



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

Rhonda Kranick, Site Admin. Specialist

via email [rkranick@sbsite.com](mailto:rkranick@sbsite.com)

**SBA TOWERS IV, LLC**

5900 Broken Sound Parkway NW

Boca Raton, Florida 33487

Ph. 1 (888) 950-7483 / (561) 226-9235 Facsimile (561)-322-2883

**Re: E-12-205-07-31 (C-10-043-08-03) -LA JOYA TOWER SPACE-HIDALGO COUNTY SHERIFF'S / EMERGENCY DIVISION.**

Dear Ms. Kranick:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(THIRD 3<sup>RD</sup> YEAR)** of the **additional nine (9) one (1) year periods** as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By: \_\_\_\_\_  
SBA Towers IV, LLC Authorized Signature

Date: \_\_\_\_\_

***Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements 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,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file



# NOTEPAD

INSURED'S NAME SBA Communications Corporation

SBACO-1  
OP ID: NC

PAGE 2  
DATE 03/15/13

## NAMED INSUREDS:

SBA COMMUNICATION CORPORATION  
SBA NETWORK SERVICES, LLC  
SBA DAS HOLDINGS, LLC  
SBA DEPOSITOR LLC  
SBA GUARANTOR LLC  
SBA HOLDINGS LLC  
SBA INFRASTRUCTURE, LLC  
SBA LAND, LLC FKA TCO LAND LLC  
SBA MONARCH ACQUISITION, LLC  
SBA MONARCH TOWERS I, LLC  
SBA MONARCH TOWERS III, LLC  
SBA MONARCH STEEL, LLC  
SBA NETWORK MANAGEMENT, INC.  
SBA PUERTO RICO, INC.  
SBA SENIOR FINANCE II LLC  
SBA SENIOR FINANCE LLC  
SBA SITE MANAGEMENT, LLC  
SBA SITES, LLC

SBA STEEL LLC  
SBA STEEL II, LLC  
SBA STRUCTURES LLC  
SBA TELECOMMUNICATIONS, LLC  
SBA TOWERS II LLC  
SBA TOWERS III LLC  
SBA TOWERS IV, LLC  
SBA TOWERS V, LLC  
SBA TOWERS USVI, INC.  
SBA TOWERS USVI II INC.  
SBA TOWERS, LLC  
SITEXCELL VENTURES LLC  
STC TOWER DEVELOPMENT ACQUISITION 2012, LLC  
SUFFOLK WIRELESS ACQUISITION 2012, LLC  
XCELL TOWERS ACQUISITION 2012 LLC  
ATLAS TOWERS ACQUISITION 2011, LLC  
SBA 2012 TC, LLC  
SBA 2012 TC ACQUISITION, LLC  
SBA 2012 TC ASSETS, LLC

SBA 2012 TC ASSETS LAND, LLC  
SBA 2012 TC ASSETS PR, LLC  
SBA 2012 TC HOLDINGS, LLC  
DATAPATH DEVELOPMENT TOWERS, LLC  
SBA DAS, LLC



**REGULAR MEETING - JANUARY 22, 2013**

MEMBERED, that on this 22nd day of January A.D., 2013, there was begun and  
LAR MEETING of the Honorable Commissioners' Court of Hidalgo County,  
in the following members thereof were present, to-wit:

- |   |                                     |
|---|-------------------------------------|
| <b>HONORABLE RAMON GARCIA</b>           | <b>HIDALGO COUNTY JUDGE</b>         |
| <b>HONORABLE A.C.CUELLAR, JR.</b>       | <b>COMMISSIONER, PRECINCT NO. 1</b> |
| <b>HONORABLE HECTOR "TITO" PALACIOS</b> | <b>COMMISSIONER, PRECINCT NO. 2</b> |
| <b>HONORABLE JOE M. FLORES</b>          | <b>COMMISSIONER, PRECINCT NO. 3</b> |
| <b>HONORABLE JOSEPH PALACIOS</b>        | <b>COMMISSIONER, PRECINCT NO. 4</b> |

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE  
COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings  
were had, to-wit:



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT**  
**MEETING**  
**January 22, 2013**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

- 1. Roll Call**  
All members of the Court were counted present.
- 2. Pledge of Allegiance**  
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
- 3. Prayer**  
Virginia Townsend led the Court and Audience in Prayer.
- 4. Approval of Consent Agenda**  
The Court moved to approve the Consent Agenda.
- 5. Open Forum**  
-Virginia Townsend requested the Court to change the meeting times, disagreed with the various increases in departments, expressed concerns/clarifications with the vendor Dannenbaum.  
-Fern McClaugherty expressed concerns on setting of salaries for various positions and Step & Grade.  
-Opal Billman expressed concerns with fraud pertaining to her property and her false imprisonment.
- 6. Budget & Management - Sergio Cruz:**
  - A.** Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.  
  
On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval with the exception of the District Attorney's Office Professional Personnel and other departments that the Court does not set their Budget, subject to legal review.  
  
**Vote: 5 - 0 - Unanimously**

b. Approval of salary schedule(s).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve items 22.B.3.a.1-6 & b.

**Vote:** 5 - 0 - Unanimously

**23.**

**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 COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

**1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 23.A.1 & 2.a, b & c.

**3. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;**

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.

**Vote:** 4 - 0 - Unanimously

a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District

shall include the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.;

2. Article 8.03 Purchases Between \$5,000.01 and \$25,000.00:

8.03.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential suppliers. Vendors who are located throughout the County and state should be contacted. A record of all the quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

**d. Unless the Purchasing Agent determines and states in writing that the required three (3) verbal, telephone or written quotations could not be obtained and that due diligence was attempted and demonstrated by the department(s).**

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve items 23.D.1.c.

**Vote: 3 - 0 - Unanimously**

**E.**

**Sheriff's Office**

1.



Presentation by (awarded vendor) O. E. INVESTMENTS, LTD on acquisition of company in connection to contract #E-12-205-07-31 (LA JOYA TOWER SITE) as of (August 16, 2012 pursuant to date of Bill of Sale) by "SBA TOWERS IV, LLC.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote: 3 - 0 - Unanimously**

**F.**

**Co. Wide**

1.

Approval to re-assign an evaluation committee member under the new Commissioner for Pct. 1 for the purpose of evaluating the proposals received for "Section 125-Voluntary Insurance Products" for Hidalgo County.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval to assign Raul Lozano to the evaluation committee.



5900 Broken Sound Parkway NW  
Boca Raton, FL 33487-2797

sbasite.com

RECEIVED

SEP 27 2012

COUNTY JUDGE

August 28, 2012

The County of Hidalgo, Texas  
100 E. Cano St. 2nd Floor  
Attn: Rene A. Ramirez, County Judge  
Edinburg, TX 78539

Re: **SBA Site ID: TX15151-A-03** **SBA Site Name: LaJoya**  
**Site Address: 41600 US Highway 83, LaJoya, TX 78560**

Dear Lessee:

SBA Towers IV, LLC is pleased to announce completion of the acquisition in correlation to the above referenced telecommunications tower, which was previously owned by OE Investments, Inc.. Enclosed please find all necessary documentation as proof of this transaction, including a W-9 form completed by SBA Towers IV, LLC for your records. At your earliest convenience, please take the time to review your lease and ensure that any non-compliant matters are resolved, particularly regarding your electric use and consumption.

Please also note that effective immediately, all future rental payments related to this lease should be sent to the address below, and should reference SBA's invoice number and Site ID to ensure the accuracy and efficiency of all future payments made. All notices and correspondence related to this lease should be sent to the correspondence address noted below and should include SBA's Site ID and Site Name:

Rental Payments  
SBA Towers IV, LLC  
PO BOX 935406  
Atlanta, GA 31193-5406  
Re: TX15151-A-03  
Attn: Accounts Receivable

Correspondence  
SBA Towers IV, LLC  
5900 Broken Sound Pkwy NW  
Boca Raton FL, 33487-2797  
Re: TX15151-A-03  
Attn: Site Administration

Please ensure that you forward an Original Certificate of Insurance, which names SBA Towers IV, LLC as the certificate holder and additional insured at the site. The Certificate of Insurance should also contain SBA's Site ID number and /or Site Name so our records will reflect that your company forwarded the Certificate in accordance with the lease.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. You can also visit SBA's interactive webpage at [www.sbasite.com](http://www.sbasite.com) for additional company information.

If you have any questions regarding this transaction, please contact Jose Valdivia, Site Administration Specialist direct at (561) 226-9963.

Sincerely,

Rhonda Kranick  
Site Administration Specialist  
Enclosures

RECEIVED

OFFICE OF EXECUTIVE OFFICER

ON: 9/28/12 BY: Louis T.

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 16<sup>th</sup> day of August, 2012 ("Transfer Date"), by O.E. INVESTMENTS, LTD., a Texas limited partnership ("Assignor"), to SBA TOWERS IV, LLC, a Florida limited liability company ("Assignee").

### RECITALS

A. Pursuant to that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated as of June 21st, 2012, by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon, including but not limited to one (1) communications tower or monopole on the Real Property (collectively, the "Tower"), which Real Property is more particularly described on Exhibit "A" attached hereto. All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. SALE OF PERSONAL PROPERTY. Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property, including but not limited to the Tower and any appurtenances to or improvements located on the Real Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "B" attached hereto which are expressly excluded from the Personal Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.

3. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used

*[Handwritten signature]*  
8/16/12

herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property, including those identified on the rent roll attached hereto as Exhibit "C" (the "Rent Roll"); (b) all security deposits under such Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll); (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Hidalgo County, Texas. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Texas in Hidalgo County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

*[Handwritten signature]*  
8/16/12

7. BINDING EFFECT. This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

8. GOVERNING LAW. This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Texas without regard to principles of conflicts of laws.

9. COUNTERPARTS. This Bill of Sale/Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. PURCHASE AND SALE AGREEMENT. Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase and Sale Agreement.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.



[EXECUTION PAGES FOLLOW]

Witnesses:

Cynthia L. Brand  
Print Name: Cynthia L. Brand

Linda Stansell  
Print Name: Linda Stansell

ASSIGNOR:

O.E. INVESTMENTS, LTD., a Texas limited partnership

By: [Signature]  
Othal E. Brand, Jr.  
President

Witnesses:

Nicole Rocchia  
Print Name: NICOLE ROCCHIA

Mary Graydon  
Print Name: MARY GRAYDON

ASSIGNEE:

SBA TOWERS IV, LLC, a Florida limited liability company

By: [Signature]  
Neil Seidman  
Vice President

EXHIBIT "A"

**Legal Description**

LEGAL DESCRIPTION OF THE LAND:

A 7.0 acre tract of Land out of a 905.87 acre tract out of Porciones 46 and 47, Hidalgo County, Texas; said 905.87 acre tract described in deed recorded in Volume 3378, Page 755, Deed Records,

BEGINNING at an iron rod on the West line of the 905.87 acre tract, North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from its Southwest corner, for the Southwest corner of the following described tract of land; said point being the Northwest corner of the Southwestern Bell 10.31 acre tract and located North 9 Deg. 11 Min. 38 Sec. East, 670.0 feet from the Intersection of the East line of The Patricio Perez Partition and the North line of US Highway No. 83, said Patricio Perez Partition recorded in Vol. 11 Page 21, Map Records;

THENCE; with the West line of the 905.87 acre tract and the East line of the Patricio Perez Partition, North 9 Deg. 11 Min. 38 Sec. East, 553.0 feet to an iron rod, for the Northwest corner hereof;

THENCE, parallel to the North line of the Southwestern Bell 10.31 acre, South 77 Deg. 17 Min. 55 Sec. East 553.0 feet to an iron rod, for the Northeast corner hereof;

THENCE, parallel to the West line of the 905.87 acre tract, South 9 Deg. 11 Min. 38 Sec. West 553.0 feet to an iron rod on the North Line of the Southwestern Bell 10.31 acre tract, for the Southeast corner hereof;

THENCE with the North line of said 10.31 acre tract, North 77 Deg. 17 Min. 55 Sec. West, 553.0 feet to the POINT OF BEGINNING, containing 7.0 acre of land more or less.

30 FOOT ACCESS EASEMENT

Being a 34,273 square-foot tract of land situated in Porcion 46, and also being located in the City of La Joya, Hidalgo County, Texas and being out of a 905.87 acre tract of land described in deed to Hidalgo County Irrigation District as recorded in Document No. 295543, Hidalgo County Official Records (H.C.O.R.), said 34,273 acre tract being more particularly described by a center line strip description as follows:

COMMENCING FOR REFERENCE at the southwest corner of said 905.87 acre tract and being located in the north right-of-way line of U.S. Highway 83;

THENCE South 66° 45' 25" East departing from the southwest corner of said 905.87 acre tract and with the north right-of-way line of said Hwy. 83, a distance of 9.4 feet to a point;

THENCE South 74° 32' 41" East continuing with said north right-of-way line, a distance of 315.3 feet to a point;

THENCE South 80° 09' 59" East, a distance of 207.6 feet to a point for the centerline of the herein described tract and for the POINT OF BEGINNING;

THENCE North 03° 37' 09" West departing from said north right-of-way line, a distance of 74.3 feet to a point;

THENCE North 72° 12' 15" West, a distance of 80.8 feet to a point;

THENCE North 80° 37' 41" West, a distance of 144.6 feet to a point;

THENCE North 58° 03' 11" West, a distance of 46.1 feet to a point;

THENCE North 27° 43' 48" West, a distance of 46.1 feet to a point;

THENCE North 00° 43' 33" East, a distance of 50.3 feet to a point;

THENCE North 16° 57' 24" East, a distance of 309.0 feet to a point;

THENCE North 10° 30' 55" East, a distance of 49.4 feet to a point;

THENCE North 01° 01' 31" East, a distance of 49.4 feet to a point;

THENCE North 07° 11' 41" West, a distance of 58.8 feet to a point;

THENCE North 00° 33' 25" West, a distance of 58.8 feet to a point;

THENCE North 09° 42' 08" East, a distance of 152.8 feet to a point;

THENCE North 01° 26' 38" East, a distance of 22.2 feet to a point for the POINT OF TERMINATION and for a total distance of 1,142.4 feet.



EXHIBIT "B"

Items excluded from Personal Property

None

*DAF*

E-12-205-07-31



June 25, 2012

Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

Othal E. Brand, Jr., President/C.E.O.  
O. E. INVESTMENTS, LTD.  
P. O. Box 4408  
Mc Allen, Texas 78502  
Ph. (956) 793-0103 C. (956) 793-0103

via email [Obrand@riopiexwireless.com](mailto:Obrand@riopiexwireless.com)  
via facsimile (956) 631-2334

Re: *Renewal/Extensions for the following:* **E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE & E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE-HIDALGO COUNTY EMERGENCY DIVISION.**

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(Second 2<sup>nd</sup> Year)** of the additional nine **(9) one (1) year periods** as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

By:  \_\_\_\_\_  
Othal E. Brand, President/C.E.O.

Date: 7/26/12

*Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements 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,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2012

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).

<b>PRODUCER</b> Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Essex Insurance Company		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

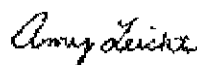
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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. SUBR INSR. WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CL420913390	01/18/2012	01/18/2013	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$ 100,000 MED EXP (Any one person) \$ \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

The policy includes an additional insured endorsement 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.

RE: 41600 Hwy 83 La Joya, Texas 78560  
 176 S. Milanos Weslaco, Texas 78596

<b>CERTIFICATE HOLDER</b> County of Hidalgo 2812 S. Bus. Hwy 281 Edinburg, TX 78539	<b>CANCELLATION</b> 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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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).

<b>PRODUCER</b> Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	<b>CONTACT NAME:</b> Enedelia Hernandez	
	<b>PHONE (A/C, No, Ext):</b> 956.686.3888	<b>FAX (A/C, No):</b> 956.682.5650
<b>E-MAIL ADDRESS:</b> nellieh@shepins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Texas Mutual Insurance Company	0060	
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** O. E. Investments, Ltd.  
P.O. Box 4408  
McAllen, TX 78502

**COVERAGES**                      **CERTIFICATE NUMBER: 2012-2013 W/C**                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED                    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	TSF-0001208277	01/28/2012	01/28/2013	WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

<b>CERTIFICATE HOLDER</b>  Hidalgo County 2812 S. Bus. Hwy 281 Edinburg, TX 78539	<b>CANCELLATION</b>  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  Kent Shepard/CL21



**AGENDA  
CC CONSENT  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
July 31, 2012  
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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC  
CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

1. ✓ **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.)**

2. ✓ **2012 Intradepartmental transfers:**

- A. AI-33343 2012 - County Clerk (1100)
- B. AI-33287 2012 - Sheriff's Office (1284)
- C. AI-33406 2012 - Sheriff's Office East Substation (1342)
- D. AI-33286 2012 - Sheriff's Office (1100)
- E. AI-33240 2012 - Sheriff's Office (1228)
- F. AI-33253 2012 - Health & Human Services Dept. (1293)
- G. AI-33255 2012 - Health & Human Services Dept. (1100)
- H. AI-33301 2012 - Health & Human Services Dept. (1293)
- I. AI-33276 2012 - Human Services (1100)

*Approved*

D. AI-33327 Pct. #4 CO 2010:  
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of \$8,000.00

E. AI-33412 Sheriff's Office (1100):  
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of \$3,500.00.

4. **Planning Department:**

A. AI-33415 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

5. **Right of Way - Permits:**

A. AI-33310 North Alamo Water Supply Corporation:  
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

6. **Membership Dues:**

A. AI-33330 Sheriff's Office:  
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of \$30.00 for membership dues, \$25.00 for the narcotics certification and \$25.00 for the police service dog certification.

7. **Budget & Management:**

A. AI-33264 1. Approval of reimbursement in the amount of \$754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	\$411,187.14
07/14-20/12	\$342,995.50
TOTAL	\$754,182.64

2. Approval of wire transfer to cover claims paid.

8. **Purchasing Dept:**

**Notes:**

A. FOR ANY CONTRACTS(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 COUNTY TREASURER TO ISSUE

**PAYMENT(S)/CHECK(S).**

A. ~~AI-33435~~ **Cooperative Agreements:**  
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

B. AI-33176  
1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,  
2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

C. AI-33273  
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

D. AI-33450  
Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for: "**LEASE OF TOWER SPACE**" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

**APPROVED**

**AI-33450**

**8. D.**

**CC CONSENT**

**Meeting Date:** 07/31/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for: "**LEASE OF TOWER SPACE**" in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

**1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE**

**2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE**

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-421-00-280-083-0-441

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 7/30/12 \$32,572.00.

Attachments

Ext/Renewal-OEI-La Joya Tower Site

Ext/Renewal-OEI-Weslaco Tower Site

Form Review

**Inbox**  
Purchasing Department  
Budget & Management  
Rosalinda Cantu  
Auditor's Office

**Reviewed By**  
Marty Salazar  
Merlen P. Munoz  
Merlen P. Munoz  
Angela Garcia

**Date**  
07/26/2012 03:53 PM  
07/26/2012 03:56 PM  
07/27/2012 03:39 PM  
07/27/2012 04:51 PM

Form Started By: Letty Saenz

Started On: 07/26/2012 02:46 PM

Final Approval Date: 07/27/2012

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

**AMENDED AND RESTATED  
LEASE AGREEMENT  
C-10-043-08-03**

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3<sup>rd</sup> day of August 2010, is made between the parties, as follows:

**WHEREAS**, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

**WHEREAS**, the Lease Agreement accidentally omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake;

**WHEREAS**, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

**NOW THEREFORE**, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3<sup>rd</sup> day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as Lessee.

**ARTICLE 1. DEMISE OF LEASE PROPERTY**

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

**ARTICLE 2. LEASE TERM**  
**Term**

**2.01** This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011**; subject, however, to earlier termination as hereinafter provided.

---

## Renewal

**2.02** 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 "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (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.

## Voluntary Termination

**2.03** Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

## Commitment of Current Revenues Only

**2.04** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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. '271.903 (Vernon Supp. 1996).

## **ARTICLE 3. RENT**

### Monthly Rental

**3.01** Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars (\$2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

**3.02** Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

#### **ARTICLE 4. UTILITIES**

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.

#### **ARTICLE 5. USE OF PROPERTY**

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

#### **ARTICLE 6. REPAIR AND MAINTENANCE**

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

#### **ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE**

##### **Taxes**

**7.01** Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

##### **Alteration, Additions, and Improvements**

**7.02** Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

**7.03 Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

#### **Damage or Destruction**

**7.04** In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

#### **Insurance**

**7.05** 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. 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 Lessor may reasonably require. 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.

#### **Lessee's Insurance**

**7.06** Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

### **ARTICLE 8. DEFAULT**

#### **Events of Default**

**8.01** The following events shall be deemed to be events of default by Lessee under this lease. 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.

### **Remedies**

**8.02** Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

### **Re-entry**

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.

### **Termination**

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.

### **Re-letting Property**

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.

### **Quiet Enjoyment Pending Cure Period**

**8.03** Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

## **ARTICLE 9. INTENTIONALLY OMITTED**

## **ARTICLE 10. MISCELLANEOUS**

### **Notices and Addresses**

**10.01** All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

#### **LESSOR**

O. E. Investments, Ltd.  
Attn: Othal E. Brand, Jr.  
P. O. Box 4408  
McAllen, Texas 78502

#### **LESSEE**

County Of Hidalgo, Texas  
Attn: Rene A. Ramirez, County Judge  
100 E. Cano St.-2nd Floor  
Edinburg, Texas 78539

#### **With copy to:**

Hidalgo County Division of Emergency Services  
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator  
1615 South Closner, Suite G  
Edinburg, Texas 78539

### **Parties Bound**

**10.02** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

### **Texas Law to Apply**

**10.03** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

### **Legal Construction**

**10.04** 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **Prior Agreements Superseded**

**10.05** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

### **Amendment**

**10.06** No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

### **Waiver of Default**

**10.07** No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

### **Attorney's Fee**

**10.08** In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

## **ARTICLE 11. WAIVER OF SUBROGATION**

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

## **ARTICLE 12. SPECIAL PROVISIONS**

### **Access to Property**

**12.01** During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

### **Duty Not to Impair Lessee's Operations**

**12.02** Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require that any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

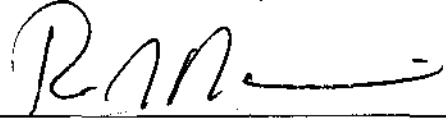
### **Hazardous Substances**

**12.03** Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site 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 Site in violation of any applicable law.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

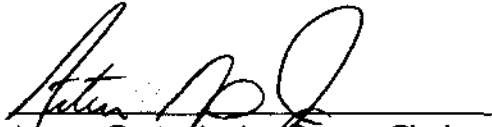
**APPROVED BY COMMISSIONER COURT ON** August 3, 2010

**HIDALGO COUNTY, TEXAS**



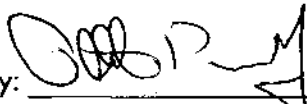
By: Rene Ramirez, County Judge

**ATTEST:**



Arturo Guajardo, Jr., County Clerk

**O.E. INVESTMENTS, LTD.**



By: Othal E. Brand, Jr., President/CEO

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.



By: Stephen L. Crain, Attorney

**EXHIBIT "A"**  
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST  
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
"Lease of Tower Space-La Joya, TX"  
Bid No: 2010-043-05-12-ERT**

1. Request For Bid Letter, consisting of  1  page.
2. Request for Bid, Legal Notice, consisting of  8  pages.  
(Page 8 must be submitted with bid).
3. Exhibit "A" Specifications consisting of  7  pages.
4. Exhibit "B" Bid Page consisting of  3  pages.  
(Must be submitted with bid).
5. Exhibit "C" Insurance Requirements consisting of  4  pages.  
(Must be submitted with bid).
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of  1  page.  
(Copy of receipt and this form must be submitted with bid).
7. Vendor/Bidder Application, consisting of  2  pages.  
(Must be submitted with bid).
8. W-9 form, consisting of  4  pages.  
(Must be submitted with bid).
9. Certification Regarding Debarment, consist of  1  page.  
(Must be submitted with bid).
10. Draft Lease Agreement, consisting of  10  pages.

The above mentioned items shall be found in the Request for Bid (RFB) 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, CPPB  
Purchasing Agent

April 26, 2010  
Date



PURCHASING DEPARTMENT  
County Of Hidalgo

April 26, 2010

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Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**  
Request for Bids -"LEASE OF TOWER SPACE-LA JOYA, TX"  
**Bid No: 2010-043-05-12-ERT**

Dear Gentleman/Ladies:

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/ert

Enclosures

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**

### **“LEASE OF TOWER SPACE-LA JOYA, TX”**

**BID OPENING DATE:**

**May 12, 2010**

**Contact Person:**

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** 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-2010-043-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, on or before 9:30 a.m., **WEDNESDAY, May 12, 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 "REQUEST FOR BIDS - 2010-043-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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



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 DIVISION OF EMERGENCY SERVICES**  
**"LEASE OF TOWER SPACE-LA JOYA, TX"**  
**BID NO.: 2010-043-05-12-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S Hwy Bus 281 - Administration Building  
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(THIS PAGE MUST BE SUBMITTED WITH BID)

**Exhibit "A"**

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
(DEPARTMENT OF EMERGENCY MANAGEMENT)  
"LEASE OF TOWER SPACE-LA JOYA, TX"  
RFB NO. 2010-043-05-12-ERT  
SPECIFICATIONS**

**Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:**

**Specifications & Requirements, Terms & Conditions**

- 1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
- 2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

- 3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

- 4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or other construction capable of withstanding sustained hurricane force winds.
- 5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.
- 6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.
- 7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.
- 8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

- 9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.
- 11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.
- 12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.
- 13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.
- 15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.
- 16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.
- 18) **Tower site lease provider 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 Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County 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 required by any party holding a security interest in or lien on the property.**
- 19) **Tower site lease provider agrees to hold Hidalgo County 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 Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

**liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.**

- 20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
- 21) **Vendor must have a bid amount for ALL terms.**
- 22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**
- 23) 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.
- 24) **The awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.**

**Term:**

The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

**Premises:**

Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

**Installed Equipment**

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – La Joya, TX

800 MHz Radio Communications System

Master Antenna System

One transmit antenna shall be located at 480 feet.

One receive antenna shall be located at 430 feet.

One tower top preamp located at 430 feet.

One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

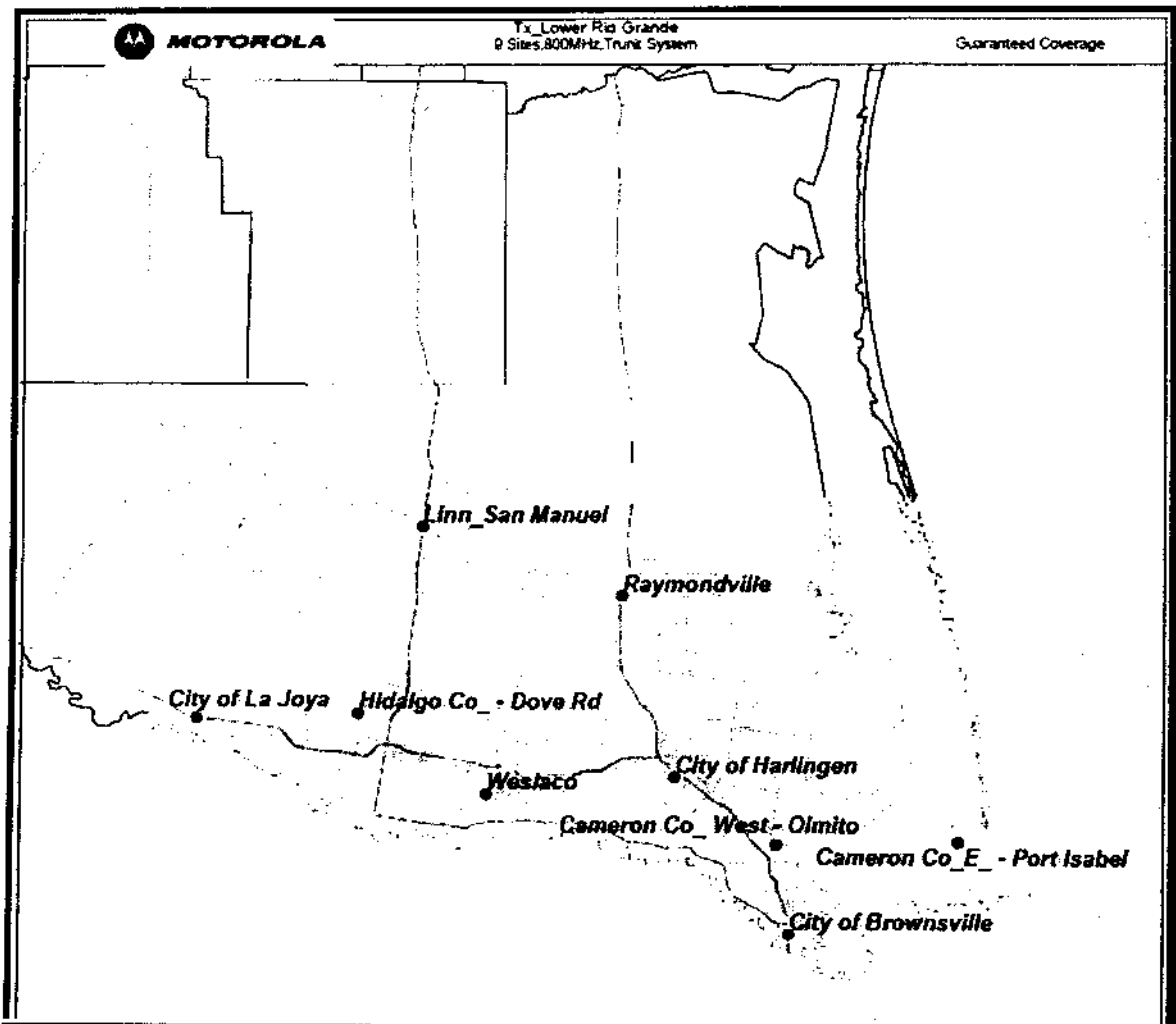
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

**LRGVDC Project 25 800 MHz Voice and Data Radio Communications System**

**Engineered Coverage**

**Hidalgo County 800 MHz Elements**



**Site - La Joya**

**PREMISES**

**19' RACK SPACE REQUIREMENTS**

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS
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**DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) NO LATER THAN, MAY 5, 2010 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than MAY 7, 2010 by 5:00 p.m.**

# EXHIBIT "B"

## BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
"LEASE OF TOWER SPACE-LA JOYA, TX"

BID No: 2010-043-05-12-ERT

Bid Opening Date: May 12, 2010 at 9:30 AM

**Vendor must have a bid amount for ALL terms**

<b>Initial 1 year term:</b>	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 1 <sup>st</sup> term of 1 year (12 months)	
<b>Renewal Options                      2<sup>nd</sup> 1 year term:</b>	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 2 <sup>nd</sup> term of 1 year (12 months)	
<b>3<sup>rd</sup> 1 year term:</b>	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
<b>4<sup>th</sup> 1 year term:</b>	
Total cost per month	

<b>Total cost for 4<sup>th</sup> term of 1 year (12 months)</b>	
<b>5<sup>th</sup> 1 year term:</b>	
<b>Total cost per month</b>	
<b>Total cost for 5<sup>th</sup> term of 1 year (12 months)</b>	
<b>6<sup>th</sup> 1 year term:</b>	
<b>Total cost per month</b>	
<b>Total cost for 6<sup>th</sup> term of 1 year (12 months)</b>	
<b>7<sup>th</sup> 1 year term:</b>	
<b>Total cost per month</b>	
<b>Total cost for 7<sup>th</sup> term of 1 year (12 months)</b>	
<b>8<sup>th</sup> 1 year term:</b>	
<b>Total cost per month</b>	
<b>Total cost for 8<sup>th</sup> term of 1 year (12 months)</b>	
<b>9<sup>th</sup> 1 year term:</b>	
<b>Total cost per month</b>	
<b>Total cost for 9<sup>th</sup> term of 1 year (12 months)</b>	
<b>10<sup>th</sup> 1 year term:</b>	
<b>Total cost per month</b>	

<b>Total cost for 10<sup>th</sup> term of 1 year (12 months)</b>	
<b>Grand Total</b>	
<b>Total Cost for 10 years (120 months)</b>	
<b>FCC Antenna Site Registration #</b>	

**BIDDER'S INFORMATION:**

**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

**PHONE & FAX NO'S:** \_\_\_\_\_

**CELLULAR NO:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services (other than**  
**Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

**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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	PRODUCER NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)
	<input type="checkbox"/> CLAIMS MADE OCCUR				LEAD (Any one person)
	<input type="checkbox"/> OWNERS & CONVE PROT				PHYSICAL BODILY INJURY
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				AGGREGATE
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> EACH				AGGREGATE
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Per accident)
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEMATED AUTOS				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
C	<b>GARAGE LIABILITY</b>				AUTO ONLY (A ACCIDENT)
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY (A ALL AGGS)
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$				
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				AGGREGATE <input type="checkbox"/> OTHER
					PER ACCIDENT
					PER EMPLOYEE
	<b>OTHER</b>				PER POLICY LIMIT

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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE.

# 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



**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: \_\_\_\_\_

---

## 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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> 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.)

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>4</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 "A-1"**  
**LEGAL DESCRIPTION**

**LEASE OF TOWER SPACE IN  
THE CITY OF LA JOYA, TEXAS**

That space located 480 feet above ground level (AGL) or 620 feet above mean sea level (AMSL) on that certain tower located in La Joya, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

**EXHIBIT "A-2"**  
PROPERTY LEGAL DESCRIPTION

**LEASE OF TOWER SPACE IN  
THE CITY OF LA JOYA, TEXAS**  
(see attached)

Federal Aviation Administration  
Southwest Region  
Air Traffic Division, ASW-520  
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY  
No: 00-ASW-5135-OE

ISSUED DATE: 10/16/00

OTHAL BRAND  
OE INVESTMENTS, INC.  
PO BOX 4408  
MCALLEN, TX 78502

\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\*

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: ANTENNA TOWER (NEW) / SITE: LA JOYA A  
150 MHZ & 460 MHZ @ ALL 200 WATTS ERP  
Location: LA JOYA TX  
Latitude: 26-14-57.00 NAD 83  
Longitude: 098-30-12.60  
Heights: 480 feet above ground level (AGL)  
620 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

-As a condition to this determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, Chapters 3 (Marked), 4, 5 (Red), & 12.

-It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

\_\_\_ At least 10 days prior to start of construction  
(7460-2, Part I)

X Within 5 days after construction reaches its greatest height  
(7460-2, Part II)

This determination expires on 04/16/02 unless:

- (a) extended, revised or terminated by the issuing office or
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case the determination expires on the date prescribed by the FCC for completion of construction or on the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

-As a result of this structure being critical to flight safety, it is

required that the FAA be kept apprised as to the status of this project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, frequency(ies) or use of greater power will void this determination. Any future construction or alteration, including increase in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 817-222-5534. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 00-ASW-5135-OE.

  
Bruce C. Beard  
Specialist, Airspace Branch

(DNE)

7460-2 Attached

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION  
905.87 ACRES OF LAND  
PORCION 46 AND 47  
HIDALGO COUNTY, TEXAS

A tract of land containing 905.87 acres of land situated in Hidalgo County, Texas, and also being a part or portion of PORCION 46 and part or portion of TRACT NO. 1, PORCION 47, and said 905.87 acres also being more particularly described as follows:

BEGINNING at a fence corner post on the East line of said Tract No. 1 of Porcion 47 and the North right-of-way line of U. S. Expressway 83, for the Southeast corner of this tract;

THENCE S.  $82^{\circ} 19' 12''$  W. along said fence and the North right-of-way line of said Expressway 83 a distance of 4549.97 feet to a #4 rebar found for an angle point of this tract;

THENCE S.  $87^{\circ} 50' 21''$  W. along said fence and said North right-of-way a distance of 378.67 feet to a #4 rebar found for an angle point of this tract;

THENCE N.  $87^{\circ} 36' 11''$  W. along said fence and said North right-of-way a distance of 188.17 feet to a #4 rebar found for an angle point of this tract;

THENCE N.  $80^{\circ} 07' 38''$  W. along said fence and said North right-of-way a distance of 375.28 feet to a #4 rebar found for an angle point of this tract;

THENCE N.  $74^{\circ} 30' 20''$  W. along said fence and said North right-of-way a distance of 315.31 feet to a #4 rebar found for an angle point of this tract;

THENCE N.  $66^{\circ} 43' 04''$  W. along said fence and said north right-of-way a distance of 9.41 feet to a fence corner for the Southwest corner of this tract;

THENCE N.  $9^{\circ} 11' 38''$  E. along said fence, a distance of 5117.61 feet to a fence corner for the western most Northwest corner of this tract;

THENCE N.  $64^{\circ} 40' 05''$  E. a distance of 185.66 feet to a #4 rebar set for an angle point of this tract;

THENCE N.  $81^{\circ} 41' 13''$  E. a distance of 729.73 feet to a #4 rebar set for an angle point of this tract;

THENCE S.  $34^{\circ} 52' 05''$  E. a distance of 143.70 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 87° 31' 14" E. a distance of 439.99 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 64° 04' 23" E. a distance of 739.88 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 25° 01' 39" E. a distance of 1314.38 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 08° 44' 55" E. a distance of 2248.38 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 14° 30' 29" E. a distance of 1689.94 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 61° 17' 48" E. a distance of 508.94 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 15° 37' 38" E. a distance of 1710.98 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 28° 33' 46" E. a distance of 2473.97 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 72° 28' 51" E. a distance of 333.72 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 35° 12' 51" E. a distance of 745.75 feet to a #4 rebar set for the northern most Northwest corner of this tract;

THENCE S. 74° 01' 45" E. a distance of 309.46 feet to a #4 rebar set on a fence line and the East line of said Tract No. 1 of Porcion 47, for the Northeast corner of this tract;

THENCE S. 8° 58' 39" W. along said fence and the East line of said Tract No. 1 of Porcion 47, a distance of 10216.33 feet to the POINT OF BEGINNING, containing 905.87 acres of land, more or less.

6\D\CM\EXA1

Charge and Return to  
Edwards ABSTRACT AND TITLE CO  
208 W. CANO  
Edinburg, TX 78539

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

THAT CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the property, lying and being situated in Hidalgo County, Texas, (collectively, the "Property") described as follows and save and except and subject to the following:

All that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, subject to the LaJoya Hunting and Fishing Club Agreement, as amended, existing ordinances, rules and regulations and all valid and subsisting leases, easements, reservations, and exceptions of record and/or visible or apparent and subject to taxes for the year 1993 and subsequent years, and by acceptance hereof GRANTEE hereby assumes and agrees to pay taxes for the year 1993 and subsequent years; (GRANTOR hereby agreeing to pay taxes which are due and owing for the year 1992); and subsequent assessments for prior years (which shall include assessment of additional taxes due to this conveyance, GRANTEE's use of the Property or a change in appraisal and the so-called rollback obligation relating to agricultural use and appraisal);

SAVE AND EXCEPT and there is hereby reserved and retained by GRANTOR for itself and its successors and assigns (i) 145.6 acre feet of Class B water rights and all other water rights, certificates of adjudication and permits owned, held or claimed by GRANTOR, (ii) all pipes, facilities, pumps, motors, meters, equipment and other personal property and fixtures located on the Property, and the right, privilege and easement to use the same pursuant to the Easement Agreement herein referenced and the right, privilege and easement for thirty (30) days hereafter to remove the same to the extent not located

within the Easement Parcels defined and described in said Easement Agreement, (iii) certain easements, rights and privileges on, over, under, across and through the Property as set forth and described in, and upon the terms and provisions of, that certain Easement Agreement of even date herewith by and between GRANTOR and GRANTEE, which is incorporated herein by this reference, (iv) that certain Water Delivery Agreement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference, and (v) that certain Drainage Easement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject and save except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject and save and except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR but not otherwise.

This conveyance is being made and accepted without warranty, express or implied, except the title warranty herein expressly set forth, and GRANTEE by acceptance of this Deed acknowledges and agrees that the Property is being conveyed "AS IS" without warranties, express or implied, which warranties are DISCLAIMED hereby, except only the title warranty herein set forth.

EXECUTED this the 1st day of December, 1992.

CONNECTICUT MUTUAL LIFE INSURANCE  
COMPANY

BY: 

Name: Stephen Cunningham

Title: Senior Investment Officer

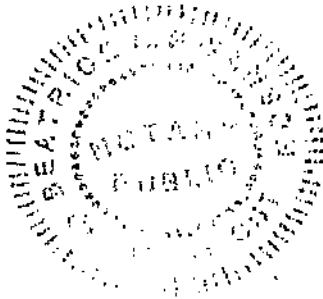
Grantee's name and address:

Hidalgo County Irrigation District No. 16  
P. O. Box 1044  
Mission, Texas 78572

THE STATE OF CONNECTICUT §  
COUNTY OF HARTFORD §

This instrument was acknowledged before me this 1st day of December, 1992, by Stephen R. Cunningham, Senior Investment Officer of CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, on behalf of said CONNECTICUT MUTUAL LIFE INSURANCE COMPANY.

6\CM\D2



*Beatrice C. Swanson*  
Notary Public, State of Connecticut

BEATRICE C. SWANSON  
NOTARY PUBLIC  
My Commission Expires March 31, 1994

**EXHIBIT "B"**  
BID PAGE with BID TABULATION

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**

**BID OPENING DATE: May 12, 2010**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "LEASE OF TOWER SPACE-LA JOYA, TX"**

**BID NO: 2010-043-05-12-ERT**

**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
<b>O.E INVESTMENTS, LTD MCALLEN, TX 78502</b>	Year 1 - \$32,400.00
	Year 2 - \$34,020.00
	Year 3 - \$35,724.00
	Year 4 - \$37,512.00
	Year 5 - \$39,384.00
	Year 6 - \$41,352.00
	Year 7 - \$43,416.00
	Year 8 - \$45,588.00
	Year 9 - \$47,868.00
	Year 10 - \$50,256.00
	<b>Grand Total for 10 years - \$407,520.00</b>

**THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.**

# EXHIBIT "B"

## BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES

"LEASE OF TOWER SPACE-LA JOYA, TX"

BID No: 2010-043-05-12-ERT

Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,700.00
Total cost for 1 <sup>st</sup> term of 1 year (12 months)	\$32,400.00
Renewal Options 2 <sup>nd</sup> 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,835.00
Total cost for 2 <sup>nd</sup> term of 1 year (12 months)	\$34,020.00
3 <sup>rd</sup> 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,977.00
Total cost for 3 <sup>rd</sup> term of 1 year (12 months)	\$35,724.00
4 <sup>th</sup> 1 year term:	
Total cost per month	\$3,126.00

Total cost for 4 <sup>th</sup> term of 1 year (12 months)	\$37,512.00
<b>5<sup>th</sup> 1 year term:</b>	
Total cost per month	\$3,282.00
Total cost for 5 <sup>th</sup> term of 1 year (12 months)	\$39,384.00
<b>6<sup>th</sup> 1 year term:</b>	
Total cost per month	\$3,446.00
Total cost for 6 <sup>th</sup> term of 1 year (12 months)	\$41,352.00
<b>7<sup>th</sup> 1 year term:</b>	
Total cost per month	\$3,618.00
Total cost for 7 <sup>th</sup> term of 1 year (12 months)	\$43,416.00
<b>8<sup>th</sup> 1 year term:</b>	
Total cost per month	\$3,799.00
Total cost for 8 <sup>th</sup> term of 1 year (12 months)	\$45,588.00
<b>9<sup>th</sup> 1 year term:</b>	
Total cost per month	\$3,989.00
Total cost for 9 <sup>th</sup> term of 1 year (12 months)	\$47,868.00
<b>10<sup>th</sup> 1 year term:</b>	
Total cost per month	\$4,188.00

Total cost for 10 <sup>th</sup> term of 1 year (12 months)	\$50,256.00
<b>Grand Total</b>	
Total Cost for 10 years (120 months)	\$407,520.00
FCC Antenna Site Registration #	1223120

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

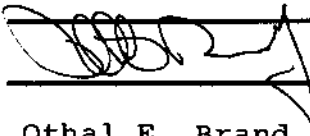
ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Othel E. Brand, Jr.

TITLE President / CEO

**OPENED**

*Q. S. S. A. W.*

MAY 12 2010

**Witnessed**

*[Handwritten signature]*

**EXHIBIT "C"**  
INSURANCE CERTIFICATE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650  
Shepard Insurance Agency  
P O Box 4288  
5801 N 10th #300  
McAllen, TX 78502

INSURED O E Investments, Inc.  
Po Box 4408  
McAllen, TX 78502-4408

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance	
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	CPS1097250	12/02/2009	12/02/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/DP AGG \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

**CERTIFICATE HOLDER**

Hidalgo County  
Purchasing Dept  
2812 S Bus Hwy 281  
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Kent Shepard/CL25

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502		PHONE (A/C No. Ext) 956.686.3888	COMPANY Great American Insurance Comp. 3200 Wilcrest Ste 300 Houston, TX 77042	
FAX (A/C No.) 956.682.5650		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: 00007015		POLICY NUMBER IMP157 53 62 00		
INSURED O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408		LOAN NUMBER	EFFECTIVE DATE 12/02/2009	EXPIRATION DATE 12/02/2010
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION	DESCRIPTION
1	Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560
2	Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION**


	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

**REMARKS (Including Special Conditions)**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**ADDITIONAL INTEREST**

NAME AND ADDRESS  Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> Certificate holder
LOAN #		
AUTHORIZED REPRESENTATIVE  Kent Shepard/CL25 		



**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/01/2011

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).

<b>PRODUCER</b> Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 956.686.3888 B-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #		FAX (A/C, No): 956.682.5650
<b>INSURED</b> O. E. Investments, Ltd. P.O. Box 4408 McAllen, TX 78502		INSURER A: Essex Ins Co INSURER B: Texas Mutual Insurance Company 0060 INSURER C: INSURER D: INSURER E: INSURER F:		


**COVERAGES**      **CERTIFICATE NUMBER: Master 2010-2012**      **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			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT POLICY						PERSONAL & ADV INJURY	\$ Excluded
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Excluded
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001208277	01/28/2011	01/28/2012	WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> EXECUTIVE	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/OFFICER/MEMBER EXCLUDED (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto  
30 Day notice of cancellation as pertains to Workers Compensation Policy

<b>CERTIFICATE HOLDER</b> FAX: 318.2629  Hidalgo County Attn: Purchasing Dept 2812 S. Bus Hwy 281 Edinburg, TX 78539	<b>CANCELLATION</b> 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 Kent Shepard 
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**SHEPARD INSURANCE AGENCY**

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5801 N. 10<sup>th</sup> Street, Suite 300 McAllen, TX 78504  
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo County

Attn: Leticia Saenz

Fax # 318-262

Total Number of pages: 2

Re: O.E. Investments, Ltd

Attach please find certificate to insurance for the above captioned insured.

Should you have any questions feel free to call or e-mail me.

Thank you,

*Nellie Hernandez*

Shepard Insurance Agency

5801 N. 10<sup>th</sup> Street Suite #300

McAllen, Texas 78504

P: (956) 686-3888 F: (956) 682-5650

P: (888) 686-3888

e-mail: nellieh@shepains.com

"Payment Disclaimer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due to non-payment of premium. Appropriate notification of such action will be sent directly to you by either your insurance company or premium finance company."