CIVIL7)			$ -	
CIVIL8)			$ -	
CIVIL9)			$ -	
CRM1)	07/19/12	40251	$ 23,642.00	157608
CRM2)	07/18/12	40246	$ 12,859.75	157609
CRM3)	07/18/12	40245	$ 23,299.00	157610
CRM4)	07/19/12	40253	$ 14,619.50	157611
CRM5)	08/06/12	40264	$ 17,816.44	158017
CRM6)	08/06/12	40263	$ 11,656.00	158020
CRM7)	08/06/12	40262	$ 20,800.25	158019
CRM8)	08/06/12	40265	$ 8,411.00	158018
CRM9)	8/15/12	40291	$ 12,757.50	158325
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$ 386,368.63	

PREPARED BY: V. Dominguez 8/8/12
BOOKKEEPER DATE

REVIEWED BY: Norma D. Mata 8/8/12
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.

8/16/12
INTERNAL AUDIT

Nilda VanHook 8/16/12
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 RE-DC-014, 07/2012

Error generating Agenda Item PDF. Error Executing Database Query.

REVISED JANUARY 2012

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 4th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 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. Iowa Subdivision: The Contractor proposes to install a 12" PVC waterline along the East side of Iowa Road from a point 3,000.0 feet North of Mile 7 North (FM 2221) and then run North a distance of 300.0 feet and from Mile 8 North, South 450.0 feet.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 12" 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 4th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 and 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:

Presidio Estates Subdivison- Will be boring a 2" PVC casing for 1" service connections South of Minnesota Rd, and 16" casing for 8" PVC waterlines East of Tower Rd at the following locations:
320, 550, 760, 980 and 1,200 feet South of Minnesota Rd- 2" PVC casing
590, 1,190, 1,780 feet East of Tower Rd- 16" PVC casing

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

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

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

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

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

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

AI-33865 **7. B.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

City of Donna- La Victoria Subdivision Phase II: the proposed 8" PVC SDR-35 Sanitary Sewer line will be installed 5.0' East of the new West R.O.W. line of Victoria Road. The line will start 1,320.0' South of Walker Street and then run South for 435.0' to the end of the proposed La Victoria Subdivision Phase II.

BACKGROUND

Attachments

donna

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 04:11 PM
Olga Garza	Olga Garza	08/24/2012 01:56 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Rebecca Gomez Started On: 08/22/2012 03:39 PM

Final Approval Date: 08/31/2012

REVISED JANUARY 2012

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 4th day of September, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

City of Donna hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 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:

- La Victoria Subdivision Phase II: the proposed 8" PVC SDR-35 Sanitary Sewer line will be installed 5.0' East of the new West R.O.W. line of Victoria Road. The line will start 1,320.0' South of Walker Street and then run South for 435.0' to the end of the proposed La Victoria Subdivision Phase II.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" Sanitary Sewer 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-33866 **8. A.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Maria Figueroa, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
O3470.04.001.0027.00	Bac Tax Service	$ 5,850.31
W6007.00.000.0023.00	First National Bank	$ 7,805.17

BACKGROUND

Attachments

Bac

Form Review

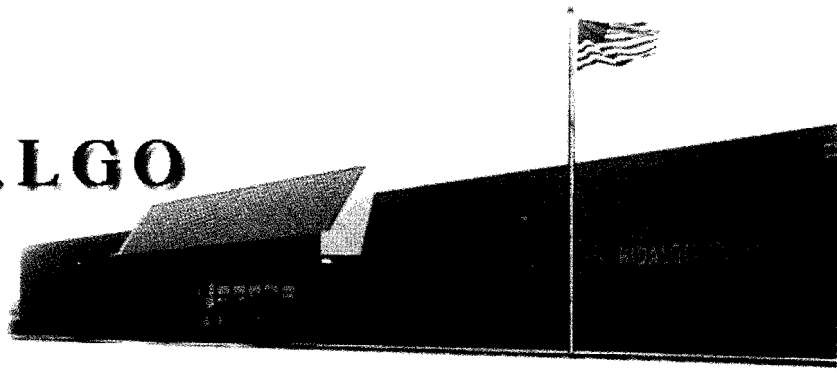
Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/22/2012 04:12 PM
Perla Lopez	Perla Lopez	08/23/2012 01:59 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Maria Figueroa Started On: 08/22/2012 03:41 PM

Final Approval Date: 08/31/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

August 22, 2012

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2,500.00 dollars.

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

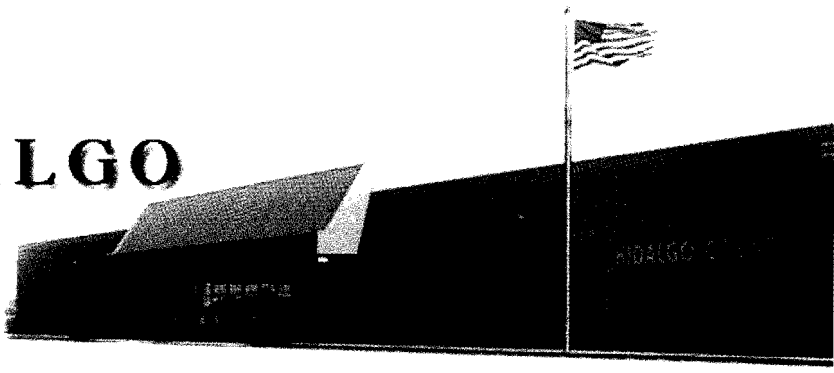
Abj: mm

Enclosure

cc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
O3470.04.001.0027.00	BAC TAX SERVICE	$ 5,850.31
W6007.00.000.0023.00	FIRST NATIONAL BANK	$ 7,805.17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
MAULDIN GEOFFREY PAYER: BAC TAX SERVICE

Present mailing address *(number and street)*
1405 IMA ST

City, town or post office, state, ZIP code
EDINBURG, TX 78539-3545

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): OLIVIA ESTATES SEC 4 LT 27 BLK 1

Step 2: Describe the property

Address or location of property:

694043

Account number of property:

O3470.04.001.0027.00 OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	12/09 / 2011	$ 5850.31	$ 5850.31
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5850.31

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER HOMEOWNER HE IS RESPONSIBLE

FOR HIS TAXES.

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Lysa T. Kenyon — Date of application for tax refund: 6/28/2012

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY APPRAISER'S OFFICE
DATE: 8-4-12

sign here — Authorized officer — Date: 8/21/12

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 7/16/12

7/17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
GARCIA FROILAN JR DBA GARCIA CONSTRUCTIO (PAID BY: FIRST NATIONAL BANK)

Present mailing address *(number and street)*
P.O. BOX 4043

City, town or post office, state, ZIP code
EDINBURG, TX 78540

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WILLOW RIDGE LOT 23

Step 2: Describe the property

Address or location of property:

599113

Account number of property:
W6007.00.000.0023.00

Tax receipt number:
OR 19475081

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	12/27 / 2011	$ 7805.17	$ 7805.17
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 7805.17

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ACCT# 599113

REFUND BACK TO FIRST NATIONAL BANK.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 7/24/2012

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CR 8-6-12 8/13/12

sign here — Authorized official

Date: 8/15/12

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 8/2/12

8/3

AI-33859 **Membership Dues 9. A.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept.:
Requesting approval of payment for 2012 membership dues for Sheriff Guadalupe Trevino to the American Correctional Association in the amount of $35.00

BACKGROUND

The American Correctional Association serves all disciplines within corrections profession and is dedicated to excellence in every aspect of the field.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Funding available in requisition # 221635 in the amount of $35.00.

Attachments

backup

membership dues

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/22/2012 03:50 PM
Budget & Management	Merlen P. Munoz	08/29/2012 09:54 AM
Ana Galvan	Ana Galvan	08/30/2012 04:51 PM
Purchasing Department	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Myra Montoya Started On: 08/22/2012 02:10 PM

Final Approval Date: 08/31/2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *GUADALUPE TREVINO*, do hereby state that my membership in the *AMERICAN CORRECTIONAL ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state 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 of 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, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: SHERIFF

Before me Myra M Montoya, a Notary Public, appeared , GUADALUPE TREVINO and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

Myra M Montoya
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

DUES INVOICE

RENEWAL

10724179
Guadalupe Trevino
Hidalgo County Sheriff Office
PO Box 1228
Edinburg, TX 78540-1228

Remit to:
AMERICAN CORRECTIONAL ASSOCIATION
P.O. Box 347619, Pittsburgh, PA 15251-4619
1.800.ACA.JOIN Membership Fax: 703.224.0059
Federal Tax ID#: 13-1977456
Dues are not charitable contributions for income tax purposes
Dues may be deductible as an ordinary/necessary business expense
A $25 fee will be charged for returned checks/electronic transactions
MEMBERSHIPS ARE NON-TRANSFERABLE

ACA Member Information:
Current Membership Level: PR1
Cost: $35.00
Expiration Date: 8/31/2012

▼ FOLD REPLY CARD ALONG LINE BEFORE MAILING

Upgrade your Membership Here! (Circle One)
(International membership rates are for those NOT living in the US, US Territories, and Canada)

	Domestic Membership		International Membership	
	1 yr	3 yr.	1 yr	3 yr.
◻ Professional I	$35	$99	$50	$140
◻ Professional II	$75	$215	$110	$320
◻ Executive Gold	$100	$290	$150	$440
◻ Associate *(For retirees, full time students & volunteers)*	$15	------	$25	$74
◻ Organization *(For non-profit agencies)*	$300	------	$390	------
◻ Supporting Patron *(For profit agencies)*	$350	------	$440	------

	Prof I	Prof II	Exec Gold
◻ Household*	$55	$115	$150

Other Household Member:_____

(Household memberships are 1 year memberships for two individuals living at the same home address.)*

Charge my: ◻American Express ◻Diners Club ◻ MasterCard ◻ Visa

Card #:_____ Exp Date_____

Amount:_____ Signature_____

◻ Check enclosed ◻ P.O. Number:_____ V #:_____

Payment: *(Membership will only renew when full payment is received)*

Help us keep in touch with you!
(Update your information only if there is a change)

Preferred Mailing Address ◻ **Home** ◻ **Work**

Home Address:_____

City:_____ State:_____ Zip:_____ Country:_____

Home Phone:_____ Home Fax:_____

Home Email:_____ D.O.B (*optional*):_____

Work Title:_____ Facility:_____

Type of Corrections:_____

Work Address:_____

City:_____ State:_____ Zip:_____ Country:_____

Work Phone:_____ Work Fax:_____

Work Email:_____ Website:_____

Requisition Inquiry - FOINQ01A 1/20/09 12:30 pm

Requisition No 00221635
Po No
Date Entered 08-22-2012
Status Needs Approval by LAW

Vendor AMERICAN CORRECTIONAL ASSOCIATION
Address CONVENTIONS DEPARTMENT
P.O. BOX 201
ANNAPOLIS JUNCTION MD 20701

Owner MMONTOYA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	MEMBERSHIP DUES FOR YEAR 2012 FOR SHEIFF GUADALUPE TF	35.0000	35.00

Total **35.00**

Account Number	Description	Account Balance	Amount
2-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS	2,625.00	35.00

AI-33811 **10. A.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of two (2) applicants in the Countywide area under the HOME Owner-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
Fortunato & Margarita Mireles Loan 80% Deferred Loan 20% Reconstruction	CW #85-11-08	Countywide Precinct #1	HOME 2011	Lot 9, Mariposa Subdivision a subdivisioncontaining 49.66 acres of Farm Tract (168) and (169) Block 179, West and Adams Tracts Subdivision, Hidalgo County Texas
Petra Rodriguez Deferred Loan - Elderly Reconstruction	CW #85-11-09	Countywide Precinct #1	HOME 2011	Lot 10, Block 81, Hargill Townsite, 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 2011 Budget. The Urban County Program staff recommends approval of applicant's.

Attachments

Mireles

Rodriguez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/20/2012 04:48 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Mary Flores Started On: 08/20/2012 03:45 PM

Final Approval Date: 08/31/2012

Housing Rehab Program

ENTITY: Countywide

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn. The following is a profile of the family.

Fortunato & Margarita Mireles	Family of four (4)	
	Applicant's age is 50, wife age is 49, daughters ages are 23 & 16	
CW 85-11-08	Title Search:	No Abstract & Liens
	Flood Zone:	No – Zone X
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	45%
	Pay Back:	Yes – 80% payback & 20 % Deferred
	Number of Bedrooms:	3
	Square Feet:	1130
	Total annual household income:	$ 31,846.54
	HUD Income Limits (family of 4):	$ 39,450.00
	Partial pay back due to additional 1 bedroom	
Existing Dwelling:	4 bedrooms frame home, built in 2000	

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: Countywide

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn. The following is a profile of the family.

Petra Rodriguez
CW #85-11-09

Family of one (1)	
Applicant's age is 85	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,376.00
HUD Income Limits (family of 1):	$ 27,650.00

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

RECOMMENDATION:

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

AI-33974 **11. A.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Damaris SanMiguel Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Adminstration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: General Fund

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

BUDGETARY IMPACT:

Please refer to attached Salary Sweep analysis as of 8-30-12

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/30/2012 12:38 PM
Budget & Management	Merlen P. Munoz	08/30/2012 12:54 PM
Erika Zamora	Erika Zamora	08/30/2012 06:46 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Ivan Cantu Started On: 08/30/2012 10:39 AM

Final Approval Date: 08/31/2012

AI-33741 **12. A.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend the first (1) of nine (9) one (1) year terms as stipulated and provided in the contract under the specified rates, terms and conditions for-"Lease of Tower Space" with RGV Towers, LLC, for HIDTA. (C-11-192-09-27)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1254-412-00-270-014-0-441

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

BUDGETARY IMPACT:

Funds available as of 08/31/12, refer to Req #00222246.

Attachments

Memo-RGV Towers Contract-C-11-192

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:38 PM
Budget & Management	Erika Zamora	08/30/2012 09:46 AM
Purchasing Department	Erika Zamora	08/30/2012 06:30 PM
Budget & Management	Merlen P. Munoz	08/31/2012 08:00 AM
Sylvia Solis	Sylvia Solis	08/31/2012 10:04 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Gricelda Villarreal Started On: 08/15/2012 10:47 AM

Final Approval Date: 08/31/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 15, 2012

RGV Towers, LLC
C/O Alan Yoder
PO BOX 3097
McAllen, Texas 78502

Via email: alan@sc2000.net
Cert. Mail: 7099 3220 0002 9744 7010

Re: C-11-192-09-27
"Lease of Tower Space for HIDTA"

Dear Mr. Yoder:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's the first of nine (9), one (1) year extensions as provided in the current contract (with bid price increase and same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Wednesday, August 22 , 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Alan Yoder Date: 8-16-12

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 Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626, Ext. 4867. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

COMMUNICATIONS TOWER RENTAL AGREEMENT
C-11-192-09-27

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Communications Tower Rental Agreement ("Agreement") is made and entered into this, 27th day of September, 2011 by and between RGV TOWERS, LLC., a Texas Limited Liability Corporation, herein referred to as "Lessor" and COUNTY OF HIDALGO, TEXAS herein referred to as "Lessee".

In consideration of the mutual promises, conditions, covenants and other good and valuable consideration of the parties hereto, it is covenanted and mutually agreed as follows:

I. LEASED SPACE ON TOWER

Lessor is the lessee of a parcel of land described in Exhibit "A" (the "Land"), which exhibit is incorporated herein for all purposes, upon which it owns and operates a communications tower ("Tower"), the Tower and Land collectively are referred to herein as the "Property". Upon and subject to all of the provisions of this Agreement, and in consideration of the Rent (as herein defined), and the representations, warranties, covenants, agreements, waivers and releases set forth herein, Lessor hereby leases Lessee and Lessee leases from Lessor on a non-exclusive basis (i) approximately four square feet in the equipment shelter at or near the base of the Tower; (ii) space on the Tower at the lesser of 440 feet or 20 feet below the greatest height allowed by governmental authority, to install, maintain and operate the communications equipment described in the attached Exhibit "B" (collectively the "Equipment") and incorporated herein for all purposes; and (iii) rights to access and utility easements, if any.

II. TERM

The term of this Agreement shall commence upon the completion of the installation of the Lessee's equipment in the Building, but not later than October 1, 2011, ("Commencement Date") and continue for a period of 12 months, ending not later than September 30, 2012 ("Term Expiration Date"); subject, however, to earlier termination as hereinafter provided.

Renewal. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "C" under the same terms and conditions set forth in this Agreement except that the rent amount for the Leased Space shall be established as proposed by Lessor in Exhibit "D" (the Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

PHARR TOWER

Voluntary Termination. Lessee may terminate this Agreement at any time for any reason or no reason upon giving thirty (30) days prior written notice to Lessor.

Commitment of Current Revenue. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of this Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903 (Vernon Supp. 1996).

III. RENT

Lessee agrees to pay rent to Lessor at PO Box 2973, McAllen, Hidalgo County, Texas, 78502, or at such other place as the Lessor may from time to time designate in writing, in lawful money of the United States of America, which shall be legal tender for the payment of all debts or dues, public and private, at the time of payment, payable in twelve monthly installments of Three hundred seventy-five and no/100 Dollars ($375.00), each, payable on or before the first day of each and every calendar month beginning on or before the 1st day of October, 2011, and continuing regularly and monthly on the same day of each month thereafter, until the Expiration Date, unless this Agreement is terminated early as provided hereunder. Lessee agrees that the amount of the Rent will be increased annually, with the first increase occurring on the first annual anniversary of the Commencement Date and thereafter on each subsequent annual anniversary of the Commencement Date, as provided for in the attached Exhibit "D".

IV. RIGHT TO INGRESS AND EGRESS

Lessor agrees that so long as Lessee is not in default of this Agreement or if in default has cured said default within the applicable cure period, and during the Term of the Agreement, Lessee shall have continuous non-exclusive ingress to and egress from the Property 24 hours a day, seven days a week for the purpose of maintenance and repairs to its equipment. It is further agreed, however, that Lessee will only permit its qualified employees or qualified and adequately insured contractors to work on, in or around the Property. In addition, a Certificate of Insurance with RGV Towers, LLC named as an additional insured with the below listed insurance requirements will be required for any contractor to climb or perform work on the tower.

V. LOCKED GATE

Lessee and Lessee's representatives agree to close and lock the Property entrance gate after entering or leaving the Property.

VI. LESSEE'S COVENANTS AND CONDITIONS

Lessee covenants and agrees:

1. That Lessee's Equipment, its installation, operation and/or maintenance will not:

   a. damage the Tower and Land, normal wear and tear excepted.

   b. unreasonably interfere with the operation of Lessor's radio equipment or the radio equipment of prior or subsequent lessees on the Tower. In the event Lessee's equipment causes interference with prior or subsequent lessees, Lessee will promptly take all reasonable and necessary steps to correct and/or eliminate the interference. If such interference cannot be eliminated within ten (10) days of notice from the Lessor that the interference exists and as a result, Lessor elects to terminate this Agreement, Lessee agrees to remove its Equipment from the Property and this Agreement shall thereupon be terminated with neither party having any further obligation to the other, except for Lessee's obligation to pay Rent through the date of this early termination of this Agreement.

   c. interfere with Lessor's performance of maintenance of the Tower or Property, the tower lighting system or monitoring equipment.

   d. violate any applicable rules or regulations of any Federal Agency, including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

   e. violate any applicable state, county, city or municipality codes, regulations, laws, rulings or ordinances.

2. That Lessee will ensure that its repeater systems on the Tower have a pass type duplexer unless connecting to the Lessor's Master Antenna System. (Note: Lessor will not allow trap-type duplexers on its Tower)

3. That Lessee assumes all responsibility for the licensing, operation and/or maintenance of its Equipment and any associated attachments.

4. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Property and on Lessee's Equipment, bodily injury and property damage insurance with a combined single limit of at least One Million and no/100 Dollars ($1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Property, all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Lessee shall provide a certificate of insurance evidencing the coverage required by this paragraph within 30 days of the Commencement Date.

5. That Lessee shall not change the frequency, power, character or amount of its equipment on

the Tower or on the Property without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

6. Intentionally Omitted

7. That, without the express prior written consent of Lessor, Lessee shall make no alteration, improvement, modification, or replacement in or to the Tower or Property.

8. That Lessee, at its sole cost and expense, shall attach or apply permanent identification: (a) to all its lines, coaxial, cable, and/or waveguides at the top and bottom of the line; (b) to any antenna(s) or equipment mounted on the Tower; and (c) to any equipment in or on the Property. Such permanent identification markings shall be of a kind, quality and nature such that the Lessor can at all times readily identify the owner of any equipment, line, cable, coaxial, waveguide or property attached to, on, in or around the Tower or Property.

9. That Lessee recognizes that a condition to granting of this Agreement and its continuation, is that no employee, representative or contractor of Lessee or any other person allowed to come upon said Property by Lessee, shall be permitted to hunt, fish, swim, camp or picnic on the Property and no dog, gun, firearm, fishing equipment, cameras (unless necessary to photograph accidents or where necessary to satisfy OSHA or other regulatory authority requirements), game-calling instruments, night hunting paraphernalia, bows and arrows will be permitted on the Property. Neither Lessee nor its agents, employees, contractors or invitees shall hunt for or remove artifacts, arrowheads, petrified rocks, stones, gems or like matters from the Property. If any of Lessee's representatives, contractors, or employees violate this provision, Lessor may give notice thereof to Lessee and, if Lessee does not voluntarily remove or exclude such party, Lessor shall have the right to eject such party from said Property and thereafter prohibit such party from entering upon said Property. Lessee further agrees that it will not keep or bring cattle or livestock onto the Property and that it will not permit its agents, employees or contractors to do so.

VII. LESSOR'S COVENANTS AND CONDITIONS

Lessor covenants and agrees:

1. That Lessor will use its best efforts to meet the marking and lighting requirements of the Tower and Building promulgated by the FAA or FCC. Lessor will hold Lessee harmless from any liability and indemnify Lessee against any fines caused by Lessor's failure to comply with marking or lighting requirements. Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance and if Lessor does not cure the conditions within the time allowed by cure by the citing agency, Lessee may terminate this Agreement by written notice to Lessor with neither party having any further obligation to the other.

2. That Lessor, at its sole cost and expense, shall maintain and repair the Tower and Property, unless any such damage is caused or contributed to by acts or omissions of Lessee, Lessee's agents, customers, clients, employees or invitees, in which event Lessee hereby agrees to pay the full cost of

such repairs.

3. That during the Term of this Agreement, Lessor will use its best efforts to protect Lessee's frequency(ies) from interference caused by equipment of Lessor's other customers who place equipment on Lessor's Tower subsequent to this Agreement or modify pre-existing equipment.

4. That: (i) Lessor has full right to make and perform this Agreement; (ii) Lessor has a valid leasehold interest in the Land and will maintain such interest throughout the Term; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property.

5. Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property.

6. Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

VIII. LESSEE'S OBLIGATIONS ON TERMINATION

1. Lessee may remove Lessee's Equipment from the Tower or Property provided: (a) removal is made prior to the Expiration Date or earlier termination of this Agreement; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of removal, including payment of Rent; and (c) Lessee promptly repairs all damage to the Tower or Property caused by such removal.

2. Upon the Expiration Date or earlier termination of this Agreement, Lessee covenants and agrees to surrender the Tower and Property to Lessor in the same condition in which the Tower and Property existed on the Commencement Date, excepting only ordinary wear and tear and damage arising from any cause not required to be repaired by Lessee.

3. Upon termination of this Agreement, Lessee agrees to remove all antennas, transmission lines, communication equipment and all other property belonging to the Lessee. If Lessee fails to remove any of its antennas, transmission lines, communications equipment and/or other property, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rental of three times the per day Rental provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rental shall be due and payable daily.

IX. HOLDING OVER

If Lessee remains in possession of the Property after the Expiration Date or earlier termination of this Agreement, without the execution by Lessor and Lessee of a new Agreement, Lessee shall be deemed to be occupying the Property as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rent of three times the per day Rent provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rent shall be due and payable daily. Lessor shall have the right to terminate a tenancy-at-sufferance immediately upon notice to Lessee. The inclusion of this Paragraph IX. shall not be construed or interpreted as Lessor's consent for Lessee to hold over, nor shall the provisions of this Paragraph IX. limit the remedies available to Lessor for such holding over, either under this Agreement, at law, or in equity.

X. HOLD HARMLESS

Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require (and more fully described in the attached Exhibit "C", "D" and "E"). In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

To the extent provided for by the laws of the State of Texas, Lessee agrees to hold harmless Lessor, its employees, officers, directors, agents, owners and representatives against any and all claims, demands or actions arising in any manner directly or indirectly related to Lessee's activities or events performed by Lessee, its agents or employees pursuant to this Agreement.

XI. ACTS OF GOD

Lessor shall not be liable to Lessee for damages caused by acts of God, or other acts beyond the control of Lessor. Lessee likewise will not be liable to Lessor for damages caused by acts of God or other acts beyond the control of Lessee. If, due to acts of God or for any other reason, except for the negligent or unlawful acts or omissions of Lessor, Lessee's use of the tower is interrupted, Lessor shall be liable only for abatement of rent for the period of interruption.

XII. DEFAULT BY LESSEE

The following shall be considered Events of Default by the Lessee:

1. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

2. Other than the payment of Rent, the failure to cure, after written notice thereof, any breach of the covenants, promises, undertakings, terms and conditions contained in this Agreement.

3. The filing of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement for the benefit of creditors, an assignment for the benefits of creditors, or any other act reasonably indicating equitable or legal insolvency.

4. Abandonment of the Property.

XIII. REMEDIES

This Agreement, the Term, and Lessee's leasehold interest in the Property hereby granted are subject to the limitation that if and whenever any Event of Default shall exist or occur, in addition to all other rights and remedies given hereunder or by law or equity, without further notice or demand, upon the occurrence of any Event of Default or at any time thereafter, at Lessor's option, Lessor may do any one or more of the following:

1. Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

2. After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

3. After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

XIV. IMPLIED ACCEPTANCE OF SURRENDER, NO CONVERSION

Exercise by Lessor of any one or more remedies granted to Lessor in this Agreement or otherwise available to Lessor at law or in equity shall not be deemed to be an acceptance by Lessor of surrender of the Property from Lessee, whether by implied agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Receipt by Lessor of Lessee's keys to the Property shall not constitute an acceptance of surrender of the Property. No alteration of security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Property shall be deemed unauthorized or constitute a conversion. Lessee hereby authorizes and consents to Lessor's exercise of dominion over Lessee's property within the Building or Tower after the existence or occurrence of an Event of Default. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices and/or removal of power are

hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgement obtained in forcible detainer proceedings or other legal proceedings or without the necessity for legal proceedings, as Lessor may elect, and Lessor shall not be liable in trespass or otherwise.

XV. LESSEE'S LIABILITY FOR RENT

In the event Lessor elects to terminate this lease by reason of an Event of Default, or in the event Lessor elects to terminate Lessee's right to possession of the Property, Lessee shall be and remain liable to Lessor for all Rent accrued to the date of such termination of this Agreement. Lessee obligations for any unpaid rents, damages, costs and expenses shall survive any termination of the Agreement.

XVI. PAST DUE RENT

IN THE EVENT ANY RENT IS NOT PAID ON THE DUE DATE THEREFORE, LESSEE SHALL BE OBLIGATED TO PAY LESSOR INTEREST ON THE AMOUNT OF SUCH PAST DUE RENT FROM THE DUE DATE OF SUCH RENT UNTIL PAID AT THE LESSER OF (A) THE MAXIMUM LAWFUL RATE OF INTEREST WHICH MAY BE CHARGED OR PAID UNDER APPLICABLE LAW. Failure by Lessor to enforce the payment of such interest with respect to any past due Rent shall not constitute a waiver of Lessor's right to enforce the payment of such interest for any future past due Rent.

XVII. WAIVERS AND MODIFICATIONS

Neither the acceptance of Rent by Lessor nor any failure by Lessor to object or complain of any action, non-action, or default of Lessee shall constitute a waiver of Lessor's rights or remedies hereunder. No delay on the part of a Party in exercising any of such Party's rights, powers, privileges, or remedies hereunder shall operate as a waiver thereof, nor shall any specific waiver by a Party of any right, power, privilege, or remedy hereunder operate or be construed as a waiver of any other right, power, privilege, or remedy hereunder, nor shall any single or partial exercise of any rights, power, privilege or remedy hereunder (unless the Section of this Agreement which establishes any such right, power, privilege, or remedy provides otherwise).

XVIII. SALES OR USE TAX

The parties hereto stipulate that the rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of this lease agreement or the rental payments herein reserved, the Lessee hereby agrees to pay same as additional rent, or to furnish such documentation as is necessary or appropriate to establish that such rent payments are exempt from sales or use tax.

XIX. SUBORDINATION AND TRANSFER BY LESSOR

This Agreement may be made subject and subordinate to the lien of any mortgage, deed of trust or other instrument encumbering, now or hereafter placed on the Tower or the Property, provided that any such encumbering document shall contain a covenant that Lessee shall not be disturbed in its possession, use and enjoyment of the Property before or after any transfer of interest in title under such an encumbering document so long as Lessee is not in default under this Agreement, and providing that any purchaser, purchaser at foreclosure or deed in lieu of foreclosure, shall succeed to the rights and obligations of Lessor herein. The parties agree that nothing in this Agreement in any way prohibits or restricts Lessor from transfer, assignment, sale or other conveyance or encumbrance of the Property or Tower or any portion or interest therein.

XX. ATTORNMENT

In the event a third party acquires title to the Property or Tower, including by foreclosure or by acceptance of a deed in lieu of foreclosure of a lien, Lessee will become the Lessee of such successor in interest without change in the terms or other provisions of this Agreement so long as such successor in interest provides Lessee with a non-disturbance agreement. Upon request by such successor in interest, Lessee shall execute and deliver an instrument or instruments confirming the attornment herein provided.

XXI. ESTOPPEL CERTIFICATE

Upon request, Lessee shall execute and deliver to Lessor an estoppel certificate stating: (a) the Commencement Date; (b) that Lessee is not in possession of any written documents or instruments that would modify or amend this Agreement and this Agreement is in full force and effect (or, if there have been written modifications hereto, that this Agreement is in full force and effect, and stating the date and reflecting the substance of the modifications); (c) that the Rent under this Agreement has been paid; (d) that, to the best of Lessee's knowledge, there are no current defaults under this Agreement except as specified; and (e) such other matters reasonably requested by Lessor with regard to this Agreement.

XXII. NOTICE

All notices and other communications required or permitted hereunder and tender of payment of Rent and other payments due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage with return receipt requested, but as to timeliness of Rent payments, same shall only be considered to be effective when actually received. The address of the parties for all purposes hereof shall be as follows:

LESSOR: **RGV TOWERS, LLC**
C/O ALAN YODER
PO BOX 3097
MCALLEN, TEXAS 78502

LESSEE: **COUNTY OF HIDALGO, TEXAS**
ATTN: RAMON GARCIA, COUNTY JUDGE
1605 SOUTH CLOSNER
SUITE J
EDINBURG, TEXAS 78539

XXIII. AUTHORITY

Lessor and Lessee warrant and covenant to each other that each has taken all actions necessary to authorize the execution and delivery of the Agreement.

XXIV. ENVIRONMENTAL

At all times during the Term of this Agreement, Lessee covenants, represents, warrants and agrees that Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Tower or Property by Lessee, Lessee's agents, employees, invitees, licensees, or contractors. As used herein, the term "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Emergency Planning and Community Right to Know Act of 1986, as amended, the Texas Water Code, as amended, the Toxic Substance Control Act, as amended; all rules and regulations promulgated with respect thereto; and all other federal, state, and local laws, regulations, ordinances, rules, and bylaws, whether now existing, previously in force, or subsequently enacted.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Property in violation of any applicable law.

XXV. CONDEMNATION

If at any time during the Term of this Agreement, any part of the Property is taken by eminent domain, or is conveyed by voluntary deed under threat of condemnation, Lessor may elect to terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph XXIII., Rent shall be payable up to the date that possession is taken by the condemning authority. All sums awarded or agreed upon between

understandings between the parties shall be null and void.

XXXI. SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

XXXII. HEADINGS

The headings of the articles, paragraphs and sections of this Rental Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Agreement.

XXXIII. COUNTERPARTS

The Agreement may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The Agreement shall become operative on the date the last party has executed at least one counterpart of the Agreement (Execution Date).

APPROVED by Commissioners Court on this 27th day of September, 2011.

COUNTY OF HIDALGO, TEXAS

BY: _____
Ramon Garcia
Hidalgo County Judge

Approved by Commissioners' Court
on 9/27/11

Attest:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

RGV TOWERS, LLC

BY: _____
Alan Yoder
President

PHARR TOWER

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY HIDTA TASK FORCE
"LEASE OF TOWER SPACE"

Vendor must submit a bid amount for ALL yearly terms.

Initial 1 year term:	
Description	**Bid Amount**
Cost per month	$ 375 00
Total cost for 1st of 1 year term (12 months)	$ 4,500 00
Renewal Options: 2nd Year term: ***Nine (9) One (1) year terms:	
Description	**Bid Amount**
Cost per month	$ 386 25
Total cost for 2nd term of 1 year (12 months)	$ 4,635 00
3rd Year term:	
Cost per month:	$ 397 84 9:34
Total cost for 3rd term of 1 year (12 months)	$ 4,774 08 7-27-11
4th Year term:	
Cost per month	$ 400 00
Total cost for 4th term of 1 year (12 months)	$ 4,800 00
5th Year term:	
Cost per month	$ 420 00
Total cost for 5th term of 1 year (12 months)	$ 5040 00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Yolanda Alonso
Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650 E-MAIL ADDRESS: yolandaa@shepins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RGV Towers, LLC PO Drawer 3097 McAllen, TX 78502	INSURER A: Hartford Casualty Ins. Co	29424
	INSURER B: State Auto (Formerly Beacon)	
	INSURER C: Texas Mutual Insurance Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 12/13 RGV all LOB** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			65UENQD6324	03/05/2012	03/05/2013	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP2280927 02	01/17/2012	01/17/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			65HHUQD6660	03/05/2012	03/05/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TS0001134027	07/29/2012	07/29/2013	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The [general liability] policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

County of Hidalgo
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-33973 **12. B.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend for a one (1) year term as stipulated and provided in the contract identified under the same terms and conditions for "Substance Abuse Treatment and Primary Care Services for Adolescents" with SCAN, INC.. (C-11-141-09-20).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact to Hidalgo County. Awarded Vendor is providing services to Hidalgo County while occupying facility under an Operating Lease. Contract was approved by CC on 9/20/11.

Attachments

Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Erika Zamora	08/30/2012 06:31 PM
Budget & Management	Merlen P. Munoz	08/31/2012 08:02 AM
Manuel Chapa	Merlen P. Munoz	08/31/2012 08:18 AM
Perla Lopez	Perla Lopez	08/31/2012 10:10 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Gricelda Villarreal Started On: 08/30/2012 10:33 AM

Final Approval Date: 08/31/2012

From: Brenda Salazar
To: "Cris Villarreal"; "Josie Escalante"
Cc: "eddie.olivarez"; "Mike Escaname"
Subject: RE: Extension of Contract with SCAN INC
Date: Tuesday, August 21, 2012 11:02:08 AM

Hello, Cris,

I am not sure if you have heard back from Mr. O, so I would like to inform you that yes, he would like to continue services. Please advise if I can be of assistance.

Thank you!

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377

-----Original Message-----
From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Thursday, August 16, 2012 4:14 PM
To: 'Josie Escalante'
Cc: brenda.salazar@hchd.org
Subject: Extension of Contract with SCAN INC
Importance: High

Hello Mr. Olivarez,
Just a reminder that the current contract with SCAN, INC. regarding the "Substance Abuse Treatment and Primary Care Services for Adolescents" is coming up for renewal on September 20, 2012. Please advise if you would like to continue the services so that I can proceed with memo to SCAN Inc., and place on CC meeting for approval with ample time.

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext.x 4867
Fax: (956) 292-7612
email: cris.villarreal@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 15, 2012

Serving Children and Adolescents in Need, Inc.
C/O Isela Dabdoub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

Via email: jsaa@scan-inc.org
Cert. Mail: 7099 3220 0002 9744 7027

Re: C-11-141-09-20
"Substance Abuse Treatment and Primary Care Services for Adolescents"

Dear Ms. Dabdboub:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's first of two (2), one (1) year options to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 4, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Thursday, August 23, 2012, via facsimile to (956) 956-292-7612 or email to: cris.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Isela Dabdoub Date: 08-21-12

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 Qualifications).

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,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department

C-11-141-09-20

SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE SERVICES FOR ADOLESCENTS

OPERATIONS AGREEMENT

This Operations Agreement is made and entered into by and between Hidalgo County, Texas ("Hidalgo County") acting by and through the Hidalgo County Health and Human Services ("DEPARTMENT"), and Serving Children and Adolescents in Need, Inc., a Texas Non-profit corporation, ("VENDOR");

Whereas, Hidalgo County recognizes a need for adolescent alcohol, substance abuse, counseling and treatment including primary care for adolescent/residents of Hidalgo County while undergoing such treatment;

Whereas, in accordance with Chapter 465 of the Health and Safety Code, Hidalgo County has created a commission composed of the Hidalgo County Health and Human Services Department to: (1) educate the public on adolescent drug and alcohol abuse; (2) promote adolescent drug and alcohol education at all levels of the schools; (3) study the effectiveness of efforts, including the Commission's efforts, in reducing drug and alcohol abuse, and (4) provide for the creation and administration of a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment;

Whereas VENDOR, is versed in administering a program for counseling and treating adolescent drug and alcohol abusers and responded to the Request for Qualifications issued by Hidalgo County for: "Substance Abuse Treatment and Primary Care Services for Adolescents"; and submitted a SOQ (statement of qualifications) including an operational plan ("Operational Plan")to provide counseling and treatment including primary care for adolescents in accordance with the request for qualifications requirements, such RFQ and SOQ, including the Operational Plan, being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes; and

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

ARTICLE I
DEFINITIONS, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

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

Agreement - means this Operations AGREEMENT with all exhibits attached hereto.

Contract Monitor – Department will be the primary contact source on this Agreement with the VENDOR. The VENDOR must provide a monthly service report and make themselves available to attend Hidalgo County Commissioners Court on a quarterly basis to provide reports as required herein.

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

Client - means each individual who is a resident of Hidalgo County and who receives Services from VENDOR hereunder.

Facility - VENDOR will provide Services pursuant to the terms hereof primarily at the Facility. The VENDOR must maintain and will be held accountable for any and all requirements to operate said program/facility in accordance with Texas DSHS Rules and Guidelines.

Licensure Rules – means the terms and provisions contained in the Texas DSHS Licensure Compliance Guide.

Monthly Program Report – The VENDOR will provide a monthly report on Services provided within the County Facility in order to establish an equivalent value for Facility versus services including the Performance Measures to track and evaluate achievement results of Clients, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Operational Plan – means the plan attached as Exhibit B hereto.

Outpatient - means any adolescent resident of Hidalgo County who receives Services on an hourly basis pursuant to the terms hereof.

Payment or Payments - DEPARTMENT is not responsible for making any payments to VENDOR.

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

Services - means the delivery by VENDOR of the drug and alcohol abuse, education, counseling and treatment chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the RFQ attached as Exhibit B.

TDSHS – means the Texas Department of State Health Services, as presently or hereafter constituted.

Term - means the duration of this AGREEMENT as specified in Article 1.3.

1.2 **APPOINTMENT OF VENDOR; TERM**

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

1.3 Term. This Agreement is effective on **September 20, 2011** and shall continue until **September 19, 2012**, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this Agreement for a period of two (2), one (1) year periods upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term. Hidalgo County has the option to extend this Agreement for a sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract procurement under the same rates, terms and conditions.

1.4 Substance Abuse Treatment Services Minimum Requirements: The VENDOR shall, in accordance with the terms of this Agreement, provide all necessary personnel, equipment, materials, supplies and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this Agreement) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows:

a) VENDOR will be responsible to obtain and maintain any or all State/Federal licenses, certifications and or permits required to operate an outpatient primary care and substance abuse treatment facility.

b) VENDOR represents and warrants that VENDOR maintains all required and appropriate licenses all staff maintains their proper licenses and insurances.

c) VENDOR must adhere to any and all other contracts, agreements and/or partnerships with any other Hidalgo County agency or outside entity beyond this Agreement. Hidalgo County is not responsible or accountable for the outcomes or lack of outcomes of said VENDOR agreements.

d) VENDOR will take possession of the Department's facility and will be held responsible and accountable to repair, replace and maintain the Facility in its present condition, ordinary wear and tear expected.

1.5 Consideration: VENDOR agrees to deliver the Services in accordance with the terms and provisions of this Agreement.

1.6 Operational Plan shall ensure the following:

a. The level of services to be provided includes primary care and outpatient substance abuse treatment and counseling services to adolescent residents of Hidalgo County;
b. The programs and activities are designed to reduce the impact of adolescents abuse and addiction;
c. The program is designed to engage primary health care to assist the treatment of substance abuse and addiction to children within Hidalgo County;
d. VENDOR shall provide testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any Clients or Clients families; and
e. VENDOR shall provide and promote adolescent drug and alcohol education at all levels of schools in Hidalgo County.

1.7 Screening: Written policies and procedures shall ensure the following:

a) Screening must be conducted by a Licensed Counselor or person otherwise qualified or exempt under TDSHS licensure rules.

1.8 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Clients to change their behavior and become productive, contributing members of society by leading a life free of substance abuse. Performance Measures, (which may be amended or revised by the Department during the term of this Agreement), along with applicable adjustments, for substance abuse services are as follows:

A. **OUTPUTS:**

1. Total number of Clients served;
2. Total number of counseling hours provided;
3. Total number of class hours provided;
4. Total number of family counseling hours provided; and
5. Total number of hours performed in drug and alcohol abuse education conducted by VENDOR.

B. **OUTCOMES:**

1. Include immediate and long-term outcomes that are specific to the program/services as set forth in the statements of qualifications/proposal.
2. Total number of successful program completions;
3. Reduction of drug or alcohol use by Clients; and
4. Positive reports from schools as to the drug and alcohol abuse education.

1.9 Negotiation. VENDOR will document performance measures and evaluation criteria. DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.10 Diagnosis. In its treatment of Clients, VENDOR shall:

a) Provide appropriate chemical dependency treatment as designated by a documented Axis 3/Medical diagnosis substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the VENDOR;

b) VENDOR is responsible to identify needs of Clients that are beyond the scope of VENDOR'S Services and make appropriate referrals in such circumstances; and

c) Develop and implement procedures for Services (or referrals) for Clients with dual diagnosis and/or mental and physical disabilities to include primary care needs within the scope of the Client's clinical needs.

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

a) Document on a weekly basis the Client's level of participation and compliance with treatment goals and objectives; and

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

1.12 Discharge. The discharge of any Client shall be made in accordance with the appropriate discharge plan, medical plan and any additional instructions in assisting with the success of the Client upon discharge and will be forwarded to the appropriate referring parties or agencies, if applicable.

1.13 Referrals. VENDOR is responsible for any and all additional referrals for treatment services upon discharge which would aid in the Clients and families recovery success. Assurances must be made that any such referral made is to appropriate licensed and/or certified substance abuse treatment programs.

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

1.15 Policies and Procedures. VENDOR will have a complete set of policies and procedures which provide the necessary clinical and programmatic guidelines and make them available to the DEPARTMENT upon request when needed. The VENDOR will develop an agreed upon procedure with the Department in reporting any type of incident or accident within the Facility.

1.16 Orientation and HIV Counseling. VENDOR shall provide orientation to Clients regarding substance abuse treatment and support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.17 DEPARTMENT Coordination and Approvals: VENDOR will be responsible to seek any approvals required for additional treatment or transition of treatment by the appropriate referring agency, if applicable. DEPARTMENT will not be accountable for any treatment decisions or any treatment referrals made by VENDOR.

1.18 Cost of Services. Neither Hidalgo County, DEPARTMENT or any other county entity will be held accountable for any of the costs incurred for providing any of the Services hereunder. VENDOR will be fully accountable for all billing/collections and verification of benefits from the Clients.

1.19 Requirements in the event of a Declared Emergency:
In the event of a man-made or natural emergency event as designated by Hidalgo County Judge and/or the Texas Department of Emergency Management (TDEM) (i.e. hurricanes, wildfires, bioterrorism, etc.), Hidalgo

County has the right to utilize the Facility for no more than ten (10) working days or fourteen (14) calendar days as an emergency response operations facility as designated by the Hidalgo County Judge.

1.20 Encouragement of Academic Partnerships:
VENDOR is encouraged to partner with the various accredited institutions of higher education located in Hidalgo County, Texas to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the TDSHS rules and guidelines.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

2.6 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with Hidalgo County or DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, Hidalgo County and/or DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Safety Requirements. DEPARTMENT shall maintain the physical plant of the Facility in compliance with all applicable local codes. VENDOR shall maintain the Facility in compliance with TDSHS Licensure Rules as applicable.

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

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

3.4 Duties and Obligations. VENDOR shall provide the Services at the Facility in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, In the event that the VENDOR can no longer provide Services in adherence to State/Federal guidelines or in accordance with the Operational Plan, Hidalgo County, Department or its representative may terminate this Agreement upon thirty (30) days written notice.

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

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

3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Client through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released except in accordance with Article IX hereof by a signed information release form. VENDOR shall notify DEPARTMENT in writing if any legal process requires disclosure of a Client's record and shall obtain written acknowledgment of same. Neither the Department or Hidalgo County will be responsible or accountable for any violations of confidentiality.

3.8 Termination at Will. Hidalgo County or the Department may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the VENDOR thirty (30) days prior written notice. VENDOR's only obligation upon termination of this Agreement pursuant to this section shall be to provide Services until the date of termination.

3.9 Record Retention. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification if any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records will be in accordance with all State and Federal guidelines for an outpatient primary care and substance abuse facility.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

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

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the Operational Plan, where required, including accountability for all expenses, compliance with DEPARTMENT policies, and applicable federal and state laws and regulations. Ignorance of any provisions or other requirements of this Agreement including all exhibits attached hereto shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall develop and implement written internal policies that may be reviewed by the Contract Monitor to ensure that members of the VENDOR's governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

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

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

4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDSHS the following:

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

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

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

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

4.8 Specific Measures. All terms of this Agreement are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article 1.8 herein.

4.9 Equipment. DEPARTMENT will provide communication equipment, computer access and maintenance of such equipment. VENDOR will be held accountable to repair/replace any of the equipment provided by the Department if it is damaged, stolen or misused by the VENDOR and/or Clients.

ARTICLE V
DEFAULT AND TERMINATION

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

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and/or

c. The discovery by DEPARTMENT that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 (a) hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) take action to cure the Event of Default, or (b) terminate and remove VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County and/or Department under this Agreement, County and/or Department may terminate this Agreement upon ten (10) days written notice to VENDOR. County and/or Department agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

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

A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;

4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6. Claims for damages based on violations of civil rights;

7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain and provide proof of insurance incorporated in this Agreement as "Exhibit C", which will also include any subcontractor that is subcontracted by the VENDOR in at least the following limits, to be in place prior to providing any services under this Agreement and to continue at all times, naming Hidalgo County as an additional insured.
   1. VENDOR shall carry Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars ($500,000) per occurrence, or limited to claims made, including at least five (5) year extended reporting period;
   2. VENDOR shall carry Comprehensive General Liability insurance policy with limits of Five Hundred Thousand Dollars ($500,000.00) providing additional coverage to all underlying liabilities to the COUNTY;
   3. VENDOR shall carry Automobile Liability insurance policy with limits of at least Three Hundred Thousand ($300,000.00) per person and Five Hundred Thousand ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to COUNTY hereunder.

4. VENDOR shall carry Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. VENDOR shall carry Worker's Compensation insurance in amounts established by Texas Law, unless the VENDOR is specifically exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

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

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

ARTICLE VII
INDEPENDENT CONTRACTOR

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

ARTICLE VIII

VENDOR'S RESPONSIBILITIES REGARDING USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI")

8.1. General: VENDOR agrees to

(a) hold all Protected Health Information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by VENDOR from or on behalf of DEPARTMENT or third parties;

(b) be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996, PL 104-191, the HIPAA regulations (codified at 42 CFR Parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, collectively referred to herein as "Privacy Requirements.";

(c) cooperate with the Texas Medicaid Fraud Control Unit and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations that are required as a result of VENDOR's Services to DEPARTMENT. Compliance with this paragraph is at VENDOR's own expense.

8.2 Representations: VENDOR represents that it is familiar with Privacy Requirements, State HIV/AIDS and mental health information, and State and Federal drug/alcohol-related health information.

8.3 Survival of Privacy Provisions: VENDOR's obligations with regard to PHI shall survive the termination of this Agreement.

8.4 Amendment Related to Privacy Requirements: The Parties agree to take such action as is necessary to amend this Agreement if Department, in its reasonable discretion, determines that amendment is necessary for Department to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended, and any other law or regulation affecting the use or disclosure of PHI. Any ambiguity in this Agreement shall be resolved to permit Department to comply with the Privacy Requirements of HIPAA and TEX. HEALTH & SAFETY CODE ANN. §§ 181.001 *et seq.*, as amended.

8.5 *Indemnification. VENDOR agrees to indemnify and hold harmless* Department *and/or Hidalgo County, it's elected officials, officers, employees, and agents (individually and collectively "County Indemnities") against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Agreement relating to the Privacy Requirements by VENDOR, or (b) any negligent or wrongful acts or omissions of VENDOR or its employees, directors, officers, subvendors, or agents, relating to the Privacy Requirements including failure to perform their obligation under the Privacy Requirements.*

8.6 Access to Books and Records of VENDOR

VENDOR agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the County Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the Services provided by VENDOR. VENDOR agrees to allow such access until the expiration of four (4)

years after the Services are furnished under this Agreement. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Service ("CMS"). VENDOR allows similar access to books, records, and documents related to contracts between VENDOR and organizations related to or subcontracted by VENDOR, as defined by the regulations of CMS.

8.7 E-Mail Addresses

VENDOR affirmatively consents to the disclosure of its e-mail addresses that are provided to the Department including any agency or department of Hidalgo County. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by VENDOR and agents acting on VENDOR's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8.8 Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to DEPARTMENT:
Health and Human Services Department
1304 South 25th
Edinburg, Texas 78539

With a Copy To:
County of Hidalgo
Attn: County Judge
1615 So. Closner, Ste. J
Edinburg, Texas 78539

If to VENDOR:
Serving Children and Adolescents in Need, INC.
Attn: Isela S. Dabdoub
2347 E. Saunders, Ste. B
Laredo, Texas 78041

ARTICLE IX
MISCELLANEOUS PROVISIONS

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

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

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

9.4 **LAW OF TEXAS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO TEXAS.**

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

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

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

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

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

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

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

Executed effective as of the day and year first written above.

Approved by Commissioners' Court of Hidalgo County on this the **20th** day of September, 2011.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/20/11 RW

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

VENDOR: Serving Children and Adolescents in Need, Inc.

BY: _____

TITLE: CEO

DATE: 09-23-2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
281 405 8866	281 405 8356	
EFG Insurance Agency Inc 600 Kenrick Dr. Ste B-10 Houston,, TX 77060		

CONTACT NAME:	EFG Insurance Agency Inc / Henry A Vogel	
PHONE (A/C, No, Ext):	281 405 8866	FAX (A/C, No): 281 405 8356
E-MAIL ADDRESS:	gm@efgia.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	
INSURER B : Texas Mutual	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED		
936 724 511	956 725 8367	
Serving Children & Adolescents in Need 2347 E. Saunders St Suite B Laredo, TX 78041-5434		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK765621	09/01/2011	09/01/2012	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			PHPK765621	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp & Collission	$ 1,000,000 $ $ $ $ 50,000
A	☑ UMBRELLA LIAB ☑ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			PHUB357494	09/01/2011	09/01/2012	EACH OCCURRENCE AGGREGATE Prod/Comp.Operat	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001074931	12/22/2010	12/22/2011	☑ 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
A	Professional Liability			PHPK765621	09/01/2011	09/01/2012	Each Professional Incident: Incident: $ 1,000,000 Aggregate Limited: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A) PHSD648198: Flexi Plus Five: Limit of Insurance: $ 1,000,000 Deductible: $ 2,500
A) PHSD648198: Crime Protection Plus: Limit of Insurance: $ 1,000,000 Deductible: $ 5,000

CERTIFICATE HOLDER

For Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Henry A Vogel

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AI-33931 **12. C.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to substitute the following items previously approved through Commissioner's Court (8/14/2012 Regular agenda item #AI-33581) as vendor does not have original items and is supplying the following with JP Collection Project using the Justice Court Technology Fund:

Previous Item	Qty.	Price
THINK CENTRE EDGE 71 SFF CORE i3-2120 3.3GHz/ 3MB/ 4GB/ 320GB/ DVD SM/ GigNIC/ W7P64	60	$459.00/each

New Item	Qty.	Price
THINK CENTRE EDGE 72 SFF Pentium DC G640 2.8GHz/ 4GB/ 500GB/ DVD SMDL/ GNIC/ W7P64	60	$432.12/each

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1242-412-00-060-001-0-665

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available through Req#222070 in the amount of $25,927.20 as of 8/30/12 for GOVCONNECTION, Inc.

Attachments

Requisition

Quote

Web price

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 05:12 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:21 AM
Erika Zamora	Erika Zamora	08/30/2012 11:26 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Matilde Faz Started On: 08/29/2012 09:55 AM

Final Approval Date: 08/31/2012

Requisition

Req # 00222070

PO #

Date: 08/29/12

Consent #33931 9/11/12

Bill To: x
x

Vendor : 272906

GOVCONNECTION, INC.
7503 STANDISH PLACE
ROCKVILLE MD 20855
FAX (603)683-0014

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: TCPN R5110

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 23241997.04 TCPN R5110		
		DO NOT DUPLICATE ORDER		
60.00	EACH	CO 14582283 THINK CENTRE EDGE 72 SFF PENTIUM DC G640 2.8GHz / 4GB/500GB / DVD SMDL / GNIC / W7P64	432.12	25,927.20
		Account No	Encumbrance	
		2-1242-412-00-060-001-0-665	25,927.20	
			Freight	.00
			Total	25,927.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

GovConnection™
IT Solutions for Government and Education

ORDERING INFORMATION:
GovConnection, Inc.
TCPN
Contract # R5110

EXPIRATION:	**10/31/2012**
TERMS:	**NET 30**
FOB POINT:	**DESTINATION (within Continental US)**
MAXIMUM ORDER LIMITATION:	**NONE**
DELIVERY TIME:	**1-30 DAYS ARO**
FEIN:	**52-1837891**
DUNS NUMBER:	**80-967-8782**
BUSINESS SIZE:	**LARGE**

Ordering Address:
GovConnection, Inc.
732 Milford Rd.
Merrimack, NH 03054

Remittance Address:
GovConnection, Inc.
PO Box 382810
Pittsburgh, PA 15250-8810

Sales: 800-800-0019

If you require a hard copy invoice for your credit card order, please visit the link below to print one:

https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23241997.04

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: August 29, 2012
Valid through: September 28, 2012
Account #:

Account Executive: Brian K Massey
Phone: 800-800-0019
Fax: 603-683-1514
Email:

QUOTE PROVIDED TO:
AB#: 12269629
HIDALGO COUNTY
INFORMATION TECHNOLOGY
100 E CANO ST FL 4
EDINBURG, TX 78539

SHIP TO:
AB#: 12269630
HIDALGO COUNTY
STAN RAMOS
100 E CANO ST FL 4
HIDALGO COUNTY INFORMATION TECHNOLOGY
EDINBURG, TX 78539

DELIVERY	FOB	TERMS	CONTRACT ID #
1-30 Days A/R/O	Destination	NET 30	R5110

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	1	60	14582283	3493EKU	ThinkCentre Edge 72 SFF Pentium DC G640 2.8GHz / 4GB / 500GB / DVD SMDL / GNIC / W7P64 Lenovo Commercial Systems	$432.12	$25,927.20
	2				TCPN Contract pricing is $436.21 for 3493EKU		
		Lines: 1				Total Merchandise	$25,927.20
						Fee	
						Ship Via: R&L Carriers	1,220. pounds
						Shipping and Handling	$0.00
						Tax	
						TOTAL	**$25,927.20**
						* Lease for as low as:	

GovConnection
1.800.800.0019

Gov is all you need™

My Basket Detail

Product Description	Availability	Qty	Unit Price	Total	Select
Lenovo TopSeller ThinkCentre Edge 72 SFF Pentium DC G640 2.8GHz 4GB 500GB DVD SMDL GNIC W7P64 **Mfr:** Lenovo, Inc. **Mfg. Part #:** 3493EKU Related Products	Limited Quantities Available Est. Ship: Call for Availability **Item#:** 14582283	60	$436.21	$26,172.60	☐
Service Plan Available serviceconnection More Info | Add Service Plan					
Ergotron Universal Computer CPU Holder **Mfr:** Ergotron, Inc. **Mfg. Part #:** 80-105-064 Related Products	In Stock Est. Ship: Ships Today **Item#:** 12133530	60	$32.30	$1,938.00	☐

CLEAR BASKET | ADD MORE ITEMS BY # | UPDATE | DELETE

Estimated Shipping for 78577: Change ZIP

Shipping Method	Estimated Shipping*
Best Way - Ground	$798.18
Best Way - 2nd Day	$2,859.55
Best Way - Overnight	$4,530.70

Actual cost will be determined once a complete shipping address has been entered.

* Applicable shipping discounts will be applied at checkout

Subtotal: **$28,110.60**
Before Tax and Shipping

Vendor Programs

HP PurchasEdge: ADD

Add More Products

Add product(s) by item#: ADD

CREATE QUICKLIST | SAVE AS CART | REQUEST QUOTE

Customers who purchased this item also bought:

Ergotron LX Dual Stacking Arm Mount	Ergotron NEO-FLEX UNDERDESK KEYBOARD ARM	Ergotron LX Wall Mount Arm for Flat Panel	PC Connection Cat6 UTP 500MHz Gigabit Ethernet Patch Cable, Blue, Snagless, 3ft
$208.07	$104.87	$111.40	$2.54
Qty: 1	Qty: 1	Qty: 1	Qty: 1
ADD TO CART	ADD TO CART	ADD TO CART	ADD TO CART






Secure Payment

BEGIN SECURE CHECKOUT

ABOUT US
Contact Us
Our History
Investor Relations
Press Releases
CAREERS
Benefits
Events
Locations
Openings

AI-33902 **12. D.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of clarification on action taken on July 24, 2012, of an error as displayed on page 5 of Amendment submitted by Texas.gov Contracts, stipulating "Brooks County" and whereas it has been corrected by Texas.gov to reflect "Hidalgo County".

BACKGROUND

Page Five requires for County Judge to initial said revised page. Said agreement provides customer services through the Texas.gov services for eFiling and ePay services as provided by the County Clerk and District Clerk Offices through this agreement at no cost to Hidalgo County.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact, since this is only for clarification purposes.

Attachments

Previous Agenda Documentation

Revised page and correspondence

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 09:28 AM
Budget & Management	Merlen P. Munoz	08/30/2012 08:18 AM
Sylvia Solis	Sylvia Solis	08/30/2012 10:46 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Vangie Garcia Started On: 08/28/2012 01:18 PM

Final Approval Date: 08/31/2012

APPROVED

AI-33262 **Purchasing Department** **40. A. 0.**
CC REGULAR
Meeting Date: 07/24/2012
Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an "Amendment" to the current DIR Contract No. DIR-SDD-IC427(approved by CC-12/01/09) as submitted by Texas.gov Contracts, acting by and through the Texas Department of Information Resources and Texas NICUSA, LLC., for the purposes of a transition that will begin September 1, 2012 with new fees, terms and conditions as utilized by the Hidalgo County Clerk and District Clerk Offices.

BACKGROUND

Said service customer agreement provides the Texas.gov services for eFiling and ePay services for Hidalgo County Clerk and District Clerk Offices.

Fiscal Impact

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

BUDGETARY IMPACT:

This is at no cost to the County-rates are incurred and paid by customers utilizing these on-line services as offered by the County Clerk and District Clerk Offices through this contract with Texas NICUSA.

Attachments

Current Agreement with Texas NICUSA
Amendment to agreement and legal's approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/19/2012 04:36 PM
Budget & Management	Merlen P. Munoz	07/19/2012 04:50 PM
Purchasing Department	Marty Salazar	07/19/2012 04:36 PM
Budget & Management	Merlen P. Munoz	07/19/2012 04:50 PM
Sylvia Solis		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 07/13/2012 05:03 PM

texas.gov

100 Congress Avenue
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Austin, Texas 78701
tel 512.651.9300
fax 512.651.9334

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June 28, 2012

Arturo Guajardo Jr.
County Clerk
Hidalgo County
100 N. Closner
Edinburg, Texas 78540

RE: Customer Agreement Amendment for eFiling services

Dear Mr. Guajardo Jr.:

As you are aware, the Texas eFiling program is entering a period of transition that will begin September 1, 2012. As detailed in the letter from the Office of Court Administration (OCA), dated June 1, 2012, the transition requires new fees and new terms and conditions, requiring an amendment to your Texas.gov Customer Agreement.

Attached is the Customer Agreement amendment supporting the following changes:

- The OCA and Texas Supreme Court anticipate requiring eFiling services from Texas.gov through February 2014.
- The Customer Agreement for eFiling will expire at the same time the Texas Supreme Court eFiling Agreement expires or is terminated.
- Early termination of the Customer Agreement requires 12-months prior written notice.
- The eFiling and eService fees have been increased by $1 each.

Please have the appropriate individual with signatory authority sign the amendment and return the executed document no later than August 31, 2012, via electronic delivery or via postal service to the following address:

Texas.gov Contracts
100 Congress Ave. Suite 600
Austin, TX 78701
TXNICUSA-Contracts@egov.com

We will continue to update you on the progress of the transition, communications with constituents, and materials that will assist you in updating your website, written materials, etc. so that you can better serve your constituents. We will also be working with OCA to communicate with constituents regarding the transition to the new vendor for Texas eFiling.

We appreciate your continued support of the eFiling service and will work diligently to ensure a smooth transition. Please contact our Contract Manager, Brittany Perkins via phone at 512.501.5981 or email bperkins@egov.com, should you have any questions or comments.

Respectfully,

Erin Hutchins
Director of Portal Operations
Texas NICUSA, LLC

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, July 18, 2012 4:21 PM
To: 'Mayra Rangel'
Subject: RE: TEXAS NICUSA

Will do, appreciate your response.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 1856
email: evangelina.garcia@co.hidalgo.tx.us

From: Mayra Rangel [mailto:mayra.rangel@co.hidalgo.tx.us]
Sent: Wednesday, July 18, 2012 4:06 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: 'The Honorable Laura Hinojosa'; 'Stephanie Palacios'; 'Ricardo Contreras'; 'Nilda Vanhook'
Subject: RE: TEXAS NICUSA

Good afternoon Evangelina,

Ms. Hinojosa has approved to proceed with agenda item. If you should have any questions, please do not hesitate to call me at 956.289.7808 or Ms. Hinojosa at 956.318.2200 ext. 6251.

Thank you,
Mayra Rangel

From: Stephanie Palacios [mailto:stephanie.palacios@co.hidalgo.tx.us]
Sent: Monday, July 16, 2012 3:08 PM
To: 'Mayra Rangel'
Subject: FW: TEXAS NICUSA

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, July 16, 2012 11:31 AM
To: 'Stephanie Palacios'
Cc: 'Martha Salazar'
Subject: TEXAS NICUSA

Good Morning Stephanie:
Hope you are doing fine, listen, please brief Ms. Hinojosa on the following so that I may proceed with an agenda item.

Back on December 1, 2009 (see attachment), an agenda item was approved with "TEXAS NICUSA"-DIR CONTRACT for the E-Pay and E-Filing Services for both the County Clerk and District Clerk Offices.

AMENDMENT 1 TO THE CUSTOMER AGREEMENT
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND,
TEXAS NICUSA, LLC
AND
HIDALGO COUNTY

Purpose: The purpose of this amendment is to edit the Customer Agreement.

Whereas, effective January 1, 2010, the Texas Department of Information Resources (DIR), Hidalgo County (Customer), and Texas NICUSA, LLC (Vendor) entered into a Customer Agreement to provide Texas.gov services.

BACKGROUND

The Office of Court Administration (OCA), the Texas Supreme Court, and the Judicial Committee on Information Technology (JCIT), have jointly extended eFiling service through Texas.gov, for up to 18 months, to February, 2014, to accommodate OCA procurement of a new eFiling provider and transition to the new solution.

AUTHORITY

This amendment is coterminous with the Texas Supreme Court Customer Agreement for the eFiling service.

EFFECTIVE DATE

This amendment is effective as of **September 1, 2012.**

For good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby amend the Customer Agreement as follows, all other terms and conditions remain the same.

1. Edit Customer Agreement:

    1.1. Customer Agreement—Standard Terms and Conditions, delete Section 10 in its entirety and replace with the following:

    10. Termination

    10.1 The Customer Agreement is effective on September 1, 2012 and expires no later than the earlier of February 28, 2014 or the termination or expiration of either the TexasOnline 2.0 Master Agreement or the Texas Supreme Court eFiling Customer Agreement, unless this Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.4 below.

    10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of

such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, DIR and Vendor may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 90-day prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, Customer may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 45-day prior written notice.

10.6 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through Texas.gov, if the Customer terminates the Customer Agreement for convenience or lack of funding prior to August 31, 2013 and before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.7 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given anything of value to an officer or employee of Customer or the State of Texas in violation of State law.

2. Replace Exhibit A in its entirety with the attached Exhibit A to apply the following changes:

2.1. Edit Fee Schedule – Section 1. Electronic Filing Manager (EFM) Application, as follows:
2.1.1. Update Texas.gov Filing Fee

2.1.2. Update payment terms

3. Add Exhibit B in its entirety with the attached Exhibit B.

AGREED AND ACCEPTED:

Vendor:

By: Erin Hutchins

Print Name: Erin Hutchins

Title: Director of Portal Operations

Date: 6/28/12

Texas Department of Information Resources:

By: _____

Print Name: Carl D. Marsh

Title: Chief Operating Officer

Date: _____

Legal: _____

Customer:

By: Ramon Garcia

Print Name: Ramon Garcia

Title: Hidalgo County Judge

Date: 7/26/12

Phone: 956-318-2600

Email: _____

ATTEST: Arturo Guajardo Jr.

ARTURO GUAJARDO, JR., COUNTY CLERK

Exhibit A: Amendment 1

Customer: Hidalgo County

List of Application(s) Supported Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application A. Court Intake Application B. Court Profile C. Court Registration D. Filer Registration E. Payment Services

List of Service(s) Provided Under this Customer Agreement
• **Electronic Filing Manager (EFM) Application** • Electronic Payments System Credit Card Authorization Services/Settlement Services • Electronic Payments Chargeback Services • Filing Purge Services • Customer Information Center Services for Government Entity Applications • Customer Information Center Services for Electronic Payments transaction services • TexasOnline Hosting and Application Service Provider (ASP) Services • TexasOnline Training • Strategic Outreach • Physical Environment Management • Network Infrastructure Management • Hardware Management • Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the Texas.gov Services Fees required from the Internet user for each completed transaction.

Service Type	Texas.gov Services Fee
Electronic Filing Manager Court Intake Services	• $5.00 Texas.gov Filing Fee • $2.00 Customer Fee
Credit Card Payment Processing (not applicable to Indigent Filing)	2.25% of all fees collected – Credit Card Payment Processing Fee

- Vendor will be paid a Texas.gov Filing Fee plus the Credit Card Payment Processing Fee as indicated in the above table.
- Vendor will process payment and pay to Customer the Customer Fee identified in the above table along with the statutory filing fees associated to filing cases in Brooks County as approved by the Department of Information Resources Board.
- Vendor will pay any applicable credit card fees per the terms of its agreement(s) with the payment card companies.
- Vendor is responsible for processing Texas.gov Filing Fee refunds.
- Customer is responsible for processing all Customer Fee refunds.
- Customer is responsible for financial reconciliation of chargebacks and any associated fees.
- Vendor understands and agrees that Vendor may not change the Customer Fee unless the Vendor receives the express written approval of the Customer and approval by the DIR Board.

Customer Initials & Date

9/28/12
Vendor Initials & Date

Exhibit B: Application and Services Description

The Vendor offers a variety of support services to Customers. The specific list of services and applications that Vendor has agreed to provide to Customer under this Agreement are set forth in Exhibit A of the Agreement between the Customer and Vendor.

The following table is a comprehensive list of all services currently offered by Vendor, and may be amended from time to time by Vendor.

Service	Description
A. Electronic Payment Engine Payment Interface Services	Vendor will provide a Payment interface ("Electronic Payment Engine") that will be hosted at a Vendor web site. The Customer applications will pass encrypted transaction data to the site using a secured connection. The interface will include: • SSL 128bit encryption or greater secure interface to Electronic Payment Engine • Pre-load validation of record packet submitted by the Customer application • Response record packet returned to the Customer application If the Customer is hosting the application, they will be responsible for submitting to Electronic Payment Engine, hosted by Vendor, the required record as specified in the Texas.gov Payment Engine, Payment Services Specifications.
B. Electronic Payment Engine Credit Card Authorization Services/Settlement Services	• Vendor will provide authorization and settlement transaction services for credit cards (Visa, MasterCard, Discover, and American Express). • Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128bit) interface. • Each incoming transaction will be logged for auditing. • Pre-authorization validation will be performed against the payment record, which includes all required information to process an electronic payment. • If valid, the transaction will be submitted for approved credit and process authorization. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing. • The cutoff for transactions will be 2:00 a.m. ET daily. • The processor will transfer all funds to the Customer bank account. Vendor is not responsible for actual fund transfers.
C. Electronic Payment Engine ACH Services	For Automated Clearing House (ACH), Vendor will provide the following services: Vendor will receive the encrypted pay request transaction

	through a secure (minimum SSL 128 bit) interface. • Each incoming transaction will be recorded for auditing. • Pre-authorization validation will be performed against the payment record, to verify that all information required to process an electronic payment is provided. • If valid, the transaction will be authorized using current financial data. Only the ABA routing number is validated. • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing.
D. Automated USAS Interface	Vendor will prepare a file of online transactions and forward it to the Comptroller each banking day. In turn, the file is provided to the Customer via the Comptroller. The file will be formatted according to the specification defined in the Texas.gov Payment Engine Specifications.
E. Application for Electronic Payment Engine Refund Services for Credit Cards	Vendor will provide an online, secured application for the Customer to access in order to process refunds to Visa, MasterCard, American Express, and Discover. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund. • Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the credit card processor for settlement, which will result in funds being debited from the Customer's accounts and the user's card being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Comptroller each day as a batch file. Transfers will only occur on bank business days. • The Customer will be able to print and save a record of the refund transaction.
F. Application for Electronic Payment Engine Refund Services for ACH (non-USAS Vendor)	Vendor will provide an online, secured application for the Customer to access in order to process refunds to ACH transactions. • Only authorized users will have access to the Refund application, which will be controlled by login. • A unique identifier for the transaction that is being refunded will be required to initiate the refund.

	• Users will enter the Customer program specific data and the amount to be refunded. • The transaction will be submitted to the NACHA network for settlement, which will result in funds being debited from the Customer's accounts and the user's bank account being credited with the refund. • Incoming and outgoing transactions will be recorded for audit. • Refund transactions will be included with other authorized transactions that are sent to the Customer each day as a batch file. Transfers will only occur on bank business days. The Customer will be able to print and save a record of the refund transaction.
G. Hosting Support Services	Vendor may provide services related to the support of Texas.gov. These services include, but are not limited to: • Application hosting • Architecture development and/or review • Security services as they relate to the Master Agreement • System monitoring and administration • Log-in credentialing • Offsite back-up storage • Operational maintenance • Remote management • SSL certificate services

H. Texas.gov Authentication Service	• Section 2054.271 of the Texas Government Code allows for Texas.gov to authenticate customers against Customer databases in lieu of requiring a signed or notarized document.
	  • The Texas.gov Authentication Service is a web service that allows the Customer to collect data from a user and verify that the data elements match the Texas.gov Authentication Database.
	  • Vendor provides Texas.gov Authentication Service
	• Customer agrees to use the service solely for the Customer Application specified in Exhibit A.

I. Helpdesk Services for Texas.gov Applications	Vendor may provide first through third level customer support through the Texas.gov Helpdesk. Level 1 Support duties: • Responding to user phone calls via a published toll free number • Responding to user email queries via a published help desk email address. • Following established procedures to answer questions

	• Escalating issues that are not resolved to Level 2 support • Recording all issues in a tracking system. Level 2 Support duties: • Responding to phone calls escalated from Level 1 support • Responding to emails escalated from Level 1 Support • Following established procedures to answer questions and issues • Escalating issues that are not resolved to Level 3 Support • Recording issue resolution into the tracking system Level 3 Support duties: • Responding to issues escalated from Level 2 support • Conducting a systems analysis to determine cause for issue • Development of a work around or fix for the issue Vendor may provide Level 1 and Level 2 support for the Customer hosted application(s) through the Texas.gov Helpdesk. If Helpdesk support is not able to resolve the issue, the issue will be escalated to the Customer for Level 3 support. For Texas.gov Hosted applications, Vendor may provide Level 1 through Level 3 support. A live call center operation will handle user phone calls and email 24 hours a day, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if Vendor determines that peak usage of the Framework is at times other than those described above. The call center services are offered in English and Spanish.
J. Change Management	Change Management is a process used to ensure that changes are introduced and managed in a way that provides quality assurance and prevents unnecessary changes. The process is described in the Master Agreement, Exhibit H: Governance, Attachment H1: Policies and Procedures Manual, Section 6.3 Change Management Process.
K. Texas.gov Service Desk	The primary point of contact for Customers regarding day-to-day customer, technical, and planning support. Additionally, the Service Desk will be responsible for providing communications regarding impairments and outages.
L. Filing Purge Services	• Customer will check and accept or reject all filings on at least a daily basis. • Vendor will purge all filings 10 days after the Customer acts on the filing by accepting or rejecting the filing.

	• All filings will be purged no later than 30 days after they are submitted by the filer.
M. Texas.gov Training	Vendor will provide training support documentation on the appropriate use of the Texas.gov EFM.
N. Physical Environment Management	Vendor will provide physical security and access management, protected power supply, air conditioning and fire suppression through its eGovernment Data Center.
O. Network Infrastructure Management	• Vendor will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the Texas.gov EFM located at Vendor's eGovernment Data Center. • Vendor will manage all the Texas.gov EFM resources necessary to get users to Customer's applications and return the information to them. This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices.
P. Hardware Management	• Vendor will provide Hardware Installation, Hardware Management and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will install and maintain Texas.gov EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required.
Q. Operating System Administration	• Vendor will provide Operating System Software installation, configuration, optimization, and support for Texas.gov EFM components located at Vendor's eGovernment Data Center. • Vendor will create the underlying Texas.gov EFM environment and work with Customer to ensure that systems are configured and tuned appropriately to support the needs of Customer applications.
S. Point of Sale Payment Services	• Vendor will provide application for over-the-counter processing and a magnetic card reader for credit card data collection. • MagTek devices encrypt data at the moment of swipe for data security and meet PCI DSS compliance requirements.
T. Card-swiping Device-Support	Vendor will provide specialized Service Desk support to assist Customer with changes, upgrades, and replacement of MagTek card-swiping devices used for data collection, ID validation, and access control at the point of sale (POS).

Electronic Filing Manager (EFM) Application: Specific Descriptions and Definitions

Vendor Obligations

Service	Description
A. EFM Training	Vendor agrees to provide training to the Customer concerning profile, intake functions and financial reconciliation related to the services provided under this Agreement. Vendor agrees to assist the Customer in understanding and implementing the security policies and procedures as needed.
B. EFM Privacy and Security	Vendor agrees that the Customer's information is owned by the Customer, and Vendor agrees that it will not use the Customer's information for any purpose except as authorized by the Customer. Vendor will make commercially reasonable efforts to meet the security standards described in the Master Contract and provide for the security and integrity of all information obtained pursuant to this Agreement.
C. EFM Service Levels - Page Loading Time	Vendor will provide page loading time to the User on an average of 5 seconds, measured at the Web server. • Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages. • Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment. • The User is the third party who requests service. • Submission of the filing by the filer is exempted from the average loading time commitment. Under no circumstances shall the Customer be construed to be the User under this Agreement.
D. EFM Service Levels- Up-Time and Availability	Vendor will provide up-time and availability of the Texas.gov network and electronic payment system of 99.5%. • Service level will be measured monthly by Vendor. • Vendor reserves the right to restrict the size of eFiling attached documents to preserve performance commitments. The following will <u>not</u> be included in Vendor's up-time and availability computation: • Scheduled and planned outages for the purposes of upgrades or maintenance. Upon receipt of TDIR approval, Vendor will promptly notify the Customer of all scheduled and planned outages. • All outages will be scheduled with a minimum of 72 hours of advance notice to the TDIR, and shall occur only during non-peak hours, unless otherwise agreed

	by the parties. • If less than 72 hour notice is given or the TDIR does not approve the upgrade or maintenance, the outage will be considered down-time. Special Circumstances • The Customer may request an outage with respect to services and that outage will not be considered down-time. • If systems or components not owned, controlled, or contracted by Vendor fail resulting in an outage, that outage will not be considered down-time, unless the cause of the failure can be shown to have been a result of Vendor negligence or malfeasance. • Service outages caused by the failure of the Customer's application code or Customer maintained portions of the application or infrastructure are not considered down-time.
E. EFM Service Failure	If for any reason Texas.gov or Vendor are unable to electronically receive or transmit a document, then Vendor will deliver the document to the Customer in a form acceptable to the Customer by 5 p.m. on the first business day following Vendor receipt of notice from the Customer of the failure.
F. EFM Convenience Fee	Vendor will submit convenience fee change requests to DIR for approval and fee changes will be implemented within thirty (30) days of approval. • The convenience fee charged to users of Texas.gov will be clearly indicated to users. • Users will be required to give explicit confirmation that they have agreed to pay the convenience fee.
G. EFM Unsuccessful Payment	It is the Electronic Filing Service Provider's responsibility to collect the payment amount from the filer for all filings submitted with unsuccessful payment. Outstanding funds for all filings that are accepted without successful payment for a given month will be transferred from the Vendor Bank account to the Customer's bank account by the tenth (10th) business day of the following month.
H. EFM Electronic Payments Chargeback Services	Vendor and the Customer will develop mutually acceptable procedures for the Customer to follow in order to process chargebacks for applicable credit card transactions.
I. EFM Information Center (CIC) Services for County Applications	Vendor will provide first level customer support for the Customer applications through the Texas.gov CIC. • First level support includes responding to phone calls

	and email requests for assistance in using the application. • Questions that cannot be answered by a first level technician will be forwarded either to the Customer contact or level two support for resolution. • First and second level support is limited to technical support regarding the Texas.gov network or availability and application functionality. Customer business questions or filing rules, as they pertain to eFiling, are the responsibility of the Customer. • Questions that require the Customer's response will be forwarded to the Customer for resolution. • Users will be referred appropriately. A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.
J. EFM Customer Information Center Services for Electronic Payment Transaction Services	Vendor will provide first through third level customer support through the Texas.gov CIC for the payment transactions processed through the Electronic Payments System. • First level support includes responding to phone calls and email requests for assistance in using the application. • Questions that require a Customer response will be forwarded to the Customer contact for resolution. • Questions that require the Electronic Payments Systems investigation or response will be forwarded to the Electronic Payments Customer Support areas. A live call center operation will handle user phone calls daily from 7:00a.m. to 7:00p.m. CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement.
K. EFM Texas.gov Hosting and Application Service provider (ASP) Services	Services provided by Vendor include all services related to the hosting of eFiling applications including: • Application design • Database design and setup • Standard interface design to meet the statewide court filing standard. • Interface design for exchange between Texas.gov and the Electronic Payments System • Support secure communications standards between

	Texas.gov and the Customer. • Application development and testing. • Page and form development • Continued application enhancements and modifications. • Applications support and maintenance
L. EFM Strategic Outreach	Services provided by Vendor include the following strategic outreach services: • Provide a sample communication plan for the Customer; and if appropriate, consider the possibility of a joint marketing plan and/or expenditure with the Customer.
M. EFM Web Service Interface	Service provided by Vendor to provide the Customer with a standard interface for the exchange of files.

Customers Obligations

Service	Description
A. EFM Financial Information **EFM Financial Information (cont.)**	Not later than 60 days prior to implementation, the Customer must provide to Vendor banking information for all required financial accounts including, but not limited to: • Customer's Financial Contact's Name, Title, Mailing Address. Telephone Number, and Email Address. • Customer's Bank's Name, Address, Account Number, and ABA number. • Customer's Bank's Contact Name and Phone Number • Voided Check or Bank letter on Customer's Bank's Letterhead The required financial information is subject to change according to what is needed to correctly process fees and disburse payments to the Customer. Vendor shall maintain the confidentiality of the Customer's banking information by keeping it in a secure location and Vendor shall not use the information for any purposes whatsoever, other than those consistent with this Agreement.
B. EFM Testing Applications and Interfaces	The Customer is responsible for testing the performance of the following: • Customer produced and maintained applications and interfaces to Texas.gov and; • the User acceptance eFiling services and enhancements. The Customer and Vendor agree to one forty-five (45) day Pilot Phase beginning on the inception of service so that the

	Customer can evaluate the services and test for performance and reliability of services. • If the Customer is dissatisfied during the initial Pilot Phase, Vendor shall have thirty (30) days from receipt of notice of Customer's dissatisfaction to make changes and satisfy the Customer.
C. EFM Training	After the initial training provided by Vendor, the Customer is responsible for training Customer employees concerning profile, intake functions, and financial reconciliation.
D. EFM Contact Number	The Customer agrees to provide a contact number so that inquiries from the Customer Information Center may be received between 8:00 a.m. and 5:00 p.m. central standard time.
E. EFM Texas.gov Logo and Hyperlink	The Customer agrees to provide on the Customer's web page a hyperlink to Texas.gov home page and display the Texas.gov logo. The Customer will maintain the hyperlink to Texas.gov and change the URL as requested by Texas.gov.
F. EFM Receipt of Electronic Filings	• The Customer is responsible for receipt of filings made on Texas.gov, when the filing is available for access on the Texas.gov browser. • The Customer agrees to review electronic filings that occur on regular Customer business days and accept or reject electronic filings, unless the Customer is down or otherwise unable to review electronic filings due to circumstances beyond the Customer's control. • The Customer shall notify Vendor within fifteen {15) minutes or as soon as possible that the Customer is down or otherwise unable to electronically receive documents.
G. EFM System, Software, and Interface	• The Customer agrees to support reasonable efforts by Vendor to upgrade the Texas Department of Information Resources environment operating system, application server software, web server software, and hardware on Customer environments, as hosted by Vendor. • The Customer is responsible for reasonable costs associated with the development of an automated interface application that would process data available from eFiling into the Customer's systems, subject to prior written approval by the Customer. • Vendor agrees to support the Customer in creating an interface to the Department of Information Resources in a timely manner, subject to the approval of the Department of Information Resources.

H. EFM Convenience Fee	A convenience fee is paid by the User for each completed transaction. • Under no condition shall the Customer be responsible for payment of the convenience fee or any other payment of money under this Agreement or in relation to this Agreement. • The amount of the convenience fee is set out in Exhibit A, attached hereto and incorporated herein.
I. EFM Security and Privacy	• The Customer agrees to follow recommended security policies and procedures promulgated by Vendor from time to time. • The Vendor will assist the Customer in understanding and implementing these security policies and procedures to avoid identified risks. • The Customer agrees to comply with the privacy statements displayed on the Texas.gov site.

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Wednesday, July 18, 2012 8:57 AM
To: 'Evangelina Garcia'
Subject: RE: TEXAS NICUSA-E-filing and E-pay Agreement

Vangie: Ignore my previous email. The amendment is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 5:17 PM
To: 'Steve Crain'
Subject: FW: TEXAS NICUSA-E-filing and E-pay Agreement

Here you go Mr. Crain.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 4:45 PM
To: 'Evangelina Garcia'
Subject: FW: TEXAS NICUSA-E-filing and E-pay Agreement

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, July 17, 2012 3:43 PM
To: 'Martha Salazar'
Subject: RE: TEXAS NICUSA-E-filing and E-pay Agreement

Marty: Can you resend as I cannot open the amendment. Thanks.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 8:04 AM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'; 'Darlene Betancourt'
Subject: FW: TEXAS NICUSA-E-filing and E-pay Agreement
Importance: High

Mr. Crain:
Please review and comment on attached agreement. I suggest you read the text below first as it gives information.
Marty

TexasOnline 2.0
Customer Agreement

Between

The State of Texas, acting by and through the Texas Department of Information Resources

and

Texas NICUSA, LLC

and

Hidalgo County

DIR Contract No. DIR-SDD-IC427

This Customer Agreement is effective on the 1st day of January, 2010 by and between the Texas Department of Information Resources (DIR), Texas NICUSA, LLC (Vendor), and Hidalgo County (Customer). DIR, Vendor, and Customer may each be referred to as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

Capitalized terms not defined herein shall have the meaning set forth in the Master Agreement.

BACKGROUND

TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009, including the Customer Agreement Standard Terms and Conditions. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

AGREEMENT

IN CONSIDERATION of mutual covenants and agreements contained in this Customer Agreement, DIR, Vendor, and Customer agree as follows:

1. Customer may receive Services provided by TexasOnline 2.0 by agreeing to abide by this Customer Agreement, including the Customer Agreement Standard Terms and Conditions. The TexasOnline 2.0 Master Agreement and this Customer Agreement represent the entire agreement for access to, and use of, TexasOnline 2.0 Services by Customer.
2. TexasOnline 2.0 offers a variety of website development and hosting, e-commerce and related support services to Customers. Exhibit A provides the List of Applications, List of Services, and Fee Schedule for this Customer Agreement. Specifications and additional terms for a service or application may be described in a Business Case. The applicable approved Business Case will be listed in Exhibit A and attached thereto, and is incorporated by reference for all purposes into this Customer Agreement.
3. All notices permitted or required under this Customer Agreement will be in writing and will be by personal delivery, a nationally recognized overnight courier service, e-mail, or certified mail, return receipt requested. Notices will be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices will be sent to the addresses listed below, or to such other address as each Party may specify in writing.

If to DIR:

Texas Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

If to Vendor:

Texas NICUSA, LLC
301 Congress Avenue, Suite 400
Austin, TX 78701

With a copy to:

NIC, Inc. General Counsel (Legal Notice)
25501 West Valley Parkway, Suite 300
Olathe, Kansas 66061

If to Customer:

Hidalgo County: Attn Martha L. Salazar
2802 S Business Hwy 281, New Administration Building
Edinburg, TX 78539

AGREED AND ACCEPTED:

Vendor:

By: _____

Name: Jeffrey A. McElroy

Title: President

Texas Department of Information Resources:

By: Cindy Reed

Name: Cindy Reed

Title: Deputy Executive Director

Customer:

By: HIDALGO COUNTY

Name: _____

Title: HIDALGO COUNTY JUDGE

Customer Agreement—Standard Terms and Conditions

These terms and conditions apply to each Customer Agreement, to which they are incorporated, by and between the Texas Department of Information Resources (DIR), TexasOnline 2.0 Vendor (Vendor) and Customer of TexasOnline 2.0. DIR, Vendor, and Customer may each be referred to herein as Party, and collectively DIR, Vendor, and Customer may be referred to as the Parties herein.

BACKGROUND

A. TexasOnline 2.0 is based on, and subject to, the TexasOnline 2.0 Master Agreement between DIR and Vendor dated July 31, 2009. TexasOnline 2.0 is the name of the official web portal and application delivery framework for the State of Texas.

B. DIR executed a contract with International Business Machines Corporation (IBM) on November 22, 2006, (Data Center Services Master Services Agreement) based on House Bill 1516, 79th Legislature (Regular Session) to establish a consolidated Data Center, and accordingly all data center services provided by Vendor, excluding DIR-approved Services under the TexasOnline 2.0 Master Agreement are managed and provided by IBM under the Data Center Services Master Services Agreement.

STANDARD TERMS AND CONDITIONS

1. Customer Agreement Elements

    1.1 The Parties acknowledge and agree that the terms of the TexasOnline 2.0 Master Agreement will apply to the Customer Agreement, and will remain in full force and effect except as may be expressly modified by the terms of a Customer Agreement or any amendment to the TexasOnline 2.0 Master Agreement made in accordance with specific provisions of the TexasOnline 2.0 Master Agreement, Section 5 Contract Amendments. In the event of any conflict between the terms and conditions of a Customer Agreement and those of the TexasOnline 2.0 Master Agreement, the terms and conditions in the TexasOnline 2.0 Master Agreement will govern with respect to the Parties and the Services delivered, unless the Customer Agreement specifically identifies by section number a clause of the TexasOnline 2.0 Master Agreement and indicates that the Customer Agreement will be controlling. Notwithstanding the foregoing, the Parties agree that as between Vendor and DIR on the one hand, and Customer on the other, Sections 8.1, 8.2 and 9.7 in the Customer Agreement Terms and Conditions will control over any expressly conflicting statement contained in the TexasOnline 2.0 Master Agreement, if any. The Parties acknowledge the TexasOnline 2.0 Master Agreement is subject to subsequent amendment by Vendor and DIR pursuant to its terms and agree that, to the extent any such amendments impact any Customer Agreement terms and conditions, such amendments will automatically apply to the Customer Agreement with no further action by the Parties.

    1.2 These Customer Agreement Standard Terms and Conditions may be modified by DIR and Vendor pursuant to the modification of terms of the TexasOnline 2.0 Master Agreement. Such modifications will be effective as to the affected Customer Agreements following thirty days written notice to the Customers.

1.3 Customer Agreements will continue until terminated as specified therein, and subject to the terms of the TexasOnline 2.0 Master Agreement, and Vendor will provide the Services described in the agreed attachments to the Customer Agreement.

2. DIR Approval

Customer acknowledges that in order for Vendor to provide services pursuant to a Customer Agreement, DIR must approve placing Customer's website and/or applications (each approved website or application is an "Application") on the TexasOnline 2.0 system. A list of websites and/or applications using services under a Customer Agreement is included in the Customer Agreement (which also includes information on the specific applications and fees).

3. Services Available to Customer

Vendor offers a variety of website development and hosting, e-commerce and related support services to participants. The specific list of services and applications that Vendor has agreed to provide Customer will be specified in each Customer's Customer Agreement.

4. Customer Website Security

If Customer is hosting its own website, Customer will follow recommended security standards for Texas State and local government websites, and will conform to security policies and procedures in the TexasOnline 2.0 Master Agreement, Attachment G-9 Security Plan. Customer acknowledges that any failure on its part to follow recommended security standards may place its own data and operations at risk as well as those of Vendor and other governmental entities. Vendor will not be liable for violations of security policies and procedures by Customer. Additionally, failure to comply with security standards may lead to the suspension or termination of the availability of the Applications on TexasOnline 2.0 by Vendor and DIR. Vendor will give DIR and the Customer notification of non-compliance immediately upon suspension.

5. Strategic Outreach

In marketing Customer services accessible through TexasOnline 2.0 through brochures, press releases, advertisements, and other mail-outs and information pieces, Customer will include in any marketing piece in any medium that the services are provided in affiliation with TexasOnline 2.0 and will use the TexasOnline 2.0 logo and universal resource locator (URL) provided by Vendor for such purpose. Customer agrees to explore the possibility of co-marketing with Vendor the Customer services available through TexasOnline 2.0 so that marketing costs are shared. There will be a link to the Customer URL from TexasOnline 2.0.

6. Fees

For the Services provided by Vendor, Vendor is entitled to the fees set out in Exhibit A to this Customer Agreement. A Customer Agreement can be modified for the addition of fees as new Applications are included in Customer Services based on mutual agreement of DIR, Vendor, and Customer.

7. Customer Obligations

In addition to any other Customer obligations set out in the Exhibits to this Customer Agreement and the TexasOnline 2.0 Master Agreement, Customer will have the obligations herein.

7.1 Customer will utilize a single merchant ID for the Application(s) listed on Exhibit A, unless expressly set out in Exhibit A.

7.2 Customer will provide a contact number for the Application or Application(s) on an 8:00 a.m. - 5:00 p.m. CT (Monday through Friday) basis to receive 2nd level inquiries routed from the Help Desk.

7.3 Customer will cooperate with Vendor in Vendor's performance of its obligations under this Agreement. Customer will agree to an online security audit if requested by Vendor. Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems.

7.4 Customer will comply with the terms of use and privacy statements, which are displayed on the TexasOnline 2.0 Website, and with all applicable laws related to information received from or distributed to individuals using the TexasOnline 2.0 Applications. Customer acknowledges that no personally identifiable or private information collected through TexasOnline 2.0 may be used by Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user "opts-in" to the contemplated use of his or her personally identifiable or private information), and (iii) the Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge that such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of TexasOnline 2.0.

7.5 Customer will provide access to information and systems as necessary to assist Vendor in performing its obligations hereunder and under the TexasOnline 2.0 Master Agreement.

7.6 Customer will follow reasonable security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State Information or Customer at risk of loss, damage, or breach of security.

7.7 Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on TexasOnline 2.0.

7.8 Customer will process all refunds for its users. Customer will use the Vendor Customer Service interface application to process credit card refunds requested by its users.

7.9 Customer will notify Vendor in writing of all laws, rules and regulations, and changes thereto, that affect TexasOnline 2.0.

8. Representations and Warranties by Vendor

8.1 VENDOR REPRESENTS AND WARRANTS THAT ALL SERVICES PERFORMED UNDER THIS CUSTOMER AGREEMENT WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 NEITHER DIR NOR VENDOR WILL HAVE ANY LIABILITY WHATSOEVER TO CUSTOMER FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CUSTOMER AGREEMENT OR THE RIGHTS PROVIDED HEREUNDER SUFFERED BY CUSTOMER EVEN IF VENDOR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIR'S OR VENDOR'S TOTAL LIABILITY TO

CUSTOMER HEREUNDER FOR ANY REASON EXCEED THE SHARE OF TOTAL REVENUE RECEIVED, BY VENDOR OR DIR AS APPROPRIATE, UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING SUCH CLAIM. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS A FREELY BARGAINED FOR ALLOCATION OF RISK.

8.3 Vendor represents and warrants that Vendor, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to Customer under the Customer Agreement and that Vendor's provision of services under the Customer Agreement to the best of its knowledge would not reasonably create an appearance of impropriety.

8.4 Vendor represents and warrants that neither Vendor nor any person or entity, which will participate financially in the Customer Agreement, has received compensation from Customer for participation in preparation of specifications for the Customer Agreement. Vendor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Customer Agreement.

9. General Terms

9.1 Customer agrees and acknowledges that the terms of the TexasOnline 2.0 Master Agreement related to force majeure, confidentiality, and any additional limitations on damages will apply to the Customer Agreement. This section only applies to the extent authorized by law.

9.2 Except as expressly provided herein, no provision of the Customer Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, Customer does not waive any privileges, rights, defenses, remedies or immunities available to Customer.

9.3 This Customer Agreement will be construed and governed by the laws of the State of Texas and is performable in Travis County, Texas. Venue for any action relating to a Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

9.4 If one or more provisions of this Customer Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Customer Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect

9.5 Except as provided in Section 1.2 above, the Customer Agreement may be amended only upon written agreement between DIR, Vendor, and Customer, but in no case will the Customer Agreement be amended so as to make it conflict with the laws of the State of Texas.

9.6 Neither DIR, nor Vendor, nor Customer may assign or transfer this Customer Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld, except that upon written notice to DIR and Customer, Vendor may assign the Customer Agreement without

DIR's and Customer's consent to any entity that Vendor controls, is controlled by, or is under common control with, (provided such entity is adequately capitalized) or to any entity which acquires or succeeds to all or substantially all of the business or assets of Vendor whether by consolidation, merger, sale or otherwise (such as a spin-off of Vendor).

9.7 *Exhibit B Terms and Conditions,* Section 14.01 Ownership of Intellectual Property; Infringement and Misappropriation of the TexasOnline 2.0 Master Agreement is incorporated herein by reference and will apply to work product created by Vendor pursuant to the Customer Agreement.

9.8 Vendor will serve as an independent contractor in providing services under this Customer Agreement. Vendor's employees are not and will not be construed as employees of Customer.

9.9 Vendor will have no authority to act for or on behalf of Customer except as provided for in the Customer Agreement and the TexasOnline 2.0 Master Agreement; no other authority, power, or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of Customer other than those incurred in performance of the Customer Agreement.

9.10 In addition to the requirements of Exhibit B Terms and Conditions, Section 8.01 Financial record retention and audit of the TexasOnline 2.0 Master Agreement, Vendor will maintain and retain supporting fiscal documents adequate to ensure that claims for Customer Agreement funds associated with the Customer Agreement are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be retained by Vendor for a period of four (4) years after the date of submission of the final invoices.

9.11 *Exhibit D Performance Criteria* of the TexasOnline 2.0 Master Agreement addresses the agreed upon performance criteria for TexasOnline 2.0, including Applications developed or maintained by Vendor, or otherwise provided to Customer by Vendor. Customer may notify DIR in writing of alleged performance failures and DIR may, in its sole and exclusive discretion as between DIR and Customer, determine that a performance failure may have occurred.

10. Termination

10.1 The Customer Agreement is effective upon execution by representatives of DIR, Vendor, and Customer and expires upon termination or expiration of the TexasOnline 2.0 Master Agreement (as renewed or extended), unless the Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.5 below.

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the

requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the TexasOnline 2.0 Master Agreement, or as provided below, DIR or Vendor may terminate the Customer Agreement without cause and without cost or penalty upon ninety (90) days' prior written notice. Notwithstanding the foregoing, with respect to services under Business Cases which are funded through Convenience Fees or Premium Subscription Fees, DIR or Vendor may terminate said Business Case without cost or penalty upon one hundred and eighty (180) days' prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through TexasOnline 2.0, if the Customer terminates the Customer Agreement for convenience or lack of funding before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.6 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given any thing of value to an officer or employee of Customer or the State of Texas in violation of State law.

11. Dispute Resolution

If a dispute seeking money damages is identified by DIR, Vendor, or Customer, dispute resolution will follow the procedures outlined in Exhibit B Terms and Conditions, Section 11.11 Dispute Resolution of the TexasOnline 2.0 Master Agreement, which references Chapter 2260 of the Texas Government Code. Any pursuit of equitable relief will not constitute a waiver by DIR or Customer of any immunity from suit or liability. Notwithstanding the foregoing, DIR and Customer are not precluded from initiating a lawsuit for damages against Vendor in a court of competent jurisdiction and may do so without engaging in the process provided by Chapter 2260 of the Texas Government Code or 37 TEX. ADMIN. CODE § 34.1, et seq. (2001) (Department of Public Safety, Negotiation and Mediation of Certain Contract Disputes).

12. Miscellaneous Provisions

12.1 Custo mer Copyright and Content Non-Supervision Acknowledgment. The Customer represents to Vendor and DIR that the content and other materials furnished to Vendor by the Customer for TexasOnline 2.0 do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for TexasOnline 2.0. The Customer acknowledges that neither Vendor nor DIR is responsible for investigation or approval of the content of any third party sites to which Customer's

links on TexasOnline 2.0. Further, the Customer acknowledges that neither DIR nor Vendor is responsible for the accuracy, completeness, or review of the content of the Customer's public records or text furnished by the Customer to Vendor or TexasOnline 2.0.

12.2 Any situati on that could adversely affect TexasOnline 2.0 may lead to the suspension of the Customer's Applications on TexasOnline 2.0. Vendor will give DIR and the Customer written notice immediately upon suspension.

Exhibit A

List of Application(s) Supported Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application a) Court Intake Application b) Court Profile c) Court Registration d) Filer Registration e) Payment Services

List of Service(s) Provided Under this Customer Agreement
1. Electronic Filing Manager (EFM) Application • Electronic Payments System Credit Card Authorization Services/Settlement Services • Electronic Payments Chargeback Services • Filing Purge Services • Customer Information Center Services for Government Entity Applications • Customer Information Center Services for Electronic Payments transaction services • TexasOnline Hosting and Application Service Provider (ASP) Services • TexasOnline Training • Strategic Outreach • Physical Environment Management • Network Infrastructure Management • Hardware Management • Operating System Administration

Fee Schedule

1. Electronic Filing Manager (EFM) Application

   The fee schedule listed below outlines the convenience fees required from the Internet user for each completed transaction.

Government Entity Service Type	TxO Services Fee
Electronic Filing Manager Court Intake Services	$4.00 TexasOnline $2.00 County*
Cost Recovery on all Credit Card transactions	Based on the credit card type and starting at 2.25% the first year

*NIC will pay to Government Entity on a daily basis, for each accepted e-Filing the fee for cost recovery as approved by the Department of Information Resources Board.

C-09-498-12-01
APPROVED BY COMMISSIONERS COURT: 12/01/09

"TEXAS NICUSA"-DIR STATE CONTRACT'S AWARDED VENDOR
"E-PAY AND E-FILING SERVICES" FOR HIDALGO COUNTY CLERK'S AND DISTRICT CLERK'S OFFICES

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED

AI-18714 **13.C.**

Texas Online- "E-pay" and "E-filing Services"-Hidalgo County Clerk and District Clerk Offices

CC CONSENT

Date: 12/01/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

A. Requesting approval for the continuation of services for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with the newly selected awarded vendor "Texas NICUSA" through the Texas Department Of Information Resources (DIR) for the Texas Electronic Framework Standard Service Level Agreement-(TEF) for Hidalgo County Clerk's Office and District Clerk's Office;

B. Requesting approval for the new service agreement for the Texas Online for "E-pay" (e-commerce transactions) and "E-filing Services" with Texas NICUSA-DIR-TXO-001, newly selected and awarded vendor through the Texas Department Of Information Resources (DIR) for Hidalgo County Clerk's Office and District Clerk's Office.

BACKGROUND

Department of Information Resources (DIR) went out on Request For Offers again for these services and a new vendor (Texas NICUSA) was selected and awarded for a seven (7) year term. For the first contract year, a period commencing on the effective date of July 31, 2009 and ending on August 31, 2010, and for each ensuing contract year thereafter will be commencing on September 1st and ending August 31st. The new vendor will manage the Texas Online, the state's Internet portal. (see attachment for further information)

Original service agreement previously approved by Commissioners Court on July 29, 2004 for Hidalgo County Clerk's Office and was amended to include Hidalgo County District Clerk's Office on October 18, 2005 with awarded vendor then being "BearingPoint". (see attachment for review)

Department Of Information Resources (DIR) has notified "BearingPoint, Inc." that they are no longer the contracted vendor for these services thus officially closing out the service agreement in place with them for Hidalgo County.

Fiscal Impact

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

BUDGETARY IMPACT:
Will bear no fiscal impact to Hidalgo County. Services are at no cost.

Attachments

Link: County Clerk's Agreement with Minutes
Link: District Clerk's Amendment to Agreement with Minutes
Link: Service Agreement
Link: DIR'S NOTICE OF AWARD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	11/23/2009 12:48 PM	CREATED
1	Purchasing Department	Marty Salazar	11/24/2009 04:44 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2009 04:48 PM	APRV
3	Sylvia Solis			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 11/23/2009 12:48 PM

Evangelina Garcia

From: D'Amours, Danielle [ddamours@egov.com]
Sent: Thursday, August 23, 2012 5:12 PM
To: Evangelina Garcia
Cc: noe.lopez@hidalgocountyclerk.us; acmuniz@hidalgocountyclerk.us; Texas NICUSA Contracts; D'Amours, Danielle
Subject: RE: eFiling - Hidalgo County, Texas.ggov Customer Agreement Amendment
Attachments: Hidalgo County - eFiling Court Amendment 20120808 P. 5 Insert.pdf; eFiling Amendment Hidalgo County - p. 5 Strike-through for Initials.pdf

Importance: High

Hello Vangie,

Have you heard any word yet from the County's Legal Counsel, to approve the attached and complete Hidalgo County's eFiling agreement?

The Department of Information Resources (DIR) requested we notify Guadalupe County of the typo on page five, where Brooks is referenced instead of Hidalgo County. Though the error does not affect the legality of the agreement, DIR wishes that all parties are in agreement and that the records are straight. Either the County Clerk or District Clerk, or another party with signing authority for the County may initial to approve this change. From your previous reply, I understand it may be necessary for the County Attorney or a judge to sign if that is your process, but it is not a requirement.

I have attached a fresh correction page, and a copy with a simple strike-through, in case that assists approvals. The go-live for the new eFiling system and fees is just a week away now, so anything you may do to expedite these initials Vangie will be appreciated. Once the approval for the page five correction is received, we will route to DIR and return an executed copy for the County's records.

Thank you for all your help!

Please call or email me if I may be of service.

Regards,

Danielle D'Amours
Texas NICUSA, LLC
Office: (512) 651-9965 | Cell: (512) 739-3182

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, August 10, 2012 8:02 AM
To: D'Amours, Danielle
Cc: noe.lopez@hidalgocountyclerk.us
Subject: RE: eFiling - Hidalgo County, Texas.ggov Customer Agreement Amendment

Good Morning:
I will need to get the County's Legal Counsel to approve this request inasmuch as I don't have the authority in doing so unless it's run by legal and it's agreed upon doing so. Let me get back to you on this once it's been discussed with legal.

Thank you

Fee Schedule

1. Electronic Filing Manager (EFM) Application

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the Texas.gov Services Fees required from the Internet user for each completed transaction.

Service Type	Texas.gov Services Fee
Electronic Filing Manager Court Intake Services	• $5.00 Texas.gov Filing Fee • $2.00 Customer Fee
Credit Card Payment Processing (not applicable to Indigent Filing)	2.25% of all fees collected – Credit Card Payment Processing Fee

- Vendor will be paid a Texas.gov Filing Fee plus the Credit Card Payment Processing Fee as indicated in the above table.
- Vendor will process payment and pay to Customer the Customer Fee identified in the above table along with the statutory filing fees associated to filing cases in Hidalgo County as approved by the Department of Information Resources Board.
- Vendor will pay any applicable credit card fees per the terms of its agreement(s) with the payment card companies.
- Vendor is responsible for processing Texas.gov Filing Fee refunds.
- Customer is responsible for processing all Customer Fee refunds.
- Customer is responsible for financial reconciliation of chargebacks and any associated fees.
- Vendor understands and agrees that Vendor may not change the Customer Fee unless the Vendor receives the express written approval of the Customer and approval by the DIR Board.

Customer Initials & Date

9/27/12
Vendor Initials & Date

AI-33872 **12. E.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #12-8-000002 in the amount of $208.55, from L&G Engineering Laboratory contracted engineer for "Sheriff's Office Substation" C-11-032C-10-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 666659 available balance as of 8-29-12 $6,634.57

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:38 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:34 PM
Manuel Chapa	Manuel Chapa	08/29/2012 04:40 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Rocio Villarreal Started On: 08/22/2012 04:38 PM

Final Approval Date: 08/31/2012

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 08/16/2012
Invoice No: 12-8-000002

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Sheriff's Office
Mr. Juan Tapia
P.O. Box 1228
711 El Cibolo Rd.
Edinburg, TX. 78540

Account No.: L211
Project No: L2111201
Project Desc.: Sheriff's Office Sub-Station Contract No. C-11-032C-10-11
Due Date: UPON RECEIPT
Budget/Remaining: $48,239.46 / $4,974.10
PO: 666659

========== Invoice Summary by Billing Code ==========

	Unit Rate	Qty	Extension
920:92034 - Comp. Strength of Cyl. Specimen	$15.22	4.00	$60.88
940:94047 - Eng. Tech. (Concrete / Lab)	$58.41	1.00	$58.41
940:94054 - Engineering Specialist	$114.30	0.25	$28.58
940:94055 - Engineer / P.E.	$152.47	0.25	$38.12
950:95061 - Test Report	$22.56	1.00	$22.56
		Total for this Invoice:	**$208.55**

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R146-28	*07/16/2012*	*4.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$60.88*
R146-28	*07/16/2012*	*1.00*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$58.41*
R146-28	*07/16/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R146-28	*07/16/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R146-28	*07/16/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R146-28 for a Subtotal of:		*$208.55*
					Total for this Invoice:	***$208.55***

P.O. #: 666659
Invoice Received By:
JM Tapia on: 8-21-12
Good/Services Received By:
JM Tapia on: 8-16-12
2-1336-423-00-280-0360-720

Lupe Quesada

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

8/24/12

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

August 16, 2012

Mr. Juan Tapia
Hidalgo County Sheriff's Office
P.O. Box 1228
711 El Cibolo Rd.
Edinburg, TX. 78540

RE: Hidalgo County Sheriff's Office Substation

Dear Mr. Tapia:

Included for your use with this letter is test report **R146-28** for **28-day Compressive Strength Testing** performed on the above referenced project. Unless otherwise noted, all test results meet or exceed requirements.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil
General Manager

Attachments

CC: Gignac Architect, Mr. Raymond Gignac
D. Wilson Construction Co., Mr. Bill Wilson
Dos Logistics Inc., Mr. Jesus Jimenez, P.E.
Hinojosa Engineering, Mr. Albert Trevino
Prodigy CM's LLP, Mr. Jerry Garcia
Hidalgo Cnty Pct. 1, Mr. P.R.Avila

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

CONCRETE COMPRESSION TEST REPORT

Project Description: Sheriff's Office Sub-Station Contract No. C-11-032C-10-11
Client: Hidalgo County Sheriff's Office
Architect: Gignac Architect
Contractor: D. Wilson Construction Co.

L&G Project Number: L2111201
L&G Report Number: R146-28
Sample Date: 07/16/2012
Date Reported: 08/13/2012

Client PO: 666659

Placement Location: Circle Base for Post Lights
Mix ID: 3000 cg Supplier: Central Ready Mix
Specified Strength: 3,000 P.S.I. @ 28 days
Specified Slump: N/A
Specified Air Content: N/A
Weather Conditions: Cloudy
Time Batched: 8:30 am Time Sampled: 8:50 am
Plant Ticket No: 398580 Truck No: 320
Water: 0 gal.

Slump: 3.0"
Air Content: 1.7%
Air Temp.: 77°f
Concrete Temp.: 73°f
CY: 10

Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
22	A	07/23/2012	7	71,770	Type 4	2,540		84.67%
	B	07/23/2012	7	72,615	Type 4	2,570	2,550	85.67%
	C	08/13/2012	28	126,825	Type 3	4,490		149.67%
	D	08/13/2012	28	119,815	Type 3	4,240	4,360	141.33%



Remarks/Comments:
6 x 12 in. Cylinders

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

CONCRETE COMPRESSION TEST REPORT

Project Description: Sheriff's Office Sub-Station Contract No. C-11-032C-10-11
Client: Hidalgo County Sheriff's Office
Architect: Gignac Architect
Contractor: D. Wilson Construction Co.

L&G Project Number: L2111201
L&G Report Number: R146-28
Sample Date: 07/16/2012
Date Reported: 08/13/2012

Client PO: 666659

Orig: Hidalgo County Sheriff's Office
(Edinburg, TX) Attn: Mr. Juan Tapia
(1-cc copy)
1-cc Gignac Architect Attn: Raymond Gignac
1-cc Dos Logistics Inc. Attn: Jesus Jimenez P.E.
1-cc Hinojosa Engineering Attn: Albert Trevino
1-cc D. Wilson Construction Co. Attn: Bill Wilson
1-cc Hidalgo County Pct. #1 (R&B) (Hidalgo County Pct. #1)
Attn: Mr. P.R. Avila
1-cc Prodigy CM's LLP Attn: Jerry Garcia
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

AI-33858 **12. F.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for Invoice # 452504/03/XV ($ 11,814.76) submitted by Dannenbaum Engineering Company in connection to "Architectural Services"under AIA# C-11-097A-02-28 (PO#675757) for: "Building Repairs and/or Additions and Renovations"-Pct 4 for PROJECT: "Restitution Center on "M" Rd located on 1124 N. M Rd. in Edinburg, Texas within Hidalgo County Precinct No. 4"

BACKGROUND

Inv# 452504/03/XV-DEC-C-11-097A-02-28 (Restitution Center "M" Road Project)

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-419-40-220-047-0-452

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

BUDGETARY IMPACT:

Available funds as of 8/30/12. (PO #675757)

Attachments

Inv# 452504/03/XV-DEC(M Rd Proj)

Contract# DEC-C-11-097A-02-28

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:38 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:33 PM
Olga Garza	Olga Garza	08/30/2012 02:31 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Letty Saenz Started On: 08/22/2012 02:06 PM

Final Approval Date: 08/31/2012

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
1109 NOLANA, SUITE 208 * MCALLEN, TEXAS 78504 (956) 682-3677

August 20, 2012

Mr. Valde Guerra
2818 S. Business Hwy. 281
Edinburg, Texas 78539

Ref: Hidalgo County Precinct 4 - Architectural Services
Restitution Center Renovations & Additions

Subj: Billing – Invoice 452504/03/XV

Dear Mr. Guerra,

Enclosed please find Invoice 452504/03/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru July 31, 2012.

Total Due: $ 11,814.76.

If you have any questions, please feel free to contact me at (956)682-3677.

Sincerely,

Steven L. McGarraugh, AIA
Project Manager

cc: Louis H. Jones, P.E.
Richard D. Seitz, P.E.

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/22/12 BY:

Dannenbaum Engineering Company-McAllen LLC

Restitution Center Renovations & Additions for Hidalgo County Precinct No. 4

Date: August 20, 2012
DEC Project Number: 452504
Hidalgo County Project No: C-11-097A-02-28
Purchase Order No: 675757

Invoice Number: 452504/03/XV
Billing Period: July 1, 2012 thru July 31, 2012

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Base Contract						
Schematic Design Phase	$ 14,467.05	100.00%	$ 14,467.05	$ 14,467.05	$ -	$ -
Design Development Phase	$ 19,289.40	100.00%	$ 19,289.40	$ 19,289.40	$ -	$ -
Construction Documents Phase	$ 38,578.80	100.00%	$ 38,578.80	$ 30,863.04	$ 7,715.76	$ -
Bidding or Negotiation Phase	$ 4,822.35	85.00%	$ 4,099.00	$ -	$ 4,099.00	$ 723.35
Construction Phase/Contract Admin	$ 17,360.46	0.00%	$ -	$ -	$ -	$ 17,360.46
Project Close-Out/Warranty Phase	$ 1,928.94	0.00%	$ -	$ -	$ -	$ 1,928.94
TAS Review, Filing and Inspection	$ 1,025.00	0.00%	$ -	$ -	$ -	$ 1,025.00
Total Base Contract Amount	**$ 97,472.00**	**78.42%**	**$ 76,434.25**	**$ 64,619.49**	**$ 11,814.76**	**$ 21,037.75**
Reimbursable Expenses			$ -	$ -	$ -	
Grand Totals	**$ 97,472.00**		**$ 76,434.25**	**$ 64,619.49**	**$ 11,814.76**	**$ 21,037.75**
Amount Due This Invoice					**$ 11,814.76**	

452504/SLM/XV

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-097-05-10

THIS CONTRACT is made and entered into this **10TH** day of **May, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Dannenbaum Engineering Company-McAllen, LLC** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide **"on-call"** architectural services for **Hidalgo County Precinct No. 4** for projects involving remodeling, alterations and repairs to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are required (the"Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other architects.

4. Architect 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.

5. This Contract shall be for a period beginning **May 10, 2011** and ending on **May 09, 2012,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect 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 for a particular project.

7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect shall provide insurance in force on all its vehicles and all its employees and shall require of all its sub-consultants to provide insurance in force on all their vehicles and all their employees connected with providing services under this Contract with the County as additional insured with the coverage and in the amounts described in the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect 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 Architect under this Contract. Said indemnity shall cover any negligent act or failure to act by the Architect, 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 Architect, and that Architect 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:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Architect:	Dannenbaum Engineering Company - McAllen, LLC Attn: Louis H. Jones, Jr., P.E., President 1109 Nolana Loop, Suite 208 McAllen, Texas 78504

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 the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days 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.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

WITNESS our hands in duplicate originals this **10TH** day of **May, 2011.**

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 5/10/11 RG

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
Dannenbaum Engineering Company - McAllen, LLC

By: _____

Printed Name: Louis H. Jones IV.
Title: President
Date: 6/15/11

Approved by Commissioners Court on May 10, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

-Request for Qualifications (RFQ)
Procurement Packet

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Architectural Pool"
RFQ No: 2011-002-01-05-CGA

1. **Request for Qualifications Letter, consisting of _1_ page.**

2. **Request for Qualifications, Legal Notice, consisting of _8_ pages.**
(Page 8 must be submitted with responds)

3. **Exhibit A, Requirements, consisting of _7_ pages.**

4. **Exhibit B, Evaluation Criteria, consisting of _3_ pages.**
(Must be submitted with responds)

5. **Attachment B, consists of _1_ page.**
(Must be submitted with responds)

6. **Exhibit C, Insurance Requirements, consisting of _4_ pages.**
(Must be submitted with responds)

7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of_1_page.**
(Copy of receipt and this form must be submitted with responds.)

8. **Exhibit E, Proposer's Affidavit, consisting of _1_ page.**
(Must be submitted with responds)

9. **Vendor/Bidder Application and W-9 form consisting of_6_ pages.**
(Must be submitted with responds)

10. **Certification Regarding Debarment, consisting of _1_ page.**
(Must be submitted with responds)

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

December 13, 2010
Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 13, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2011-002-01-05CGA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

REQUEST FOR QUALIFICATIONS

Hidalgo County
Professional Architectural Pool
(Including all funding sources, Programs, and Entities)

JANUARY 5, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ No.: 2011-002-01-05-CGA**

1. **Sealed Statements of Qualifications** will be received for **"Professional Architectural Pool-Hidalgo County"(including all funding sources, Programs, and Entities)**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2011-002-01-05-CGA "Professional Architectural Pool-Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 05, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to** cris.villarreal@co.hidalgo.tx.us **NO LATER THAN** [redacted] at 5:00 p.m. Responses will be sent to all applicants by [redacted] **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

    . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

    . If you need additional information call the office listed below:
    Hidalgo County Purchasing Department
    Martha L. Salazar, CPPB, Purchasing Agent
    (956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:
    . Invoices must include:
        a) Name and address of successful vendor
        b) Name and address of receiving department or official
        c) Purchase Order Number (if any)
        d) Notation - **"Professional Architectural Pool-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 Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 5, 2011**
Award of Contract	, 2011
Commence Work or Deliver Products	, 2011

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

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

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

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

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

17. Ethical Standards:

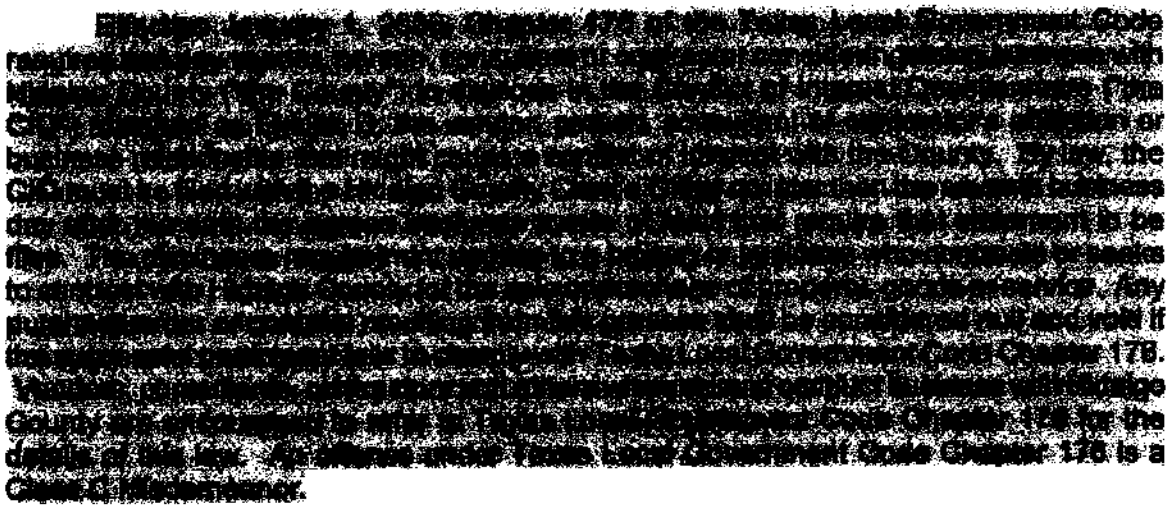
. It shall be a breach of ethics to offer, give or agree to give any elected official,

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.

- 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.

18. [redacted]



19. If, during the life of any contract or proposal awarded, the successful proposer's net prices

generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Professional Architectural Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2011-002-01-05-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL POOL

RFQ No.: 2011-002-01-05-CGA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **February 9, 2011 and ending February 8, 2012**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 5, 2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-002-01-05CGA

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

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

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

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

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

[redacted]

[redacted]

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

ELECTRONIC TRANSMISSION OF RFQ's: 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 vendor'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 Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping

RFQ off.

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

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

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

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD's in PDF Format**.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

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

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 5, 2011.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL POOL
RFQ No. 2011-002-01-05-CGA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Firm **(25)**

The firms should provide information on their proposed professional Firm members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources **(25)**

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager **(20)**

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL POOL
RFQ No. 2011-002-01-05-CGA

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		TOTAL
2. Firm's Experience of Project (25 pts)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		TOTAL
3. Availability & Experience of Project Manager (20 pts)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project (20 pts)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL POOL
RFQ NO: 2011-002-01-05-CGA

Name and Address of Firm:	_____
Principals of Firm and Titles:	_____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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)

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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN. AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**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 EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

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 award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, 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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

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

Adopted 1/01/2015

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **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 [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.

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.

OP ID: CM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	713-209-2800
Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA	713-209-2899

RECEIVED MAY 27 2011 By 09:21:00

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #:	DANNE-1

INSURED: Dannenbaum Engineering Corp., see comments for full name list ETAL, P O Box 22292, Houston, TX 77027

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Valley Forge Insurance Co	20508
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648 CONTRACTUAL LIAB INCL	06/01/11	06/01/12	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 $ 700,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			C 1015348305	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			2053853049	06/01/11	06/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1 22022126	06/01/11	06/01/12	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
A	Professional Liab Ded $200,000			AEH 25 405 50 21 CLAIMS MADE	04/01/11	04/01/12	Per Claim Aggregate	2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COHID-1

COUNTY OF HIDALGO
ATTN: MARTHA L. SALAZAR
100 E CANO, 5TH FLOOR ADM BLDG
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JM Barmore

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

APPROVED

AI-26466 **17.D.1.**

Approval of Prof Engineering Services-"Renovations, Repairs and/or Remodeling and/or Additons to County owned bldgs within Pct 4"

CC REGULAR

Date: 05/10/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects.

BACKGROUND

Fiscal Impact

Attachments

Link: email apprvd by legal
Link: email w/DEC request to modify
Link: CONTRACT
Link: contract
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/04/2011 10:33 AM	APRV
2	Budget & Management	Angela Garcia	05/04/2011 11:35 AM	APRV
3	Manuel Chapa	Angela Garcia	05/05/2011 11:16 AM	APRV
4	Purchasing Department	Marty Salazar	05/05/2011 11:33 AM	APRV
5	Auditor's Office		05/06/2011 05:05 PM	NEW

Form Started By: Letty Saenz Started On: 05/03/2011 10:48 AM
Final Approval Date: 05/06/2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 10, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Flores Out
2. **Pledge of Allegiance** All
3. **Prayer** Com Quintanilla
4. **Approval of Consent Agenda** All approved
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-26549** Department of Budget & Management (1100): Sergio Cruz
approved

1. Appointment of Budget Officer as per Local Government Code Section 111.062.
2. Approval of the following personnel actions pursuant to Chapter 3 of the Civil Service Commission Rules, effective 05/10/11.

no action

approved salary $ 81,000.00

Action	Slot	Employ. No.	Current Position Title	Current Grade & Step	Current Salary	Proposed Position Title	Proposed Grade & Step	Proposed Salary	Variance
Set Salary	001	132438	Budget Officer	N/A	$91,728.00	N/A	N/A	$81,000.00	($10,728.00)
Reclassification	002	070548	Director Budget Management Division	G18 S1	$68,687.00	Assistant Budget Officer	N/A	$77,000.00	$8,313.00
Reclassification	004	140325	Senior Budget Analyst	G15 S1	$54,600.00	Manager, Budget Management Section	G16 S1	$58,888.00	$4,288.00
Reclassification	005	124788	Senior Planning Analyst	G15 S1	$54,600.00	Manager, Strategic Planning Section	G16 S1	$58,888.00	$4,288.00
Delete (Vacant)	003	N/A	Director Strategic Planning Division	G18 S1	$68,687.00	N/A	N/A	N/A	($68,687.00)
								Total Cost Savings	($62,526.00)

General Elections; including city and school district entities.

Right of Way - Joe Pena:

A. AI-26531 Authorization for title reports, surveys metes & bounds, appraisals, and acquisition of additional right of way of a strip of land consisting of 100' wide between "M" Road & Doolittle Road.

approved

5. Precinct #3 - Comm. Flores:

A. AI-26435 1. Requesting approval to name road located in Precinct #3 as **LOZANO LANE**, as requested by 9-1-1 Department for emergency purposes.

approved

2. Requesting approval to extend **HAWK ST** to Lozano Ln, as requested by 9-1-1 Department.

approved

6. Budget & Management: Sergio Cruz

A. AI-26480 Classification and Compensation Plan:
1. Discussion, consideration, and approval of the Classification and Compensation Pay Plan Phase II Part II.
2. Approval to add the Classification and Compensation Pay Plan Phase II, Part II Job Titles, Descriptions and Assigned Pay Grades to the Hidalgo County Position Inventory.
3. Approval of Revised Salary Schedules.
4. Approval of interdepartmental transfers.

approved

approved 2-4 Com Palacios (abstained)

B. AI-26510 TxDOT Projects:
Approval of Advance Funding Agreement - Amendment #1 (AFA Termination) for the following Bridge Rehabilitation Projects with authority for County Judge to sign the required documents:
1. CR 342 (Charles Greene Rd) over Delta Lake Irrigation - CSJ#0921-02-146
2. CR 855 (Mile 4 1/2 W. Rd) over Main Supply Canal - CSJ#0921-02-148
3. CR 804 (Mile 12 N. Rd) over Irrigation Canal - CSJ#0921-02-149

approved 1-3

C. Budget Appropriations:

1. AI-26502 Designated Purpose Level 0 (1280):
a. Approval of Certification of Revenues as certified by the County Auditor for funds received to address disaster expenditures related to Hurricane Alex.

approved

b. Approval of 2011 appropriation/transfer to Hurricane Alex (1280) in the amount of $515,586.92 (75% of FEMA Reimbursement) to fund repairs related to Hurricane Alex.

approved

17. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING

authority for auditor to issue payment after review, audit and processing procedures completed. C-10-178-06-22

D. Pct. 4

1. AI-26466 Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects.

approved

2. AI-26547 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering service;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Engineering Services on an as needed basis in Precinct #4;

approved

Total Scores	Dos Logistics	Sames Engineering	Millennium Engineering
Evaluator 1	96	93	91
Evaluator 2	98	97	96
Scores	194	190	187
Average	97	95	93.5
Ranking	1	2	3

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Dos Logistics Engineering for the provision of Engineering Services for (On Needed Basis in Precinct # 4).

approved

E. Sheriff's Office

1. AI-26491 Adult Detention-Jail:
a. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code-262.024 (a) (2) and as also required by Texas Administrative Code-Title 37, Chapter 273, Rule 273.1;

approved

b. Approval for Hidalgo County to enter into Single Patient Agreements with Fresenius Medical Care North America's-Provider "STAT Dialysis Corporation, with facility name: Edinburg Kidney Center 5406 South Jackson Rd. Edinburg, TX 78539" for hemo-dialysis treatments as prescribed by County contracted physcians for renal failure inmates using medicaid guidelines for fee structure with authority for Sheriff or Chief Deputy of Hidalgo County to sign said agreements on an as needed basis.

approved

Tax Office

1. AI-26493 Requesting approval to reject all responses received for the request for proposal: "Turnkey Imaging Software Solutions System and Services for Tax Office" as requested by user department due to budgetary issues, including cancellation of the project.

approved

G. County Clerk

AI-33871 **12. G.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice No. 14-R-$5,650.00 submitted by Prodigy Construction Management, LLC through contract #C-11-032B-06-14 Construction Management Services for Sheriff's Office Substation located in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 659617 available balance as of 8-29-12 $28,250.00

Reference:

Pmt# 13-R 5,650 AI#33556 8-14-12 (Period billed 6-17-12 thru 7-16-12)

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:38 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:34 PM
Manuel Chapa	Manuel Chapa	08/29/2012 04:09 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Rocio Villarreal Started On: 08/22/2012 04:34 PM

Final Approval Date: 08/31/2012

RECEIVED AUG 17 2012 By

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
07-17-2012 to 08-16-2012	14-R

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

Acct #-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00		$7875.00	$120,000.00	$7875.00
2	$7875.00		$15,750.00	$104,250.00	$7875.00
3	$7875.00		$23,625.00	$96,375.00	$7875.00
4	$7875.00		$31,500.00	$88,500.00	$7875.00
5	$7875.00		$39,375.00	$80,625.00	$7875.00
6 Paid	$7875.00		$47,250.00		$7875.00
7 Adj. Fee	$5650.00	-$5650.00			$0.00
8 Adj. Fee	$5650.00	-$5650.00			$0.00
9 Adj. Fee	$5650.00	-$2050.00			$3,600.00
10 Paid	$5650.00				$5,650.00
11.Paid	$5650.00				$5,650.00
12.	$5,650.00				$5,650.00
13	$5,650.00				$5,650.00
14.	$5,650.00				$5,650.00

P.O. #: 659617
Invoice Received By:
J.M. Tapia on: 8-16-12
Good/Services Received By:
J.M. Tapia on: 8-16-12

Luis Prieto

AI-33820 **12. H.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add additional fuel card(s) and/or driver(s) for:
1. HeadStart - Fuel Cards and Users.

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:10 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:27 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Nielda Cavazos Started On: 08/21/2012 10:59 AM

Final Approval Date: 08/31/2012

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Head Start
Billing Address: P.O Box 0113
Fuel Card Manager: Darlene Garza
This person can not have use of the fuel card
Phone Number: 956-380-4136 **County Email:** darlene.garza@hchsprog
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: Teresa Flores TERESA FLORES, DIRECTOR
Original Signature is required — Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: Agenda Item No. #
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Lorena Garcia	02/12/~~2016~~ 1986	004468		
Gilbert Hovey Jr.	04/14/1960	004462		
Jose Luis Valdez	10/26/1951	004460		

Form F.1.1 Revised: ***Attach separate list if additional users are required***

AI-33837 **12. I.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the continuation of the RTK Agreement with North American Western Data Systems d/b/a Western Data Systems for the Satellite and Cellular Phone Systems Service in connection with the existing "Trimble Rover Kit" equipment/system as utilized by the Hidalgo County Planning Department in an amount of $100.00 with effective date of October 22, 2012 thru October 21 ,2013.

BACKGROUND

After third year of agreement, renewal fees will be based on an equal cost shared amongst all members of the RTK Network and will be at a cost per membership of $100.00 per year. Original purchase of the Trimble Kit and RTK Agreement previously approved on 10/21/08.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-10-210-001-0-336

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

BUDGETARY IMPACT:

Available funds as of 8/30/12. (Req. #213102)

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:32 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:32 PM
Olga Garza	Olga Garza	08/30/2012 02:22 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Vangie Garcia Started On: 08/22/2012 09:01 AM

Final Approval Date: 08/31/2012

RTK MEMBERSHIP AGREEMENT

This Membership Agreement (the **"Agreement"**), dated as of the 21 day of OCTOBER, 2008, is by and between Western Data Systems Inc., a Texas Corporation (**"WDS"**), and HIDALGO COUNTY PLANNING DEPARTMENT (**"Member"**). WDS and Member are sometimes referred to herein singularly as the **"Party"** and collectively as the **"Parties"**. This Agreement will serve as a master agreement covering all Memberships the Member may control.

ARTICLE 1. BACKGROUND AND OBJECTIVES

Western Data Systems has coordinated the establishment of an RTK Network (the **"Network"**) within the State of Texas to be owned by the participating member survey companies. The Network will have its origins within the major metropolitan areas of Texas, and is anticipated to expand outward until all areas are seamlessly combined into one RTK Network covering all areas of Texas that have data cellular telephone coverage. Using Trimble Reference Stations, Trimble GPSNet and Trimble RTKNet software, a member with a Trimble Rover (hereinafter defined) working within the Network will be able to obtain RTK accuracies using only Trimble Dual Frequency GPS Receivers.

ARTICLE 2. MEMBERSHIP OBLIGATIONS

2.1. A **"Membership"** is defined as one (1) Rover activated to work within the Network. Member may have one or more Memberships under its control. Except as exempted below, Member agrees to pay a one-time fee of Two Thousand and No/100 Dollars ($2,000.00) for the first year of each Membership (**"Initial Membership Fee"**). For each Membership, WDS will issue a username and password that will allow the Rover for that Membership to access the Network.

2.2. After the initial one-year term, each Membership will automatically renew at a fee of Five Hundred and No/100 Dollars ($500.00) per year (**"Renewal Fee"**) unless Member notifies WDS in writing of its desire to terminate a Membership at least thirty (30) days prior to the end of the annual Membership term, which shall be determined by reference to the date that Membership was activated.

The Initial Membership Fee and the Renewal Fee are referred to herein collectively as the **"Membership Fees"**.

2.3. Members that agree to install a qualified Reference Station (see Attachment A) which will be owned by Member may activate up to five (5) Rovers for each of Member's Reference Stations and shall be exempt from payment of the Initial Membership Fee and the first two Renewal Fees for each of the five (5) Memberships. Member may do with these Memberships as it sees fit, including selling them or sharing them with another company or organization. Reference Stations must meet the specifications set forth by WDS (see Attachment A) to be qualified for access to the Network.

2.4. In addition to Membership Fees, Member agrees to pay the Member's proportionate share of costs for implementation, testing, operation, and maintenance of the Network that are incurred by WDS and that exceed the amount of money generated by Network Membership fees.

2.5. Member agrees to allow WDS rental equipment access to the Network at no charge.

2.6. Member agrees not to re-broadcast the RTK signal.

ARTICLE 3. WDS OBLIGATIONS

3.1. WDS will be responsible for implementation of the Network. Once the system is operational, WDS agrees to operate and maintain the Network for an initial term of five (5) years (the **"Initial Term"**). Upon expiration of the Initial Term, WDS shall continue to operate and maintain the Network unless a majority of Members votes not to renew. All direct equipment, operating and maintenance costs will be passed on to the Members AT COST.

3.2. If at any time Members vote to change the structure or procedures of the Network, and WDS feels that the change will have a detrimental effect on the Network, WDS has the right, with sixty (60) days' advance written notice to the Members, to terminate its operation and maintenance of the Network and to turn such responsibilities over to the Members.

3.3. WDS agrees to establish Reference Stations in each major city, which meet the specifications, at no cost to the Network or its Members.

3.4. WDS agrees to provide to Member the following information on a quarterly basis:

A. Names of all Member companies;
B. Number of Memberships issued for both Reference Station owners and Non-Reference Station owners;
C. Amount and source of all money paid into the Network account from Membership Fees;
D. Detailed quarterly report on expenses incurred by WDS; and
E. Estimate of any major changes that might affect costs over the next reporting period.

3.5. WDS reserves the sole right and discretion to refuse access to any Member of the Network that it determines is in breach of this Agreement.

ARTICLE 4. LIABILITY

4.1. Neither WDS any other Members shall be liable for RTK data used outside of the limits of the Network as such use may result in degraded accuracies.

4.2. Although WDS will use commercially reasonable efforts to maintain continuous RTK service, Member acknowledges that interruptions in service may occur and that data availability is not guaranteed. As a result, neither WDS nor any other Members shall be liable for the unavailability or inaccuracy of RTK data.

4.3. Member acknowledges that the Global Positioning System (**"GPS"**) is operated by the U.S. Government Department of Defense, which is solely responsible for the accuracy, daily operations and maintenance of the satellites used in that system. As a result, neither WDS nor other Members shall be liable for the unavailability or inaccuracy of GPS data.

4.4. Member acknowledges that data obtained through the RTK Network is used at its own risk.

ARTICLE 5. GENERAL

5.1. This Agreement shall not be construed as constituting either Party as partner of the other or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other or as providing either party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be responsible for the management, direction and control of its employees and such employees shall not be employees of the other Party.

5.2. **Force Majeure**. Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, or any other similar cause beyond the reasonable control of such Party. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone (to be confirmed in writing within five days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

5.3. **Waiver**. No action taken pursuant to this Agreement by either Party shall be deemed to constitute a waiver by such Party of compliance with any covenant or agreement contained herein unless the waiver is made expressly in writing signed by the waiving Party, and such waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

5.4. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law(s).

5.5. **Governing Law**. This Agreement shall be governed by the laws of the State of Texas as such laws are applied to contracts which are entered into and performed entirely within the State of Texas including the conflicts of law principles thereof. The sole and exclusive venue for any litigation or informal dispute resolution shall be Harris or Montgomery County, Texas.

5.6. **Binding Nature and Assignment**. This Agreement will be binding on the Parties and their respective successors and permitted assigns.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT. THIS STATEMENT OF THE AGREEMENT SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER DESCRIBED IN THIS AGREEMENT.

EXECUTED as of the date first written above.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

COUNTERPART SIGNATURE PAGE
TO
RTK MEMBERSHIP AGREEMENT

WDS:

WESTERN DATA SYSTEMS, INC., a Texas Corporation

Date: 10/29/08

By: _____
Ed Meche, Chief Operations Officer

MEMBER:

HIDALGO COUNTY PLANNING DEPARTMENT

Date: 10-23-08

By: _____
Name: RAUL E. SESIN
Title: PLANNING ADMINISTRATOR

Notice Address:

Company Name HIDALGO COUNTY PLANNING DEPARTMENT

Contact Name RAUL E. SESIN P.E. PLANNING ADMINISTRATOR

Address 1304 S. 25TH STREET

EDINBURG TEXAS 78539

Telephone 956-318-2840

Fax 956-318-2844

E-Mail raul.sesin@co.hidalgo.tx.us

AGREEMENT: Western Data Systems, Inc.

(Agreement For Membership For Trimble R6 Rover Kit)

A-08-435-10-21

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

Date: 10-28-08

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Date: 10-28-08

APPROVED BY COMMISSIONERS COURT: **10/2108**

WESTERN DATA SYSTEMS

Manuel Carrizales
801 E. Ferguson
Pharr, TX 78577
August 5, 2011

Vangie Y. Garcia
Contracts Manager
County of Hidalgo
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Garcia:

The RTK Membership Agreement states in section 2.2 that after the initial one-year term, each membership will automatically renew at a fee of Five Hundred and No/100 dollars ($500.00) per year ("Renewal Fee").

Not stated in the agreement but generally understood is that after the third year of owning your membership the renewal fees will be based on an equal cost shared amount amongst all members of the RTK network that have already completed their third year of membership participation. This fee is typically One Hundred No/100 dollars ($100.00) but can be less.

Please attach this letter to your signed membership agreement. If you have any further questions, please don't hesitate to contact us.

Manuel Carrizales
Survey Sales Manager

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, August 21, 2012 1:15 PM
To: 'Evangelina Garcia'
Subject: RE: Review of RTK Membership Agreement

The agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, August 21, 2012 8:26 AM
To: 'Steve Crain'
Cc: 'Martha Salazar'
Subject: Review of RTK Membership Agreement

Good Morning Mr. Crain:
Attached for your review as to form is an agreement in place since 2008 for Hidalgo County Planning Department. It's an automatic renewal however, I still take it back on yearly basis to have the court approve for the year, which I will be placing an agenda item for the approval of this year's renewal. Currently, the Auditor's are requesting for any and all agreements be reviewed and approved by legal so as to have supporting documentation on the approval.

Appreciate your assistance on this.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Requisition

Req # 00213102

PO #

Date: 03/19/12

Bill To: x
x

Vendor : 343587

NORTH AMERICAN WESTERN DATA SYSTEMS
DBA WESTERN DATA SYSTEMS
14722 REGNAL STREET
HOUSTON TX 77039-1042
FAX (281)987-2743

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. 32

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Membership Contract Renewal Fee for the Trimble 6 Surveying Equipment Approved thru CC on 10/21/2008. This is just a warranty....doesn't need to go before Comm. Court. DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Membership Contract Renewal fee for the Satellite and Cellular Phone Systems for the Trimble 6 Surveying Equipment (surveying equipment and accessories purchased from Trimble Navigation Systems and Martin Instruments) membership contract 12-01-12 to 11-30-13. P. C. #92045	100.00	100.00
		Account No	Encumbrance	
		2-1100-419-10-210-001-0-336	100.00	
			Freight	.00
			Total	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-33799 **12. J.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the final year as provided with Cymez International Security under contract #E-11-277-10-04 (original contract #C-10-337-10-19) for the provision of: "Security Services For County Owned Structures-Buildings-Parks-Equipment-Facilities-Hidalgo County", under the same rates, terms and conditions with effective date of October 19, 2012 and ending October 18, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: Countywide-Obj. 350

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

BUDGETARY IMPACT:

Obj. Code-350 "Other Svcs"-County Wide Project/Contract-Funding to be determined once security services are required by user department.

Services are on an "as needed basis". Please refer to attached expense report for funding availability as of 8-30-12.

Attachments

Contract Documentation

Obj. 350 Exp. Report as of 8-30-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:10 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:19 PM
Rosalinda Cantu	Merlen P. Munoz	08/29/2012 08:08 AM
Ivan Cantu	Ivan Cantu	08/30/2012 03:55 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Vangie Garcia Started On: 08/20/2012 08:49 AM

Final Approval Date: 08/31/2012

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 20, 2012

Cymez International Security
Attn: Oscar Del Toro, Jr.
1124 North International Blvd., Suite 904
Hidalgo, Texas 78557

Via Certified Mail: 7011-2000-0001-9786-1386
Email: nationalcop2003@yahoo.com

Re: **E-11-277-10-04** (Original C-10-337-10-19)-Security Services For County Owned Structures Buildings-Parks-Equipment-Facilities-Hidalgo County"

Dear Mr. Del Toro:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, September 4, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, August 21, 2012 and or sooner**, 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: _____ Date: 8-20-12

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

cc:

department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-337-10-19

THIS CONTRACT is made and entered into this **19th** Day of **October, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Cymez International Security, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Security Services For County Owned Structures-Buildings-Parks-Equipment-Facilities"** 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 agree that this Contract is entered into in order to provide the Services to locations at **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 **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **October 19, 2010** and ending on **October 18, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for **two (2)-one (1)** year **terms** at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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	**Cymez International Security** **Attn: Oscar Del Toro, Jr.** **1124 N. International Blvd., Ste. 904** **Hidalgo, Texas 78557**

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 without cause 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. Non-Exclusive Services. Hidalgo County reserves the right to request these services from other sources and shall not be in violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

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.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Omega International Security
By:_____
Printed Name: Oscar Del Toral
Title: Operation Manager

APPROVED BY COMMISSIONES COURT: **October 19, 2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT -FACILITIES"**
Bid No: 2010-337-10-13-SGS

Dear Respondents:

Enclosed please find a Request for Bid (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, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY (All Funding Sources)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO: 2010-337-10-13-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 7 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 8 pages

The above mentioned items shall be found in the for Bid (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, 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 — 09/27/2010 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES)

"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BLDS-PARKS-EQUIPMENT-FACILITIES"

BID OPENING DATE:
OCTOBER 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES) - SECURITY SERVICES FOR COUNTY- OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"** 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-2010-337-10-13-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES) – SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, OCTOBER 13, 2010.**

   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 "RFB NO.: 2010-337-10-13-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES) - SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
   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

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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 of 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 (ALL FUNDING SOURCES) – SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITES"** 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
2808 S. Bus. Hwy. 281
Edinburg, TX. 78539
Attn: Elizabeth Cano
956-318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**October 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 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 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 (ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
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 COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

COUNTY OF HIDALGO
REQUEST FOR BID
"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

OVERVIEW:

The County of Hidalgo is seeking qualified participants(s) to furnish **Security Services** for RFB- HIDALGO COUNTY. Services will be required Monday-Sunday, hours will be determined by location and on an as needed basis.

There will be a **"Pre-Bid Meeting"** scheduled for Thursday, **September 30, 2010 @10:30 A.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, October 13, 2010. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO.
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 Security Services for Hidalgo County owned property, including but not limited to structures, buildings, parks and other facilities within Hidalgo County on "an as needed basis".

SCOPE OF SERVICES:
a) Contractor will be required to provide security services at the direction of Hidalgo County for this project. Services will be as scheduled by Hidalgo County Mondays – Sunday on an as needed basis.

b) It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements.

c) Security Services to include patrolling by marked security vehicle of such if requested.

d) Contractor will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** which "Emergency" may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.

e) It shall be the responsibility of the contractor to comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

f) 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.

g) 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.

h) The point of contact for designation of assignment of County owned Structures, Buildings, Parks, Equipment or Facilities and or any additional matter will be Valde Guerra, HC Executive Officer.

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
Must be agency licensed and bonded by the proper authority in the State of Texas that regulates this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety.

SECURITY OFFICERS
Must have current licenses and permits for all security guard personnel as mandated by local, state and federal requirement.

DURATION OF CONTRACT
1. The initial term of the contract shall be for one (1) year period, 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

SCHEDULE:
Hidalgo County will direct, assist and provide a list of structures, buildings, parks, equipment or facilities. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete additional structures, buildings, parks and other facilities 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
Hourly rate for state certified (armed) security officer, hourly rate for state certified (non-armed) security officer and daily rate for patrol unit.

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, October 13, 2010**.

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. Certifications, permits as mandated by the State Of Texas;
2. Insurance Certifications;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Will be on an "As Needed Basis"

Hourly Rate for State Certified Armed Security Guard: $_____

Hourly Rate for State Certified Non-Armed Security Guard: $_____

Daily Rate for Patrol Unit: $_____

Hourly Rate for Emergency Disasters (i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)- **Armed** $ _____
Non-Armed $ _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

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 shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

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.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	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 THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**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	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

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 Commissioner's 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 Commissioner's 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

Adopted 05/20/2007

(Copy of receipt and this form must be submitted with bid)

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.:

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 [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.

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.

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
BID NO.: 2010-337-10-13-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Will be on an "As Needed Basis"

Hourly Rate for State Certified Armed Security Guard: $ 10.25

Hourly Rate for State Certified Non-Armed Security Guard: $ 10.25

Daily Rate for Patrol Unit: $ 12.00

Hourly Rate for Emergency Disasters (i.e. riots, power outages, etc.) and/or Disasters (i.e. hurricanes, floods, tornados etc.)- **Armed** $ 12.00
Non-Armed $ 12.00

INSURANCE CERTIFICATES INCLUDED: **YES** ✓ **NO** _____

BIDDER/COMPANY NAME: CyMez International Security L.L.C.
ADDRESS: 1124 N. Int'l Blvd. ste 904
CITY/STATE/ZIP CODE: Hidalgo TX 78557
PHONE & FAX NUMBER: 956-843-8238 office / 956-661-1451 FAX
E-MAIL ADDRESS: nationalcop2003@yahoo.com
CELLULAR NUMBER: 956-212-6415
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: Oscar DelToro JR
TITLE: Operation Manager
DATE: 9-29-10

OPENED
9:44am
10-13-2010
Witnessed

(Must be submitted with Bid Packet)

PURCHASING DEPARTMENT
County Of Hidalgo

September 27, 2010

RE: ADDENDUM NO.1
RFB No: 2010-337-10-13-SGS
HIDALGO COUNTY(ALL FUNDING SOURCES)-"SECURITY SERVICES FOR COUNTY – OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY (ALL FUNDING SOURCES)"** Request for Sealed Bids for the **"SECURITY SERVICES FOR COUNTY – OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than Sept. 29, 2010 at 5:00 p.m. via e-mail to sandy.suarez@co.hidalgo.tx.us or via fax to (956)318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 ext. 4860.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY (ALL FUNDING SOURCES)-"SECURITY SERVICES FOR COUNTY – OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sgs
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
SEPTEMBER 27, 2010

HIDALGO COUNTY
(ALL FUNDING SOURCES)
"SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO.:2010-337-10-13-SGS

Bid Opening Date:
OCTOBER 13, 2010

PLEASE NOTE THE FOLLOWING ADDITIONS & REPLACEMENT:

1) CHECKLIST-ADDITION- NO. 7: **EXHIBIT "E", BIDDER'S AFFIDAVIT**

2) REPLACE ORIGINAL EXHIBIT "A" REQUIRMENTS, with **EXHIBIT "A" REQUIREMENTS/MODIFIED**

3) EXHIBIT "E" page 2 of 2, **BIDDER'S AFFIDAVIT-(addition)**

I, _____, acknowledge receipt of ADDENDUM No. 1 dated, September 27, 2010 for RFB NO.: 2010-337-10-13-SGS- **"Hidalgo County (All Funding Sources) – SECURITY SERVICES FOR COUNTY –OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"**

_____ _____
Print VENDOR's Name Date

NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY (All Funding Sources)
"SECURITY SERVICES FOR COUNTY-OWNED STRUCTURES-BUILDINGS-PARKS-EQUIPMENT-FACILITIES"
RFB NO: 2010-337-10-13-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Requirements, consisting of 7 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Exhibit E Bidder's Affidavit, consisting of 2 pages.
8. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages.
9. Certification Regarding Debarment, consisting of 2 pages.
10. Draft Service Agreement consisting of 8 pages.

The above mentioned items shall be found in the for Bid (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, 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, CPPB, Purchasing Agent

09/27/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "A"
REQUIREMENTS/MODIFIED

HIDALGO COUNTY
REQUEST FOR BIDS

"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

ADDENDUM #1
EXHIBIT "A" MODIFIED

"SECURITY SERVICES FOR COUNTY OWNED STRUCTURES, BUILDINGS, PARKS, EQUIPMENT OR FACILITIES"

RFB NO: 2010-337-10-13-SGS

OVERVIEW:

The County of Hidalgo is seeking qualified participants(s) to render **Security Services** for Hidalgo County owned property, including but not limited to structures, buildings, parks and other facilities within Hidalgo County on "an as needed basis". Services will be required Monday-Sunday, hours will be determined by Assignee and/or location.

SCOPE OF SERVICES:

a) Bidders will be required to provide security services under the direction of Hidalgo County Executive Officer Mr. Valde Guerra.

b) It shall be the responsibility of the bidder to meet all applicable federal and/or state laws and safety requirements.

c) Security Services to include patrolling by marked security vehicle of such if requested.

d) Bidder will be ready to commit and activate any or additional security services in an event of an **"Emergency Disaster"** (i.e. may include power outages, riots, civil disobedience, etc., and **"Disasters"** will be acts of God such as hurricanes, floods, tornados, etc.)

e) Bidder will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of bidder in performing the services described in this Request for Bids.

f) The point of contact for designation of assignment of County owned Structures, Buildings, Parks, Equipment or Facilities and or any additional matter will be Mr. Valde Guerra, HC Executive Officer.

g) Hidalgo County will direct, assist and provide a list of structures, buildings, parks, equipment or facilities. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis".

REQUIREMENTS

Required Certificates and Submittal

Must be agency licensed and bonded by the proper authority in the State of Texas that regulates this type of work and shall be in good standing with the Private Security Bureau of the Texas Department of Public Safety.

Bid Rate Hourly rate for state certified (armed) security officer, hourly rate for state certified (non-armed) security officer and daily rate for patrol unit.

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

Vendors must submit the following:

1. Certifications, permits as mandated by the State Of Texas;
2. Insurance Certifications;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

Security Officers
Must have current licenses and permits for all security guard personnel as mandated by local, state and federal requirement.

Bidder's Affidavit:
Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "E") 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.

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

Signing Of Bids:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

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.

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.

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, October 13, 2010**.

General Terms and Conditions

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

3. 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 be cancellation.

4. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

5. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.

6. Hidalgo County reserves the right to add or delete additional structures, buildings, parks and other facilities throughout during the term of the contract under the same rates and conditions.

7. 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 advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

10. Vendor(s) will provide Bidder's Affidavit "E" of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo 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 Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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.

Additional Information:

There will be a **"Pre-Bid Meeting"** scheduled for Thursday, **September 30, 2010 @10:30 A.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, October 13, 2010. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. ***Telephone calls will not be accepted!***

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, October 06, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 08, 2010 by 5:00 P.M.

BIDDER'S AFFIDAVIT
EXHIBIT "E"

BIDDER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Bidder nor any of the Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other bidder, or potential bidder, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Bid and subsequent agreement, except at a meeting open to all interested bidder, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioners between bid submission date and award by the Hidalgo County Commissioners' Court.

(4) Affiant further states no officer, or stockholder of the bidder is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 2010

Texas Department of Public Safety

Certificate of License

The Texas Private Security Bureau certifies that:

CYMEZ INTERNATIONAL SECURITY LLC

C11559

Is Duly Licensed as

Investigations / Security Contractor

Guard Company

Alarm Systems Company

Courier Company

Under the provisions of Chapter 1702 Texas Occupations Code, as amended
This License

EXPIRES: 7/31/2013

Steven C. McCraw

Director, Tx Dept. of Public Safety

PSB-47(6/05)

OCCUPATIONAL LICENSE PERMIT
City of Hidalgo
704 E. Texano Drive
Hidalgo, Texas 78557

A/C#01-00-50-4110

$50.00

Received from **JUAN CARLOS ACOSTA**

The Sum of Fifty no/100 **********

Which entitles **CYMEZ INTERNATIONAL SECURITY** business of

****** SECURITY *******

From the 31ST Day of JULY 2012 to the JULY 31, 2013

Located at 1124 N INTERNATIONAL, STE 400
City of Hidalgo, Texas 78557

HR Martinez
Licenses and Permits

No. 2826

OP ID: TS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Agency, Inc. 93 East Main Street Smithtown, NY 11787 George Gavaris 877-242-9600 877-243-8995	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CYMEZ-1
INSURED Cymez International Security, LLC 1124 N International Blvd Hidalgo, TX 78557	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Insurance Company — 10348 INSURER B : Texas Mutual Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Assault & Battery X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		BSPKG0193103	08/05/12	08/05/13	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 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BSPKG0193103	08/05/12	08/05/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001229028	09/24/11	09/24/12	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is included as an additional insured under the general liability with respect to the liability created by the negligent acts, errors and omissions of the named insured herein as required by written contract.

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
2802 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Gavaris

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AI-33813 **12. K.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. 4

Requesting authority to enter into a 48-month new copier (capital) lease for a WC7530P copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Constable Pct. 4 Department through Requisition #220976 in the amount of $227.67/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-294-001-0-780

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

BUDGETARY IMPACT:

Available funds in requisition no. 220976 as of 08/30/12.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:18 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:20 PM
Rosalinda Cantu	Rosie Cantu	08/31/2012 08:34 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Tanya Delira Started On: 08/20/2012 04:03 PM

Final Approval Date: 08/31/2012

Requisition

AI 33813

Req # 00220976

PO #

Date: 08/10/12

Bill To: x
x

Vendor : 42129

XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No: 985-L2 TPASS STA

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		XEROX WORKCENTRE 7530P MULTI FUNCTION COPY MACHINE - SERVICE AND MAINTENANCE FROM SEPTEMBER TO DECEMBER 2012. DO NOT DUPLICATE ORDER		
4.00	MONTH	Workcentre 7530P Printer/Copier	227.67	910.68
		Account No	Encumbrance	
		2-1100-421-00-294-001-0-780	910.68	
			Freight	.00
			Total	910.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Contracts Clerk

Authorized By: _____

DD974

XEROX 985-L2 TPASS STATE CATALOG CONTRANCT PRICING

AI33813



XEROX WORKCENTRE 7530P
35 black / white ppm digital copier
30 color ppm digital copier

WORKCENTRE **7530 Printer** with 2 X 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, **Full Network Scanning**, Server Fax, I Fax, STD Output Tray, Left Side Tray, DADF, 35/30 ppm speed/Nameplate Kit, 2 x 250 sheet OCT.

Price includes
5,000 B/W impressions
All excess B/W prints at $0.0084 each
All color impressions at $0.0690 each

48 Month Lease

Monthly Base	**$**	**221.22**
1 Tray Module	**$**	**6.45**
Total Monthly Lease	**$**	**227.67**
Cash Purchase Price		**$10,618.56**

xerox

Capital Lease Versus Operating Lease Test
2012

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

										1	2	3a	**3b**	**4a**	4b	
CC Date	**Dept. No.**	**Installation Date**	**Serial Number**	**Lease / Property Schedule No.**	**Req. Number**	**Asset Module Asset ID No.**	**Lease Term Start Date**	**Model Description**	**Monthly Pymt Amount**	**Title Xfer at End of Lease? (Y/N)**	**Bargain Purchase Option? (Y/N)**	**Lease Term in Months**	**Est. Economic Useful Life in Months**	**Total Principal Pmts Over Lease Term**	**FMV of Leased Equip. at Lease Inception**	**Capital or Operating Lease? (Calculated Field)**
9/4/2012	294			Constable Pct 4	220976	985-L2	9/4/2012	WC7530P	$227.67	n	n	48	60	$10,928.16	$10,928.16	Capital Lease

AI-33805 **12. L.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

HIDTA Task Force:

Requesting authority to purchase a 24-month copier service agreement renewal and authority to execute required agreement for the following with Copy Graphics, Inc. (2-1100-415-15-140-001-0-432;

Requisition	Model	Serial	Location	Yearly	Effective
221502	MP-C3000SPF	L3765600717	3100 S. Closner, Edinburg, TX	$100.00/8,000 B&W-+.015/EACH $50.00/500 COLOR-+.011/EACH	9/21/12-9/20/14

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1291-412-00-270-003-1-432

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

BUDGETARY IMPACT:

Funds available as of 08/30/2012, refer to Req #00221502.

Attachments

Copy Graphics-HIDTA Requisition

Agreement

Legal Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:16 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:19 PM
Sylvia Solis	Sylvia Solis	08/30/2012 11:10 AM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Matilde Faz Started On: 08/20/2012 01:42 PM

Final Approval Date: 08/31/2012

Requisition

Req # 00221502

PO #

Date: 08/21/12

Consent
33805
9/4/12

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
197

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	MONTH	OM THIS IS FOR THE TOTAL SERVICE PLAN FOR MODEL #MPC3000SPF PER MONTH AND WILL INCLUDE 8,000 B/W COPIES ANY OVERAGES RATE $.015 PER COPY PRINTERS AND 500 COLOR COPIES AT $.11 FOR AVERAGES PER COPY OR PRINTS SERIAL #L3765600717. SERVICE PLAN INCLUDES PARTS, LABOR, TONER, AND DRUM. ALL BLACK AND COLOR TONERS INCLUDED. EFFECTIVE DATES: 9/21/2012-9/20/2014	150.00	450.00
3.00	EACH	OM OVERAGE $100.00 PER MONTH X 3 MONTHS = $300.00	100.00	300.00
		Account No	Encumbrance	
		2-1291-412-00-270-003-1-432	750.00	
			Freight	.00
			Total	750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ORIGINAL

CGI1011-06

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name HIDTA Cust# 3238

Physical Address 3100 South Closner Billing Address PO Box 5719

City/State/Zip Edinburg, TX 78539 City/State/Zip McAllen, TX 78502-5719

Phone/Fax 381-0444 / 381-8722 Phone/Fax ____ / ____

EQUIPMENT COVERED

Model: MP-C3000SPF Options: ____ Serial: L3765600717

Starting Meter: Copy/Print Clicks: ____ Scan: ____

Cost: $ 100.00 for 8000 black & white **clicks.** Rate: .015 per copy.

Cost: $ 50.00 for 500 color **clicks.** Rate: .011 per copy.

All scans will be charged at $.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

Effective dates of agreement from 9/21/12 to 9/20/14 or copies specified.

Contract to be billed: ☐ Yearly ☐ Quarterly ☒ Monthly ☐ Included in Lease

[Contract includes black and color toners.]

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

Authorized Signature — Title: County Judge

Hon. Ramon Garcia
Print Name

Ana Escobar
Copy Graphics, Inc. Representative

8/15/12
Date

DIGITAL TOTAL B/W & Color
TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of 2 years commencing on 9/21/12 to 9/20/14 unless earlier terminated as herin provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer, black toner, and color toners not to exceed ____ per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software or network-related failures, programming or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS. OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 11:42 AM
To: 'Darlene Betancourt'; 'Matilde Faz'; 'Yvette Islas'
Cc: 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette:
Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Maty.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 5:08 PM
To: 'Steve Crain'
Cc: 'Matilde Faz'; 'Darlene Betancourt'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene
Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012
Thanks!

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II

AI-33781 **Purchasing Department 12. M.**

CC CONSENT

Meeting Date: 09/04/2012

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to adverise and approval of procurement packet (i.e., specifications/requirements, legal notice, draft service contract, etc.) as attached hereto for: Hidalgo County - "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" RFB No. 2012-173-09-26-YZV including the re-advertising of project in the event no bids are received and/or rejectionof bids and project is still required.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: September 08, 2012
2nd Advertisement: September 15, 2012
Bid Opening Date: September 26,2012

Current Contract expires: December 13, 2012.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Available balance as of 8-29-12 $63,940.00

Attachments

DEPARTMENT-SIGNED MEMO-173
rfb-2012-173-BURIAL SERVICES
LEGALS REVIEW AND OK

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/28/2012 02:09 PM
Budget & Management	Merlen P. Munoz	08/28/2012 04:10 PM
Manuel Chapa	Manuel Chapa	08/29/2012 03:41 PM
Auditor's Office	Angela Garcia	08/31/2012 01:49 PM

Form Started By: Yolanda Velasquez Started On: 08/17/2012 08:49 AM

Final Approval Date: 08/31/2012

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Eddie Olivarez, Chief Administrator Officer
Hidalgo County Health & Human Services
Attn: Dairen Sarmiento, Director

From: Yolanda Velasquez
Purchasing Dept., Buyer III

Date: July 30, 2012

Re: **RFB No. 2012-173-00-00-YZV Approval of Specifications/Requirements for "TURNKEY BURIAL SERVICES (INCLUDING CEMETARY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 1100-444-00-240-002-0

Dairen Sarmiento — Dairen Sarmiento — 7-31-12

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, AUGUST 15, 2012 by 2:00P.M.

ENCLOSURES

September 10, 2012

_____

_____

_____

_____

RE: Hidalgo County
Request for Bids – "Turnkey Burial Services (Including Cemetery Plot) for Unidentified Pauper Remains"
Bid Nº 2011-173-09-26-YZV

Dear Sir or Madam:

Enclosed please find a Request for Bid (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, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Bid No: 2012-173-09-26	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS

BID OPENING DATE

SEPTEMBER 26, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County – TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS** 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-2012-173-09-26-YZV "TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 26, 2012. 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-2012-173-09-26-YZV-RFB-"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAIN-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**.**

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 - **"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract Number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Health and Human Services
Attn: Dairen Sarmiento
1304 South 25th
Edinburg, Texas 78539
TEL: (956) 383-6221

17. Schedule of Events

Bid Opening, 9:30 AM	**SEPTEMBER 26, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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 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 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 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 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

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

BID NO.: 2012-173-09-26-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
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: _____

HIDALGO COUNTY
"TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED PAUPER REMAINS"
BID NO: 2012-173-09-26-YZV

SCOPE OF SERVICE:

Hidalgo County is seeking a "Turnkey Burial Services Including Cemetery Plots for Unidentified (John-Jane Doe's) Pauper Remains" with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. "ALL BURIAL SERVICES" WILL BE ON **"AN AS NEEDED BASIS ONLY".**

SPECIFICATIONS:

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turn around period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.

2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.

3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

   Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

   A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

   Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.

5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.

7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

8. Any religious services held (if any) shall be at no additional cost to the County.

9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.

10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).
Perpetual care is not required.

TERMS AND CONDITIONS:

1. The term of the contract is for a period of one (1) year with the County's option to renew for an additional 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 delay award of the new bid for next contract term.

2. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

3. Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

4. 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 service ordered, or (c) terminated by County with thirty day's (30) written notice prior to cancellation.

5. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

7. 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 advantage to the County.

8. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

ADDITIONAL INFORMATION:

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: yolanda.velasquez@co.hidalgo.tx.us or via facsimile (956) 318-2629 no later than, Wednesday **September 19, 2012** at 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than 5:00 p.m. Friday, **September 21, 2012.**

EXHIBIT "B"

HIDALGO COUNTY

"TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS"

BID No 2012-173-09-26-YZV

BID PAGE

All Burial Services will be on "as needed basis only"

Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.

DESCRIPTION : TURNKEY BURIAL SERVICES PER BODY	UNIT PRICE
To include Cemetery Plot with Opening/Closing Cost of Plot and Concrete Liner (if applicable)	$

Are you currently registered with the Funeral Services Commission in the State of Texas? **Yes** ☐ **No** ☐

If Yes, state how many years?_____.

If No, briefly give an explanation:_____

_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE №: _____ **FAX №:**_____

CELLULAR №:_____**Email:**_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"
Insurance Requirements

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 shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

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.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**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	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

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

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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.:**

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. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

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. 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 ▶** **Date ▶**

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,
- 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-173-00-00

THIS CONTRACT is made and entered into this _____ day of _____**, 2012** by and between the **County of Hidalgo, Texas** ("County"), and _____. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"** (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" ("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 the RFB, 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** for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. 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 RFB

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within **Hidalgo County** following a request for Services by the **Health and Human Services Department Officer** 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 **December 14, 2012 and** ending on **December 13, 2013** and may be extended a the sole discretion of the 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 due.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

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

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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:

to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

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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) this contract may be terminated by County without cause upon thirty (30) days 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.

17. **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)

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WITNESS our hands in duplicate originals this_____ day of_____, **2012.**

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM

ATLAS & HALL, LLP

By: _____
Stephen L. Crain, Attorney

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EXHIBIT “A”

REQUEST FOR BIDS

PROCUREMENT PACKET

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EXHIBIT “B”
BID PAGE

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

DRAFT

From: Martha Salazar
To: "Yolanda Velasquez"
Subject: FW: Burial Contract
Date: Thursday, August 16, 2012 1:13:07 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 16, 2012 12:18 PM
To: 'Martha Salazar'
Subject: RE: Burial Contract



The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 16, 2012 11:44 AM
To: 'Steve Crain'
Subject: FW: Burial Contract
Importance: High

Mr. Crain:
Recommended changes complete. Please review and comment as to form.
Marty

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, August 16, 2012 9:29 AM
To: 'Martha Salazar'
Subject: FW: Burial Contract

Good morning Ms. Marty

I made the change as per legal's request.

Thank you
Yoli

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 16, 2012 8:29 AM
To: 'Yolanda Velasquez'
Subject: FW: Burial Contract

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 16, 2012 7:58 AM
To: 'Martha Salazar'
Subject: Burial Contract

Good morning,

Please see revisions

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.